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**GROUP ACCIDENT INSURANCE  
CERTIFICATE OF COVERAGE**

**FOR**

**EAST TEXAS EMPLOYEE BENEFITS COOPERATIVE**

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**POLICY NUMBER: 304657**

**CERTIFICATE EFFECTIVE DATE: January 1, 2017**

**TX – UHIC/2011  
Platinum Plan  
(4-17)**

# UnitedHealthcare Insurance Company

185 Asylum Street

Hartford, Connecticut 06103-3408

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<b>Policyholder:</b>	East Texas Employee Benefits Cooperative
<b>Policyholder Effective Date:</b>	September 1, 2016
<b>Policy Number:</b>	304657
<b>Policy Anniversary Date:</b>	September 1st
<b>Plan Coverage Type:</b>	24 Hour Coverage for On Job and Off Job Injuries
<b>Beneficiary:</b>	As on file with the Administrator

UnitedHealthcare Insurance Company, issues this Certificate as evidence of insurance under the Policy that We issued to the Policyholder shown above.

The Policy is a legal contract between the Policyholder and UnitedHealthcare Insurance Company and it may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary. The Policy may be inspected at the office of the Policyholder.

This Certificate describes the benefits and other important provisions of the Policy. The benefits described in this Certificate insure persons who are eligible, become covered, and whose premiums have been paid to Us. This Certificate consists of this form, the Schedule with the most recent Effective Date, and any additional forms made a part of this Certificate. All time periods stated in this Certificate begin and end at 12:01 a.m. Eastern Standard Time. This Certificate replaces all Certificates which may have been given to the Covered Person earlier for the Policy.

## READ THE GROUP CERTIFICATE CAREFULLY

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-888-299-2070.

**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.**

## NOTICE TO CERTIFICATEHOLDER

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

## THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT

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

This Certificate is signed for UnitedHealthcare Insurance Company by:



Thomas J. McGuire, Secretary



Jeffrey D. Alter, President

## GROUP ACCIDENT INSURANCE CERTIFICATE

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call UnitedHealthcare Insurance Company's toll-free telephone number for information or to make a complaint at

1-866-615-8727

You may also write to UnitedHealthcare Insurance Company at:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:  
**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX #(512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

Form No. AA-2068 (Rev. 6/15)

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de UnitedHealthcare Insurance Company's para obtener información o para presentar una queja al:  
1-866-615-8727

Usted también puede escribir a UnitedHealthcare Insurance Company:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:  
**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

ACN-TX-MP (8/95)

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## SCHEDULE

### Description of Eligible Class:

Employees of East Texas Employee Benefits Cooperative who meet the Employer's eligibility requirements and are Actively at Work for at least 30 hours per week.

Dependents: As defined.

### Employee Eligibility Waiting Period:

An Employee is eligible for insurance on the first day of the month following the date he begins continuous employment with the Policyholder.

### Covered Expenses

#### SECTION: ACCIDENTAL DEATH AND DISMEMBERMENT      MAXIMUM BENEFIT AMOUNT

##### Accidental Death and Dismemberment Benefits:

For a Covered Person who is an Employee or Spouse:

Life	\$40,000
Both hands or Both feet	\$40,000
One hand and One foot	\$40,000
One hand or One foot	\$20,000
Two or more of fingers or toes	\$8,000
One finger or one toe	\$4,000

For a Covered Person who is a Child, amounts are 50% of those shown next to the Loss for Employee or Spouse

##### Accidental Death Common Carrier Benefit

For a Covered Person who is an Employee or Spouse:      \$160,000

For a Covered Person who is a Child:      \$80,000

#### SECTION: INITIAL CARE      MAXIMUM BENEFIT AMOUNT

Ground Ambulance Benefit	\$400
Air Ambulance Benefit:	\$2,400
Emergency Room Treatment Benefit:	\$200
Physician Office/Urgent Care Benefit / per visit:	\$80

#### SECTION: HOSPITAL CARE      MAXIMUM BENEFIT AMOUNT

Hospital Admission Benefit / per admission:	\$1,600
Hospital Confinement Benefit / per day	\$320
Hospital ICU Admission Benefit / per admission:	\$5,000
Hospital ICU Confinement Benefit / per day:	\$1,000

SECTION: WAIVER OF PREMIUM      Included

## SCHEDULE

### SECTION: FOLLOW UP CARE

### MAXIMUM BENEFIT AMOUNT

Follow-Up Physician Treatment Benefit:	\$80
Medical Appliances Benefit:	\$280
Physical Therapy Benefit: / per day:	\$60
Prosthetic Device/Artificial Limb Benefit / per prosthesis	\$1,000
Rehabilitation Unit Benefit / per day:	\$160

### SECTION: COMMON INJURIES

### MAXIMUM BENEFIT AMOUNT

Abdominal / Thoracic Surgery Benefit:	
Surgery to repair	\$2,000
Exploratory Surgery without repair	\$200
Blood/Plasma/Platelets Benefit:	\$560
Burn Benefit:	
2nd Degree (at least 36% of body surface)	\$1,000
3rd Degree (9 to 34 square inches)	\$2,000
3rd Degree (35 or more square inches)	\$16,000
Coma Benefit:	\$20,000
Concussion Benefit:	\$280
Dental Emergency Benefit:	
For broken teeth repaired with crown(s)	\$400
For broken teeth resulting in extractions	\$160

### Dislocation (Separated Joint) Benefit:

### Open Reduction

### Closed Reduction with Anesthesia

Hip	\$6,400	\$3,200
Knee (except Patella)	\$3,200	\$1,600
Ankle or Foot (other than toes)	\$2,560	\$1,280
Collar Bone (Sternoclavicular)	\$1,600	\$800
Lower Jaw	\$960	\$480
Shoulder (Glenohumeral)	\$960	\$480
Elbow	\$960	\$480
Wrist	\$960	\$480
Hand (other than fingers)	\$960	\$480
Collar Bone (Acromioclavicular)	\$320	\$160
One Toe or Finger	\$320	\$160

**For Closed Surgical Reduction without Anesthesia:** 25% of amount shown for Closed with Anesthesia.

**Eye Surgery Benefit:** \$400

**Family Child Daycare Benefit / per day:** \$56

**Family Lodging Benefit / per night** \$280

## SCHEDULE

<b>Fracture Benefit:</b>	<b>Open Reduction</b>	<b>Closed Reduction with Anesthesia</b>
<b>Surgical Reduction Type:</b>		
Skull (except bones of face or nose)		
Depressed	\$8,000	\$4,000
Simple	\$3,200	\$1,600
Hip, Thigh (Femur)	\$4,800	\$2,400
Vertebrae (body of)	\$2,560	\$1,280
Pelvis (excluding coccyx)	\$2,560	\$1,280
Leg	\$2,560	\$1,280
Face or nose	\$1,120	\$560
Upper Jaw (except Alveolar process)	\$1,120	\$560
Upper Arm (Elbow to Shoulder)	\$1,120	\$560
Lower Jaw (except Alveolar process)	\$960	\$480
Shoulder Blade or Collarbone	\$960	\$480
Vertebral Process	\$960	\$480
Forearm, hand, wrist (except fingers)	\$960	\$480
Kneecap	\$960	\$480
Foot (excluding toes)	\$960	\$480
Ankle	\$960	\$480
Rib	\$800	\$400
Coccyx	\$640	\$320
Finger or toe	\$160	\$80
<b>For Chip Fractures:</b>	25% of amounts shown for Closed with Anesthesia	
<b>Laceration Benefit:</b>		
• Laceration not requiring stitches, staple, or glue		\$60
• Total of All Lacerations:		
Not more than 5 cm		\$100
More than 5 cm, but less than 15 cm		\$400
More than 15 cm		\$800
<b>Major Diagnostic Exam Benefit</b>		\$320
<b>Organized Sporting Activity Injury Benefit:</b>		
increases amounts payable under Follow Up Care and Common Injuries Sections by: but in no event more than:		Lesser of: 25% or \$10,000
<b>Paralysis Benefit:</b>		
Maximum Benefit for Quadriplegia:		\$20,000
Maximum Benefit for Paraplegia		\$10,000
Maximum Benefit for Hemiplegia		\$10,000
<b>Ruptured Disc Benefit:</b>		\$800
<b>Skin Grafts Benefit:</b>		
Percentage of Amount Payable under the Burn Benefit:		25%
<b>Tendon/Ligament/Rotator Cuff/Knee Cartilage Benefit:</b>		
Surgery to repair one		\$800
Surgery to repair more than one		\$1,600
Exploratory surgery without repair:		\$280
<b>Transportation Benefit:</b>		\$800

## GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

**Accident:** an unforeseen occurrence which results in bodily Injury to a Covered Person while coverage is in force.

**Active Work or Actively at Work:** The Primary Covered Person reports for work at:

1. his usual place of employment; or
2. any other business location where the Covered Person is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday.

The Primary Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits. Unless Disabled on the prior workday or on the day of absence, a Primary Covered Person will be considered Actively at Work on the following days:

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

**Age:** the Covered Person's age on his last birthday.

**Beneficiary:** the person(s) that the Primary Covered Person names in writing to receive any amount of insurance payable due to his death. The Primary Covered Person may name or change a beneficiary by giving written notice to Us at Our Home Office, or to his Employer if the administrator. The notice must be on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it. If more than one beneficiary is named, those who survive will share equally unless the beneficiary designation specifies otherwise. If there is no named beneficiary living at the time of the death, We will pay any amount due in the following order:

1. to the Primary Covered Person's legal Spouse; or
2. to the Primary Covered Person's natural or legally adopted children in equal shares; or
3. to the Primary Covered Person's estate.

The Primary Covered Person is the Beneficiary for Dependents coverage, if any.

### **Change in Family Status:**

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Dependents for tax purposes (birth, legal adoption of a Child, placement of a Child for adoption, or death of a Dependent);
3. certain changes in employment status that affect benefits eligibility for the Primary Covered Person or a Dependent such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a change of residence;
5. a significant increase in the cost of coverage or a significant reduction in the benefit coverage under the Primary Covered Person's insurance or that of a Dependent who is a Spouse;
6. the addition, elimination, or significant curtailment of, a coverage option;
7. a change in the Primary Covered Person's coverage during another Employer's Annual Enrollment, Re-Enrollment period when the other plan has a different period of coverage.

**Covered Accident:** an accident that occurs while the Covered Person's insurance is in force, subject to all the terms, limits, and exclusions of the Policy.

**Covered Person:** an Employee or a Dependent while the person is eligible and insured under the Policy, and premium has been paid for the person.

**Contributory or Non-Contributory insurance:** Contributory insurance is insurance for which the Primary Covered Person must apply and agree to make the required premium contributions.

Non-Contributory insurance is insurance for which the Primary Covered Person does not have to make any premium contributions.

## GENERAL DEFINITIONS

**Dependent:** the Employee's Spouse or Child, as defined below, provided the Dependent lives in the United States. The Employee must be covered under the Policy in order to insure Dependents. No one can be a dependent of more than one Covered Person.

**Spouse** means a legal Spouse including a Domestic Partner.

**Child** means a married or unmarried Child, under Age 26, who is:

1. a natural Child;
2. a stepchild;
3. a legally adopted Child;
4. a Child placed for adoption; or
5. a Child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.

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

A Child is an Incapacitated Child if he is unmarried, physically or mentally disabled, and financially dependent upon the Covered Person.

**Domestic Partner:** a person of the opposite or same sex with whom the Employee has established a Domestic Partnership.

**Domestic Partnership:** a relationship between an Employee and one other person of the opposite or same sex. All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside;
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law;
3. they must share the same permanent residence and the common necessities of life;
4. they must be at least 18 years of age;
5. they must be mentally competent to consent to contract;
6. they must be financially interdependent and have furnished documents to support the following conditions of such financial interdependence:
  - a. they have a single dedicated relationship of at least 24 months duration;
  - b. they have at least two of the following:
    - a joint ownership of an automobile;
    - a joint checking, bank or investment account;
    - a joint credit account;
    - a joint ownership or a lease for a residence identifying both partners as tenants; or
    - a will and/or life insurance policies which designates the other as Primary beneficiary;
7. the Primary Covered Person and the Domestic Partner must jointly sign the required Affidavit of Domestic Partnership prior to coverage being issued.

## GENERAL DEFINITIONS

**Emergency Room:** a specified area within a Hospital that is designated for the emergency care of accidental injuries and it must:

1. be staffed and equipped to handle trauma;
2. be supervised and provide Treatment by Physicians; and
3. provide 24 hours a day service by registered graduate nurses (RNs).

**Employee:** a person who is authorized to work and reside in the United States and is:

1. directly employed in the normal business of the Employer /Enrolling Group;
2. paid for services by the Employer /Enrolling Group; and
3. Actively at Work for the Employer /Enrolling Group, or any subsidiary or affiliate insured under the Policy.

No person who is an independent contractor or temporarily employed by the Employer / Enrolling Group will be considered an Employee. No director or officer of an Employer /Enrolling Group will be considered an Employee unless he meets the above conditions.

**Employer:** the Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Primary Covered Person may also work.

**Enroll or Enrollment:** a completed written request for enrollment or a change in coverage, for which the Employee or his Dependent is eligible and which is:

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

**Enrollment Period:** the Initial Enrollment Period or Re-Enrollment Period as follows:

1. Initial Enrollment Period is the period during which the Employee may first apply in writing for insurance.
2. Re-Enrollment Period is the period of time following the Initial Enrollment Period determined by the Employer and Us during which the Primary Covered Person may apply in writing for insurance under the Policy or change insurance coverage under the Policy.

**Hospital:** an institution which:

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

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

1. a nursing home, or convalescent home, or Skilled Nursing Facility;
2. a place for rest, custodial care, or for the aged;
3. a clinic; or
4. a place for the Treatment of Mental Illness, alcoholism, or drug addiction.

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

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

will be considered the same period of Confinement.

**Immediate Family:** a person's spouse or domestic partner, child, parent or sibling; or the spouse's or domestic partner's child, parent or sibling.

## GENERAL DEFINITIONS

**Injury:** bodily injury that is the direct result of a Covered Accident and that occurs while insured under the Policy as a Covered Person. The Injury must:

1. be caused by the accident and independent of all other causes; and
2. be initially diagnosed by a Physician within 30 days of the Covered Accident.

The Covered Accident must occur while insured under the Policy as a Covered Person.

Loss resulting from:

1. pregnancy, Sickness, illness, or disease, except for pyogenic infection through an accidental wound; or
2. medical or surgical Treatment of pregnancy, Sickness, illness or disease;

is not considered the result of Injury.

**On Job Injury:** an Injury that is due to an accident that occurs while the Covered Person is:

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

**Off Job Injury:** an Injury that is **not** due to an accident that occurs while the Covered Person is:

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

**Outpatient:** Treatment received by a Covered Person at a Hospital when there is no charge for room and board.

**Physician:** any practitioner of the healing arts who:

1. is duly licensed in the state or Province in which the Treatment is received; and
2. is acting within the scope of his license; and
3. is not the Covered Person or a member of his Immediate Family.

**Policy Anniversary Date:** the annual renewal date of the group insurance contract between Us and the Policyholder.

**Policy:** the master group insurance policy issued to the group Policyholder.

**Policyholder:** the group named as the Policyholder on the face page of this Certificate.

**Primary Covered Person:** the Employee who has become a Covered Person. If the Employee dies, and his Spouse continues Covered Person's insurance under any Portability or Continuation provision, the Spouse becomes the Primary Covered Person for the purposes of his coverage and that of any Dependents whose coverage is continued.

**Sickness:** any illness, infection, disease or any other abnormal physical condition which is not Injury and not caused by an Accident. The term Sickness includes pregnancy, infection (except for pyogenic infection through an accidental wound) and any other abnormal physical condition which is not caused by an Accident. The Policy provides coverage for accidental Injury only. No benefits are provided for loss resulting from Sickness.

**Treatment:** consultation, advice, tests, attendance or observation, Hospital Confinement, supplies or equipment, including the prescription or use of prescription drugs or medicines.

**United States:** the territorial limits of:

1. the 50 United States; and
2. the District of Columbia; and
3. Puerto Rico, the U.S. Virgin Islands, Guam and American Samoa.

**We, Us or Our:** the insurance company named on the face page of this Certificate or its Administrator.

**Written Request:** a written request made on the form We furnish for making the request. An Employee must use forms provided by Us when enrolling for insurance.

## EMPLOYEE ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Employee Eligibility:** An Employee will become eligible for coverage on the later to occur of:

1. the Effective Date of the Policy;
2. the date the Employee completes the Eligibility Waiting Period for Coverage shown in the Schedule;  
or
3. the date the Employee becomes a member of an Eligible Class included in the Policy.

**Enrolling in or Changing Employee Insurance:** The Employer will automatically Enroll the Employee for any Non-Contributory insurance. For Contributory insurance and changes to Contributory insurance, the Employee must complete Enrollment during:

1. an Enrollment Period; or
2. within 31 days of a Change in Family Status.

If the Employee does not Enroll, the Employee will not have coverage under the Contributory insurance.

**Effective Date of Employee Insurance or Change in Insurance:** The Employee's insurance will become effective and the Employee will become a Covered Person on the later to occur of:

1. the Policy Effective Date;
2. the date the Employee becomes Eligible for Non-Contributory insurance;
3. the date the Employee becomes Eligible for Contributory insurance if the Employee Enrolls during the Initial Enrollment Period; or
4. the date the Employee is Actively at Work.

If the Employee Enrolls for Contributory insurance, and makes a change in coverage during a Re-Enrollment Period or within 31 days of a Change in Family Status, the insurance will become effective on the later to occur of:

1. the first day of the pay period following the Enrollment;
2. the first day of the pay period in which the Employer remits required premium to Us; or
3. the date the Employee is Actively at Work with respect to an Enrollment that increases insurance.

If an Employee who is a Covered Person does not Re-Enroll for insurance during a Re-Enrollment Period, the Employee will continue to have the same insurance as he had prior to that Re-Enrollment Period.

**Termination of Employee Insurance:** An Employee will cease to be a Covered Person and the Employees insurance will terminate on the earliest of the following dates:

1. the last day of the period for which premium was paid, if the next payment is not made when due, subject to the Continuation during Grace Period provision;
2. the last day of the month in which the Employee becomes a member of the armed forces on active duty, except:
  - a. for duty of 30 days or less for training in the Reserves or National Guard; or
  - b. to the extent coverage is continued under the Leave of Absence Continuation provision;
3. the last day of the month in which the Employee ceases to be a member of a class eligible for insurance;
4. the date the Policy terminates, or with respect to a specific benefit, the date that such benefit terminates;
5. the date the Employee is no longer Actively at Work due to a labor dispute, including but not limited to strike, work slow down or lock out; or
6. the last day of the month in which the Employee ceases to be Actively at Work for any other reason, unless Active Work ceases during an approved layoff, medical or non-medical leave of absence, then the insurance will continue for up to 3 months from the date he stopped Active Work.

## DEPENDENT ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Dependent Eligibility:** Dependents are eligible for insurance on the later to occur of the following dates:

1. the date the Employee becomes eligible for Dependent Insurance; or
2. the date a person becomes a Dependent.

A Dependent will not be eligible for Dependent insurance if the Dependent:

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

Dependents are not eligible for any benefit or amount that is more than the Employee's benefit.

**Enrolling in or Changing Dependent Insurance:** To Enroll a Dependent and make changes to Dependent insurance, the Employee must complete Enrollment during:

1. an Enrollment Period; or
2. within 31 days of a Change in Family Status.

If the Employee does not Enroll his Dependents, he will not have Dependent insurance. The Employee may enroll for Dependent insurance for Spouse only, Children only, or both Spouse and Children.

**Dependent Effective Date of Insurance or Change:** A Dependent's insurance will become effective and the Dependent will become a Covered Person on the later to occur of:

1. the date the Dependent becomes a Dependent as defined;
2. the date the Employee becomes eligible for the Dependent's insurance;
3. the first day of the pay period following the date of the Enrollment;
4. the first day of the pay period in which the Employer remits required premium to Us for the Dependent coverage; or
5. the date the Employee becomes a Covered Person.

The Employee must be Actively at work for the Dependent Coverage to become effective.

If the Employee does not Re-Enroll for Dependent Insurance during a Re-Enrollment Period, he will continue to have the same insurance on the same Dependent(s) as applied prior to that Re-Enrollment Period.

**Newborn Child:** A newborn child will become covered under the Policy from the moment of live birth if an Employee's other Dependent children are insured on that date. The child will be covered for Injury only, and have the same benefits as the Employee's other Dependent Children. The Employee should notify Us that the Employee has a newborn child within 31 days of the child's birth.

**Termination of Dependent Insurance:** Dependent insurance will terminate on the earliest to occur of the following dates:

1. the last day of the month in which the Dependent ceases to be a Dependent as defined in the Policy, including his attainment of the limiting age stated for a Dependent who is a Child;
2. the last day of the month in which the Dependent ceases to be a member of a class eligible for Dependent insurance;
3. the date the Employee's insurance terminate under the Policy;
4. the last day of the month in which the Dependent becomes a member of the armed forces on active duty, except:
  - a. for duty of 30 days or less for training in the Reserves or National Guard; or
  - b. to the extent coverage is continued under the Leave of Absence Continuation provision;
5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made;
6. the date the Policy terminates, or with respect to a specific benefit, the date that such benefit terminates.

## PREMIUM, CONTINUATION, AND REINSTATEMENT

**Premiums Payment:** The first premium for each Covered Person is due on his effective date of coverage. Each premium after the initial premium is due at the end of the period for which the preceding premium was paid. Premiums may change if the group policy rates change. Premiums may also change based on changes to the person's coverage or class. If an error in the record is discovered that involves the return of unearned premium, the refund will not exceed 12 months.

**Continuation during Grace Period:** A Grace Period of 60 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid by the Policyholder before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date stated in a Termination Provision.

**Continuation during Leave of Absence:** If an Employee who is a Covered Person is on Family or Medical Leave of Absence, or other leave of absence required by an applicable state or federal law, continuation of the Employee's insurance will be governed by the Employer's policy on such leave not to exceed the greater of:

1. the leave period required by the Family and Medical Leave Act of 1993 (FMLA); or
2. the minimum leave period required by applicable state law.

We will continue the Covered Person's insurance if the premium continues to be paid. If the premium is not paid, the Covered Person's insurance will lapse. When the Employee returns to Active Work, the Employee may re-enroll for the insurance that the Employee had prior to the Leave. If the Employee re-enrolls within 31 days of his return, the Employee will not have to meet a new Employee Waiting Period. However, time spent on a Leave of Absence without insurance will not count toward satisfying an Employee Waiting Period for any Employee who was not insured on the date his Leave began.

**Reinstatement following Military Service:** If a Covered Person's insurance under the Certificate terminates due to active duty in one of the uniformed services of the United States military, the Covered Person will have the right to renew coverage on the same basis as before the suspension in the coverage took place, provided:

1. the Covered Person is in the service for a period of five years or less;
2. the Covered Person applies for reinstatement of coverage and pays the required premium within 60 days of his discharge from the service;
3. the Policy is still in force; and
4. the Covered Person is eligible for coverage, and Actively at Work.

As used above, uniformed services of the United States military is defined in Chapter 43 of Title 38. The coverage will become effective on the first day of the month after military service terminates. The Policy will not cover Injury resulting from the military service.

**Continuation of an Incapacitated Child:** If, on the date a Child reaches Age 26, he is:

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

his coverage will not terminate solely due to Age. However, We must receive notice of the incapacity within 31 days of the Incapacitated Child reaching Age 26.

The Child's coverage will continue as long as:

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

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

## PORTABILITY

**Portability:** If the insurance of a Covered Person who is:

1. an Employee ends because his employment with the Employer ends; or
2. a Spouse ends due to the Employee's death;

such Covered Person may choose to continue coverage under a group Portability policy, provided he has been insured under the Policy for at least 6 months.

The Covered Person may port his insurance and any Dependent insurance. However, the insurance cannot be ported if coverage ends because:

1. the Covered Person failed to pay premium for the cost of his insurance;
2. if the Employee, the Covered Person is on an approved leave of absence or Retires;
3. the group policy is terminating;
4. the Covered Person is or becomes insured under another group accident policy;
5. the Covered Person resides outside of the United States or in a state where the coverage is not available; or
6. the Covered Person is actively in military service or entering active military service.

To apply for Portability insurance, within 31 days, the Covered Person must:

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

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue to be in effect provided the Covered Person continues to pay the cost of the insurance.

A Covered Person's Portability insurance will end on the earliest of:

1. the date the required premium is not paid when due;
2. the date the Covered Person becomes insured under another group accident Policy;
3. the date the Covered Person Retires; or
4. the date the Covered Person attains any Policy Age limit that applies to him under the Portability policy.

In addition, if the Covered Person is a Dependent under the Portability Policy, the Dependent's Portability insurance will end on the earlier of:

1. the date the Employee's coverage under the ported policy terminates; or
2. the date the Dependent ceases to qualify as a Dependents as defined in the ported policy.

If the Employee is rehired after porting insurance, the Employee must lapse the ported insurance to Re-Enroll as a Covered Person under the Policy.

The Portability coverage will be on the form the Insurer is then issuing for this Accident Insurance for Portability purposes.

**Insurer** as used in this provision means Us or another insurance company which has agreed with Us to issue Portability coverage according to this Portability provision. The Portability coverage may differ from the Covered Person's coverage under the Policy. The premium for the Portability coverage will be based on the coverage and form of the Portability policy, as well as the Covered Person's age and risk class.

**Retire** means, for purposes of Portability, the Covered Person has concluded his working career on a full-time basis and:

1. the Covered Person is receiving payments from a governmental retirement plan or any Employer; or
2. the Covered Person is receiving Social Security Retirement benefits.

## ACCIDENTAL DEATH AND DISMEMBERMENT SECTION

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

1. the Covered Person sustains an Injury in a Covered Accident resulting in such Loss; and
2. the Loss occurs within 90 days of the date of the Covered Accident.

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

The Maximum Benefit Amount that applies to each Covered Person is shown in the Schedule.

The term **Loss** as used in the Schedule means:

1. **Loss of finger or toe:** actual, complete and permanent severance through or above the metacarpophalangeal joints.
2. **Loss of hands or feet:** severance at or above the wrist or ankle.

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

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

The aggregate total under both benefits in this Section will not exceed two times the Covered Person's Maximum Benefit Amount shown in the Schedule for the Accidental Death and Dismemberment Benefit.

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

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

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

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

## INITIAL CARE SECTION

**Ground Ambulance Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if:

1. a Covered Person sustains an Injury which results in the Covered Person's ground transport by a licensed professional ambulance company:
  - a. to or from a Hospital; or
  - b. between medical facilities;for Treatment of Injuries received as the result of a Covered Accident; and
2. the ground transport occurs within 90 days of the Covered Accident which caused the Injury.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Air Ambulance Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if:

1. a Covered Person sustains an Injury which results in the Covered Person's air transport by a licensed professional ambulance company:
  - a. to or from a Hospital; or
  - b. between medical facilities;for Treatment of Injuries received as the result of a Covered Accident; and
2. the air transport occurs within 72 hours of the Covered Accident which caused the Injury.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Emergency Room Treatment Benefit:** We will pay the lesser of:

1. the Maximum Benefit Amount shown for this Benefit in the Schedule; or
2. the Maximum Benefit Amount shown for this Benefit in the Schedule minus any amount payable under the Physician Office / Urgent Care Visit Benefit;

if a Covered Person sustains an Injury which results in the Covered Person's Emergency Room Treatment by a Physician. The Emergency Room Treatment must occur within 72 hours of the Covered Accident.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Physician Office / Urgent Care Visit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if:

1. a Covered Person sustains an Injury which results in the Covered Person's visit for Treatment to:
  - a. a Physician's office; or
  - b. an urgent care facility, other than an Emergency Room; and
2. the visit occurs within 30 days of the Covered Accident that caused the Injury.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

## HOSPITAL CARE SECTION

**Hospital Admission Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the Covered Person's admission to the Hospital as an Inpatient. The admission must begin within 30 days of the Covered Accident which caused the Injury. This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Hospital Confinement Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule for each day of the Covered Person's Hospital Confinement if:

1. a Covered Person sustains an Injury which results in the Covered Person's admission to the Hospital as an Inpatient; and
2. the Inpatient Hospital Confinement begins:
  - a. within 30 days of a Covered Accident which caused the Injury; and
  - b. while the Covered Person's insurance is in force.

We will not pay for any part of the Hospital Confinement that extends beyond a maximum payment period of 365 days for all Hospital Confinements of the Covered Person that are due to the same Covered Accident.

The term **Inpatient** means admitted to the Hospital as an Inpatient and for a day of Hospital Confinement:

1. that is at least 20 hours duration; and
2. for which a full day's room and board charge is made.

It does not include an emergency room admission, any Outpatient Treatment or any stay in an observation area or unit when there is no charge for room and board, or the stay is for less than 20 hours duration.

**Hospital Intensive Care Unit Admission Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if:

1. the Covered Person sustains an Injury as the result of a Covered Accident;
2. such Injury results in the Covered Person's admission to the Intensive Care Unit of a Hospital; and
3. the Intensive Care Unit Confinement occurs during a period of Hospital Confinement which is covered under this section of the Policy.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Hospital Intensive Care Unit Confinement Benefit:** We will increase the Maximum Benefit Amount shown in the Schedule payable per day under the Hospital Confinement Benefit if:

1. a Covered Person sustains an Injury as the result of a Covered Accident;
2. such Injury results in the Covered Person's admission to an Intensive Care Unit of a Hospital; and
3. the day of Intensive Care Unit Confinement coincides with a day of Hospital Confinement which is covered under this section of the Policy.

The increased amount is shown in the Schedule. When the increased Intensive Care Unit benefit amount applies, the original amount stated for the Hospital Confinement Benefit is not also due for the same day. We will not pay for any part of the Hospital Confinement that extends beyond a maximum payment period of 30 days.

The term, **Intensive Care Unit ("ICU")** means a Hospital unit that provides the highest level of medical care and in which patients are grouped in an area where:

1. facilities and staff are tailored to the special needs of the seriously ill or injured;
2. patients require intensive and comprehensive observation and care;
3. 24 hour per day care by registered graduate nurses is provided; and
4. life saving drugs and equipment are always at hand.

Such units must render care more intensive than that rendered in the general surgical or medical nursing units which treat most of the Hospital's inpatients. An Intensive Care Unit is not a sub-acute intensive care unit which provides a level of medical care below intensive care, but above a regular private or semi-private room or ward. Intensive Care Unit does not include a recovery room providing post operative confinement of less than 24 hours duration.

## WAIVER OF PREMIUM SECTION

**Waiver of Premium Benefit:** We will continue the Primary Covered Person's insurance without payment of the Contributory portion of the premium while the Primary Covered Person is Totally Disabled if he:

1. becomes Totally Disabled as the result of a Covered Accident;
2. remains Totally Disabled for a 30 consecutive day Waiting Period for this Waiver;
3. gives Us proof of Total Disability, as required;

not to exceed a maximum Waiver period of 6 months for any one period of Total Disability.

We will waive the premium on a monthly basis, starting the first day of the month after the month during which he finished the 30 day Waiting Period. If this Waiver applies to a partial month, it will be pro-rated. This Waiver of Premium only applies to the Primary Covered Person's insurance and it does not waive premium for the cost of Dependent insurance, if any.

**Total Disability or Totally Disabled:** For purposes of this section, the Covered Person will be considered Totally Disabled if, due to a Covered Accident:

1. he is unable to perform the material and substantial duties of his occupation at his usual place of employment; and
2. he is not in fact working at his regular place of employment.

**Successive and Concurrent Total Disability:** After the 30 day Waiting Period for this Waiver has been met, concurrent periods of Total Disability, whether due to the same or a different accident, are considered part of the same period of Total Disability. Successive periods of Total Disability that start while the Primary Covered Person's insurance is in force, but before he has returned to Active Work for 90 consecutive days:

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

If, he has a new accident after the 90<sup>th</sup> day, he may begin a new Waiver, subject to satisfaction of a new 30 day Waiting Period, and again meeting all of the Policy conditions.

**Benefits During Waiver Period:** Benefits continued during the Waiver period are based on the Schedule in force on the date the Total Disability started including any scheduled reductions. The Waiver will not apply to increase in coverage after the date the Total Disability started.

**Proof of Total Disability:** We will provide forms which the Covered Person must use when giving Us proof of Total Disability.

The Covered Person must give Us proof as soon as possible, but no later than 90 days after the date his Total Disability started. If he is not able to provide the proof within that time:

1. it must be sent as soon as reasonably possible; but,
2. no later than one year unless he is legally incapacitated.

We may at any time, after the Waiver starts, require proof that Total Disability continues. The Covered Person must give Us proof within 60 days after Our request. We may require the Covered Person to be examined, at Our expense, by a Physician of Our choice.

**Termination of the Waiver Benefit:** The Waiver ends and insurance terminates on the first to occur of:

1. the date premium has been waived for 6 months;
2. the date the Primary Covered Person:
  - a. ceases to be Totally Disabled; or
  - b. returns to Active Work;
3. the date the Policy terminates;
4. the date the Primary Covered Person ceases to be eligible for insurance (except that this will not apply if he is ineligible solely because he is not Actively at Work due to Total Disability covered by this Waiver;)
5. the last day of the 60-day period following Our request for proof of continued Total Disability, if he does not give Us proof or refuses to take a medical exam.

If the Primary Covered Person is still eligible for Insurance when the Waiver ends, his Insurance may be continued in force if premium payments are resumed.

## FOLLOW UP CARE SECTION

**Follow Up Physician Treatment Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury for which:

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

The follow-up visit must occur within 90 days of the Covered Accident that caused the Injury.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Medical Appliance Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury for which a Physician prescribes a medical appliance that aids in personal mobility.

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

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

The term **Medical Appliance** as used in this benefit means : crutches or cane; wheelchair; back or leg brace; or a walker.

**Physical Therapy Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the Covered Person's incurral of expenses for physical therapy. The physical therapy must:

1. be prescribed by a Physician;
2. received from a Physical Therapist;
3. performed in a Hospital or Physical Therapist's office; and
4. occur within 6 months from:
  - a. the date of the Covered Accident; or
  - b. the date of the Covered Person's discharge from a Hospital Confinement that is covered under the Hospital Care Section of the Policy.

We will pay for each day of Physical Therapy Treatment not to exceed a maximum payment period of 6 days upon which treatment is received. Further Physical Therapy Treatment will not be paid for the Covered Person as the result of any one Covered Accident.

This benefit will not cover the same visit for which the accident Follow-Up Physician Treatment Benefit is due.

The term **Physical Therapist** means a person, other than the Covered Person or his Immediate Family, and who is:

1. duly licensed as a Physical Therapist in the jurisdiction where practicing;
2. acting within the scope of that license; or
3. providing services according to the Code of Ethics of the American Physical Therapy Association to:
  - a. manage movement dysfunction caused by the Injury; or
  - b. restore or prevent progression of movement impairments or functional limitations resulting from the Injury.

## FOLLOW UP CARE SECTION

**Prosthetic Device Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in a the Covered Person's incurral of expense for Prosthesis. The Prosthesis must be:

1. prescribed by a Physician for functional use due to the Covered Person's loss of a hand, foot or sight of an eye; and
2. as the result of an Injury sustained in a Covered Accident.

The Covered Person must incur the expense for the Prosthesis within 365 days of the date of the Covered Accident.

We will not pay more than two times the Maximum Benefit Amount shown in the Schedule for all Prosthesis prescribed as the result of any one Covered Accident.

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

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

**Rehabilitation Unit Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the Covered Person's Confinement in a Rehabilitation Facility. The Rehabilitation Confinement must be for physical, occupational, or speech therapy received from a medical practitioner to treat the Covered Person's Injury that resulted from a Covered Accident.

The Rehabilitation Confinement must commence:

1. within 30 days of a Hospital Confinement that is covered under the Hospital Care Section; and
2. within 90 days of the Covered Accident.

We will not pay for any part of the Rehabilitation Confinement that extends beyond a maximum payment period of 30 days for all Rehabilitation Confinements of the Covered Person that are due to the same Covered Accident.

If this Benefit and the Hospital Confinement Benefit would both be payable for the same day, only the Hospital Confinement Benefit will apply. Any amount already paid under the Rehabilitation Benefit for such day, will be subtracted from the amount payable under the Hospital Confinement benefit.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

The term **Rehabilitation Confinement** means admission as an Inpatient to a unit or facility providing skilled physical, occupational or speech therapy as stated above. It does **not** mean being an Inpatient in an institution or part thereof which is used primarily as:

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

## COMMON INJURIES SECTION

**Abdominal / Thoracic Surgery Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in:

1. open abdominal or thoracic surgery;
2. the surgery is performed to repair internal injuries received as the result of a Covered Accident; and
3. the surgery occurs within 72 hours after the Covered Accident.

We will pay the reduced amount shown for this benefit if such surgery is exploratory and without repair. This benefit does not cover surgery related to a hernia. This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Blood/Plasma/Platelets Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the need for:

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

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident. The transfusion must occur within 90 days of the date of the Covered Accident.

**Burn Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury:

1. which results in one of the following levels of burn:
  - a. 2nd Degree (at least 36% of body surface);
  - b. 3rd Degree (9 to 34 square inches);
  - c. 3rd Degree (35 or more square inches); and
2. Treatment is received from a Physician within 72 hours of the Covered Accident.

The Maximum Benefit Amount that applies is stated across from the level of the burn and it is based upon the severity of the burn. If more than one level of burn is sustained as the result of any one Covered Accident, only the one level that pays the highest amount will be paid. This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

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

1. a Covered Person sustains an Injury which results in the Covered Person's Coma; and
2. the Coma:
  - a. begins while the Covered Person's insurance is in force;
  - b. is diagnosed by a Physician as having commenced within 90 days after the Covered Accident that caused the Covered Person's Injury.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

The term **Coma** means a state of profound unconsciousness. To be covered under this benefit, the coma must be continuous for a period of at least 7 days and be:

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

The Coma diagnosis must be supported by:

1. a Glasgow Coma Scale Score of eight or below throughout the 7 day period; and
2. an Electroencephalogram (EEG).

The term Coma will not include any medically induced coma.

**Concussion Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the Covered Person's concussion. A Physician must:

1. diagnose the concussion; and
2. use a medical imaging procedure within 72 hours after the Covered Accident to make the diagnosis.

This benefit will not be paid more than once as the result of:

1. the Covered Accident that caused the Covered Person's Injury; or
2. any Covered Accident occurring within 12 months of an accident for which a payment has already been made or is due under this Benefit.

## COMMON INJURIES SECTION

**Dental Emergency Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury which:

1. causes damage to a natural tooth; and
2. a Physician either extracts, or repairs the tooth by placement of a crown, within 90 days of the date of the Covered Accident.

The Maximum Benefit Amount that applies is stated across from the type of dental work.

The total amount that We will pay for:

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

**Dislocation (Separated Joint) Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury which:

1. results in the Covered Person's Dislocation (Separated Joint); and
2. within 90 days of the Covered Accident, a Physician treats the Dislocation by either:
  - a. an open surgical reduction; or
  - b. a closed non-surgical reduction.

The Maximum Benefit Amount that applies is stated across from the type of Dislocation.

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

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

The **Dislocation** must result in a completely separated joint. An **Open Reduction of Dislocation** is one that is surgically corrected. A **Closed Reduction of Dislocation** is one that is non-surgically corrected. A **Closed Reduction of Dislocation without Anesthesia** is one that is non-surgically corrected without the use of Anesthesia.

**Eye Surgery Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury that requires:

1. a Physician to perform surgery or to remove a foreign object from the eye; and
2. the Treatment is received from the Physician within 90 days after the Covered Accident.

The Maximum Benefit Amount that applies is stated across from the type of eye surgery.

This benefit is not paid for examination with anesthesia which:

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

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Family Child Daycare Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule for each day that a Covered Person's Child receives child care if:

1. a Covered Person, who is the Child's parent, sustains an Injury which results in the Covered Person's admission to the Hospital as an Inpatient; and
2. the Inpatient Confinement begins:
  - a. within 30 days of a Covered Accident which caused the Injury; and
  - b. while the Covered Person's insurance is in force;
3. an expense is charged for a day of care by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided; and
4. the day of child care coincides with a day of Hospital Confinement which is covered under the Policy.

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

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

## COMMON INJURIES SECTION

**Family Lodging Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule for each day of a companion's Lodging if the Covered Person sustains an Injury and:

1. it results in Hospital Confinement within 30 days of a Covered Accident;
2. the Confinement is more than 100 miles from a residence of the Covered Person;
3. a person who is a companion accompanies the Covered Person and such companion incurs Lodging expense for the day; and
4. the day coincides with a day of Hospital Confinement which is covered under the Policy.

The term **Lodging** means an overnight accommodation:

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

This benefit will not be paid for more than 30 days for the Covered Person's companion as the result of any one Covered Accident. The lodging cannot be owned by the companion, the Covered Person, or their Immediate Family.

**Fracture Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury which:

1. results in the Covered Person's Fracture due to a Covered Accident; and
2. within 90 days of the Covered Accident, a Physician treats the Fracture by either:
  - a. an open surgical procedure; or
  - b. a closed non-surgical reduction.

The Maximum Benefit Amount that applies is stated across from the type of Fracture. The total amount that We will pay under this Benefit and under the Dislocation Benefit for all Fractures and Dislocations sustained by the Covered Person as the result of any one Covered Accident will be the lesser of:

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

The term **Fracture** means a broken bone which can be seen by x-ray. An **Open Reduction of Fracture** is one that is surgically corrected. A **Closed Reduction of Fracture** is one that is non-surgically corrected. A **Chip Fracture** is one in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

**Laceration Benefit:** We will pay the Maximum Benefit Amount that applies as shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results a Laceration that is treated by a Physician within 72 hours of a Covered Accident. The Maximum Benefit Amount that applies is stated across from the type of Laceration. Any payment under this Benefit for a laceration to a finger, toe, hand, foot or eye will be subtracted from any benefit that becomes due for the same body part under the Accidental Death and Dismemberment Schedule. If a laceration is severe enough to require stitches but the Physician chooses to repair it another way, We will pay the benefit as if the laceration was stitched. This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

The term **Laceration** means a cut.

**Major Diagnostic Exam Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which:

1. results in the Covered Person's incurring expenses for Diagnostic Imaging for the Injury; and
2. the imaging occurs within 30 days of the Covered Accident.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident. If both this benefit and the Concussion Benefit would be payable for the same Injury, only the benefit paying the higher amount will be paid. If any amount has been paid under the Concussion Benefit, it will be subtracted from the amount payable under this benefit.

The term **Diagnostic Imaging** includes but is not limited to x-rays and radiography tests; magnetic resonance imaging (MRI); tomography including positron emission tomography (PET) and computerized axial tomography (CAT); endoscopy; thermography; microscopy; electroencephalography (EEG); magnetoencephalography (MEG); electrocardiography (EKG); ultrasound and other similar imaging tests used for medical diagnostics.

## COMMON INJURIES SECTION

**Organized Sporting Activity Injury Benefit:** If a Covered Person sustains an Injury as the result of a Covered Accident that occurs while participating in an Organized Sporting Activity, We will increase the amounts payable:

1. under the other benefits which are stated in the Common Injuries Section; and
2. under the benefits which are stated in the Follow Up Care Section;

to the lesser of:

1. an increase of an additional 25% of the amounts payable in those Sections; or
2. the dollar Maximum Benefit Amount increase shown for this Benefit in the Schedule.

This benefit will not increase the amounts payable under:

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

We will pay this benefit only once per Covered Accident per twelve-month period.

The **Organized Sporting Activity** must be:

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

for amateurs only.

The competition must be:

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

Competition must be on a regulation playing surface.

**Paralysis Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury which results in the Covered Person's:

1. **Quadriplegia:** total and permanent Paralysis of both upper and lower limbs.
2. **Paraplegia:** total and permanent Paralysis of both lower limbs.
3. **Hemiplegia:** total and permanent Paralysis of upper and lower limbs on one side of the body.

The Maximum Benefit Amount is based on the type of Paralysis, stated above, that applies.

The Paralysis must:

1. be confirmed by a Physician;
2. based on documented evidence that the Paralysis was caused by Injury sustained in the Covered Accident;
3. have a duration of at least 30 consecutive days and be expected to be permanent; and
4. commence within 90 days of the date of the Covered Accident.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

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

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

**Ruptured Disc Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury:

1. which results in a herniated disc of the spine; and
2. for which Treatment is received from a Physician:
  - a. within 60 days of the date of the Covered Accident if the Treatment is non-surgical; or
  - b. within 365 days of the Covered Accident if the Treatment is to surgically repair the disc.

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

## COMMON INJURIES SECTION

**Skin Grafts Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule if a Covered Person sustains an Injury:

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

This benefit will not be paid more than once for the Covered Person as the result of any one Covered Accident.

**Tendon/Ligament/Rotator Cuff/Knee Cartilage Benefit:** We will pay the Maximum Benefit Amount shown for this Benefit in the Schedule, for the applicable Injury, if a Covered Person's Injury results in surgery to:

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

The surgery must be:

1. performed to repair an Injury received as the result of a Covered Accident; and
2. occur within 180 days after the Covered Accident.

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

If the Covered Person sustains more than one Injury that is payable under this Benefit, the total amount that We will pay as the result of any one Covered Accident will be the lesser of:

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

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

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

1. a Covered Person sustains an Injury as the result of a Covered Accident;
2. the Injury requires Special Treatment more than 100 miles from a residence of the Covered Person; and
3. the first trip to the Special Treatment occurs within 90 days of the Covered Accident.

This benefit is not payable for:

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

This benefit will not be paid more than three times for the Covered Person as the result of any one Covered Accident.

The term **Special Treatment** means Treatment that:

1. is prescribed by a Physician and that is not available within 100 miles of the Covered Person's residence; and
2. occurs within 180 days of the Covered Accident.

## EXCLUSIONS

**Exclusions:** We will not cover any loss caused or contributed to by:

1. Disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an accidental wound);
2. Suicide or intentionally self-inflicted injury, while sane or insane;
3. Participation in a riot or insurrection, or commission of a felony;
4. War or any act of war, declared or undeclared;
5. Voluntary use of drugs, hallucinogen, controlled substance, or narcotic unless prescribed by a physician;
6. Participating in any event or activity, including the operation of a vehicle, while intoxicated or under the influence according to the applicable state law where the loss occurred;
7. Engaging in the following hazardous activities: skydiving, hang gliding, sail gliding, parasailing, para kiting, motorized dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping or using off-road vehicles;
8. riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
9. Travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people;
10. practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of a claim must be given within 20 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the claimant's name, the Policyholder's name and the Policy number. The Notice of Claim must be sent to the plan administrator. The plan administrator will send it to Us.

**Claim Forms:** When We receive the notice of claim, We will send the forms for giving Us Proof of Claim. The forms will be sent within 15 days after We receive the notice of claim. If the forms are not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. The claimant will satisfy the proof of claim requirement if written proof of the occurrence, nature and extent of the loss are sent to Us.

**Proof of Claim:** Written Proof of Claim must be filed within 90 days after:

1. the end of each month of Our liability for periodic payment of claims; or
2. the date of the loss for all other claims.

If it is not possible to give proof within the 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Time of Claim Payment:** Benefits for loss covered by the Policy are paid upon receipt of due Proof of Claim. We will pay any daily benefit due:

1. on a monthly basis, after We receive the proof, while the loss and Our liability continue; or
2. immediately after We receive the proof following the end of Our liability.

We will pay any other benefit immediately after We receive due Proof of Claim. However, if special circumstances require an extension, We will provide the Covered Person with:

1. a description of any further proof needed to perfect the claim; and
2. an explanation of why such material is needed.

Benefits for a covered loss will then be paid upon receipt of all proper Proof of Claim.

**Payment of Claims:** Loss of Life benefits are payable in accordance with the Beneficiary designation in effect at the time of the Primary Covered Person's death. If there is no Beneficiary, or the Beneficiary is not living at the time of the Primary Covered Person's death, benefit are payable to his survivors, in equal shares, in the first of the following classes to have a survivor at the Primary Covered Person's death:

1. spouse;
2. children;
3. parents;
4. brothers and sisters.

If there is no survivor in these classes, payment will be made to the Primary Covered Person's estate.

The Primary Covered Person is the beneficiary for Covered Persons who are his Dependents.

Except as otherwise noted for specified additional benefits that may be included in the Policy, all other benefits due and not assigned will be paid to the Primary Covered Person, if living. Otherwise, the benefits will be paid according to the above.

If a benefit is payable to a Covered Person's estate, to a minor or to someone who is not competent to give a valid release, We have the right to pay up to \$1,000 to any relatives whom We consider entitled. Any amount We pay in good faith releases Us from further liability, but only for the amount paid.

**Overpayment of Claim:** We have the right to recover any overpayments due to:

1. fraud; and
2. any error that a Covered Person, We or the plan administrator make in processing a claim.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Beneficiary if living, or the Covered Person's estate.

## CLAIM PROVISIONS

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after the Covered Person has given Us written Proof of Claim. No suit may be brought more than three years (five years in Kansas, six years in South Carolina) from the date Proof of Claim is required to be submitted to Us after the date of loss.

**Physical Examinations:** We have the right to have a Physician or other medical practitioner or vocational expert of Our choice examine the Covered Person as often as We feel is necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Misstatement of Age:** If a Covered Person's Age has been incorrectly stated, the premium rates will be adjusted to the correct Age. If the change in Age affects his benefits, the benefits will be corrected accordingly and the premium adjustment will take this correction into account.

**Time Limit on Certain Defenses:** If a Primary Covered Person made a misstatement on the application, We will not use it to void the Certificate or deny a claim for loss incurred after the person about whom the statement was made has been continuously covered under the Policy for two years from his Effective Date; or, with respect to increases in coverage, two years from the Effective Date of the increase in the coverage; unless the misstatement was fraudulent. There is no time limit for fraudulent statements.

**Assignment:** We will recognize any assignment under the Policy other than a collateral assignment, provided:

1. it is duly executed; and
2. a copy is on file with Us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

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

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

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

*This insurance duplicates Medicare benefits when it pays:*

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

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

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

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

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

**Before You Buy This Insurance**

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

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

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

**CERTIFICATE MODIFICATIONS RIDER**

**Certificate Modification(s) to the Certificate**

**Policyholder:** East Texas Employee Benefits Cooperative

**Policy Number:** 304657

It is agreed that the Certificate is amended as follows:

Effective September 1, 2016, with respect to residents of the states as shown on the subsequent pages, the following provisions amend or are added to the Certificate:

**UnitedHealthcare Insurance Company  
Hartford, Connecticut**

Signed for the Company by:



Thomas J. McGuire, Secretary



Jeffrey D. Alter, President

## CERTIFICATE MODIFICATIONS RIDER

### STATUTORY PROVISIONS

#### ALASKA

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

##### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, Any references to gender (i.e., "of the opposite or same sex" or "of the same sex") in the Domestic Partner and Domestic Partnership definitions are deleted and do not apply to you.

##### **Exclusions**

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

##### **Overpayment of Claim**

The Overpayment of Claim section as contained in the Claim section is hereby changed to read as follows:

**Overpayment of Claim:** We have the right to recover any overpayments due to any error that We or the plan administrator make in processing a claim within 180 days of payment of a benefit.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Beneficiary if living, or the Covered Person's estate.

#### ARKANSAS

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

##### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:  
UnitedHealthcare Insurance Company  
Administrative Offices  
9700 Health Care Lane – 8<sup>th</sup> Floor  
Minnetonka, MN 55343  
1-866-615-8727

If the question is not resolved, you may contact the Arkansas Insurance Department:  
Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, Arkansas 77201-1904  
Telephone: 1-800-852-5494 or 501-371-2640

##### **Continuation of an Incapacitated Child:**

When dependent coverage is included, the section entitled Continuation of an Incapacitated Child as contained on the page entitled Premium, Continuation, and Reinstatement has been changed to remove the 31 day notice requirement.

## CERTIFICATE MODIFICATIONS RIDER

### FLORIDA

Residents of the state of Florida:

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

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

#### **General Definitions**

**Child:** When coverage for children is included in the policy, foster children are also included.

#### **Time of Claim Payment**

The section entitled Time of Claim Payment is hereby added to the page entitled Claim Provisions.

**Time of Claim Payment:** Benefits for loss covered by the Policy are paid immediately upon receipt of due Proof of Claim. We will pay any daily benefit due:

1. on a monthly basis, after We receive the proof, while the loss and Our liability continue; or
2. immediately after We receive the proof following the end of Our liability.

However, if special circumstances require an extension, within 45 days of receipt of the initial proof, We will provide the Covered Person with:

1. a description of any further proof needed to perfect the claim; and
2. an explanation of why such material is needed.

Benefits for a covered loss will then be paid upon receipt of all proper Proof of Claim.

#### **Legal Action:**

The section entitled Legal Action as contained on the page entitled Claim Provisions is hereby changed to read as follows:

**Legal Action:** The Covered Person or his Dependent, if applicable, may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought after the expiration of the statute of limitations from the time Proof of Claim is required.

## CERTIFICATE MODIFICATIONS RIDER

### IDAHO

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

#### Insurer Information Notice

Any questions regarding the Policy may be directed to:  
UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-866-615-8727

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

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043

1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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

##### **ACCIDENT ONLY COVERAGE**

**THIS CERTIFICATE PROVIDES LIMITED BENEFITS UNDER POLICY FORM UHCAC-POL-1 (01/12) AND CERTIFICATE FORM UHCAC-CRT-ID (01/12)**

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

##### **OUTLINE OF COVERAGE**

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

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

Refer to the Certificate Schedule for:  
a. Maximum Benefit Amount; and  
b. Any Additional Benefits that apply

## CERTIFICATE MODIFICATIONS RIDER

### Idaho (continued)

4. *Exceptions, Reductions and Limitations* - We will not cover any loss caused or contributed to by:
1. Disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an accidental wound);
  2. Pregnancy;
  3. Suicide or intentionally self-inflicted injury, while sane or insane;
  4. Participation in a riot or insurrection, or commission of a felony;
  5. War or any act of war, declared or undeclared;
  6. Alcoholism or drug addiction;
  7. Participating in any event or activity, including the operation of a vehicle, while intoxicated or under the influence according to the applicable state law where the loss occurred;
  8. Engaging in Russian Roulette or autoerotic asphyxiation;
  9. Engaging as a professional in the following hazardous activities: skydiving, hang gliding, sail gliding, parasailing, para kiting, mountain climbing, or bungee jumping;
  10. Riding in or driving, as a professional, any:
    - motorized dirt bike or off-road vehicle; or
    - motor-driven vehicle in a race, stunt show or speed test;
  11. operating any aircraft;
  12. Practicing for or participating in any professional competitive athletic contests for which any type of compensation or remuneration is received.

*Renewability* - You will cease to be a Covered Person and your insurance will terminate on the earliest of the following dates:

1. the last day of the period for which premium was paid, if the next payment is not made when due, subject to the Continuation during Grace Period provision;
2. the last day of the month during which you become a member of the armed forces on active duty, except:
  - a. for duty of 30 days or less for training in the Reserves or National Guard; or
  - b. to the extent coverage is continued under the Leave of Absence Continuation provision;
3. the last day of the month during which you cease to be a member of a class eligible for insurance;
4. the date the Policy terminates, or with respect to a specific benefit, the date that such benefit terminates;
5. the date you are no longer Actively at Work due to a labor dispute, including but not limited to strike, work slow down or lock out; or
6. the last day of the month during which you cease to be Actively at Work for any other reason, unless Active Work ceases during an approved layoff, medical or non-medical leave of absence, then the insurance will continue for up to 3 months from the date he stopped Active Work.

UHCAC-OOC-ID (01/12)

## CERTIFICATE MODIFICATIONS RIDER

### Idaho (continued)

#### **Definition of Hospital:**

The definition of Hospital as contained in the Definition section is hereby changed to read as follows:

**Hospital:** an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and Treatment of sick and injured persons on an Inpatient basis;
3. operates, either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of legally qualified Physicians, medical, diagnostic and major surgical facilities for the care and Treatment of sick or injured persons on an in-patient basis for which a charge is made;
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.); and
5. is located within the United States or its territories and is approved as a Hospital by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO).

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

1. a nursing home, or convalescent home, or Skilled Nursing Facility;
2. a place for rest, custodial care, or for the aged;
3. a clinic; or
4. a place for the Treatment of Mental Illness, alcoholism, or drug addiction.

#### **Definition of Injury**

The definition of Injury as contained in the Definition section is hereby changed to read as follows:

**Injury:** bodily injury that is the direct result of a Covered Accident and that occurs while insured under the Policy as a Covered Person.

Loss resulting from:

1. pregnancy, Sickness, illness, or disease, except for pyogenic infection through an accidental wound; or
2. medical or surgical Treatment of pregnancy, Sickness, illness or disease;

is not considered the result of Injury.

#### **Definition of Sickness:**

The definition of Sickness as contained in the Definition section is hereby changed to read as follows:

**Sickness:** sickness or disease that first manifests itself after the effective date of insurance and while insurance is in force.

## CERTIFICATE MODIFICATIONS RIDER

### Idaho (continued)

#### **Enrolling in or Changing Dependent Insurance Under the Policy**

When dependent coverage is included, the section entitled Enrolling in or Changing Dependent Insurance Under the Policy as contained on the page Eligibility, Effective Date and Termination Provisions is hereby replaced with the following:

**Enrolling in or Changing Dependent Insurance:** To Enroll a Dependent and make changes to Dependent insurance, the Employee must complete Enrollment during:

1. an Enrollment Period;
2. within 31 days of a Change in Family Status, other than a change to add a newborn or newly adopted child; or
3. within 60 days of a Change in Family Status to enroll in coverage for a newborn or newly adopted child.

If the Employee does not Enroll his Dependents, he will not have Dependent insurance. The Employee may enroll for Dependent insurance for Spouse only, Children only, or both Spouse and Children.

#### **Newborn or Newly Adopted Child:**

When dependent coverage is included, the section entitled Newborn Child as contained on the page Eligibility, Effective Date and Termination Provisions is hereby replaced with the following:

**Newborn or Newly Adopted Child:** A:

1. newborn child will become covered under the Policy from the moment of live birth; and
2. a newly adopted child will be covered from the date the child is placed for adoption.

The child will have the same benefits as are offered to other Dependent Children.

With respect to Idaho residents, this includes coverage for the care and treatment of Congenital Anomaly, subject to the terms of the Policy.

A Congenital Anomaly refers to a condition existing at or from birth that is a Significant Deviation from the common form or function of the body. Congenital Anomaly is often caused by a hereditary or developmental defect or disease. Because the Policy provides coverage for Injury only, it covers Congenital Anomaly only to the extent that it is found to have been caused by an Injury.

Significant Deviation means a deviation which impairs the function of the body and includes, but is not limited to, the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies. To the extent that such condition is found to have been the result of Injury from a Covered Accident, the Policy pays benefits the same as any other Injury. However, the Policy does not cover these when they result from Sickness.

The Employee should notify Us that the Employee has a newborn child or newly adopted child within 60 days of the child's birth or placement.

If Your other children are not covered by the Policy on that date, additional premium is required for the child's coverage. It is due no later than 31 days following the date You receive a bill for the required premium.

The child's coverage under this provision will cease on the later of:

1. the date premium is due but not paid; or
2. the 60th day;

next following the child's birth or placement.

## CERTIFICATE MODIFICATIONS RIDER

### Idaho (continued)

However, the child's coverage will not cease on that date if:

1. We have received a notification and the required premium to continue coverage for the child before that date; or
2. Your other child(ren) are covered by the Policy on that date.

### **Catastrophic Accident Benefit**

The Catastrophic Accident Benefit as contained in the Additional Benefits Section is hereby replaced with the following:

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

1. the Covered Person sustains an Injury as the result of a Covered Accident and the Injury results in one of the following Losses:
  - a. Loss of both hands or both feet;
  - b. Loss of use of both arms or both legs;
  - c. Loss of one hand and one foot;
  - d. Loss of use of one arm and one leg;
  - e. Loss of sight of both eyes;
  - f. Loss of hearing in both ears;
  - g. Loss of ability to speak; and
2. the Loss occurs within 90 days of the date of a Covered Accident.

The Covered Person must be treated for the Injury by a Physician. The Physician must certify that the Loss is permanent.

We will not pay more than the Maximum Benefit Amount stated in the Schedule for this Benefit for all Losses sustained by a Covered Person as the result of any one Covered Accident.

This benefit is payable only once in the Covered Person's lifetime.

This benefit will be reduced by any benefits paid under:

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

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

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

## CERTIFICATE MODIFICATIONS RIDER

### Idaho (continued)

#### Exclusions

The exclusions as contained in the section entitled Exclusions are hereby replaced with the following:

**Exclusions:** We will not cover any loss caused or contributed to by:

1. Disease, bodily or mental infirmity, or medical or surgical Treatment of these (except pyogenic infections through an accidental wound);
2. Pregnancy;
3. Suicide or intentionally self-inflicted injury, while sane or insane;
4. Participation in a riot or insurrection, or commission of a felony;
5. War or any act of war, declared or undeclared;
6. Alcoholism or drug addiction;
7. Participating in any event or activity, including the operation of a vehicle, while intoxicated or under the influence according to the applicable state law where the loss occurred;
8. Engaging in Russian Roulette or autoerotic asphyxiation;
9. Engaging as a professional in the following hazardous activities: skydiving, hang gliding, sail gliding, parasailing, para kiting, mountain climbing, or bungee jumping;
10. Riding in or driving as a professional any;
  - a) motorized dirt bike, off-road vehicle; or
  - b) motor-driven vehicle in a race, stunt show or speed test;
11. operating any aircraft;
12. Practicing for or participating in any professional competitive athletic contests for which any type of compensation or remuneration is received.

## CERTIFICATE MODIFICATIONS RIDER

### NORTH CAROLINA

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

#### **Definition of Active Work or Actively at Work**

The second paragraph of the definition entitled Active Work or Actively at Work as contained in General Definitions is hereby replaced with the following:

The Primary Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits. Unless he is not able to perform the material and substantial duties of his regular occupation for the entire normal workday on the prior workday or on the day of absence, a Primary Covered Person will be considered Actively at Work on the following days:

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

#### **Definition of Change in Family Status**

The definition of Change in Family Status in General Definitions includes placement of a Child in a foster home, as shown below:

2. a change in the number of Dependents (birth, legal adoption of a Child, placement of a Child for adoption, placement of a Child in a foster home or death of a Dependent);

#### **Definition of Child**

The definition of Child in General Definitions includes the following:

A non-custodial Child; a foster Child from the date he is placed in a foster home; or a Child for whom the Covered Person is required to provide insurance due to a court or administrative order. Also, an adopted Child's coverage is effective from the date of placement for the purpose of adoption and continues unless placement is disrupted prior to legal adoption and the child is removed from placement.

#### **Definition of Hospital**

The definition of Hospital in General Definitions includes the following:

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

#### **Newborn Child:**

When dependent coverage is included, the section Newborn Child on the page Eligibility, Effective Date and Termination Provisions is hereby replaced with the following:

**Newborn Child/Adopted/Foster:** A newborn child, adopted or foster Child will become covered under the Policy:

1. from the moment of live birth, with respect to the Covered Person's natural newborn Child;
2. on the date the Child is placed in the Covered Person's home for adoption or foster care; if an Employee's other Dependent children are insured on that date.

The child will be covered for Injury only, and have the same benefits as the Employee's other Dependent Children. The Employee should notify Us within 31 days of the child's birth or the date of placement for adoption or foster care, whichever applies.

## CERTIFICATE MODIFICATIONS RIDER

### NORTH CAROLINA (continued)

#### Continuation of an Incapacitated Child

We may not require proof of continued incapacity more than once per year.

#### Proof of Claim

The Proof of Claim in the Claim Provisions is modified to replace the filed by date of 90 days to 180 days.

#### Time Limit on Certain Defenses

The Time Limit on Certain Defenses in the Claim Provisions is modified so that fraudulent misstatements are not the bases of contesting coverage after the policy has been in force for 2 years.

## OKLAHOMA

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

#### The following disclosures have been included:

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

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

#### Domestic Partnership

When Domestic Partners are included, item 1 of the section entitled Domestic Partnership as contained on the page entitled General Definitions is hereby changed to read as follows:

1. they must not be related;

#### Newborn Child

When Dependent coverage is included, the section Newborn Child as contained on the page Dependent Eligibility, Effective Date and Termination Provisions is hereby replaced with the following:

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

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

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

## CERTIFICATE MODIFICATIONS RIDER

### OKLAHOMA (continued)

#### **Exclusions**

Item 4 of the section Exclusions as contained on the page entitled Exclusions is hereby changed to read as follows:

4. an act or accident of war, declared or undeclared, while the Covered Person was serving in the military or an auxiliary unit thereto

#### **Overpayment of Claim**

The section entitled Overpayment of Claim as contained on the page entitled Claim Provisions is hereby replaced with the following:

**Overpayment of Claim:** We have the right to recover any overpayments due to:

1. fraud; and
2. any error that a Covered Person, We or the plan administrator make in processing a claim.

The Covered Person must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from the Covered Person's Beneficiary if living, or the Covered Person's estate. Except in the case of fraud, We will not exercise this right more than 24 months after the date that the overpayment was made.

## CERTIFICATE MODIFICATIONS RIDER

### VERMONT

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

#### **Vermont Mandatory Civil Union**

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

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

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

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

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

UHCAC-CIVUNION-VT

## CERTIFICATE MODIFICATIONS RIDER

### WASHINGTON

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

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

**UnitedHealthcare Insurance Company  
185 Asylum Street  
Hartford, Connecticut  
(Home Office)**

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

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

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

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

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

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

The benefits under this policy are summarized below:

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

2. **Benefit Amount:**

#### **Covered Expenses**

<b>SECTION: ACCIDENTAL DEATH AND DISMEMBERMENT</b>	<b>MAXIMUM BENEFIT AMOUNT</b>
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#### **Accidental Death and Dismemberment Benefits:**

For a Covered Person who is an Employee or Spouse:

Life	\$40,000
Both hands or Both feet	\$40,000
One hand and One foot	\$40,000
One hand or One foot	\$20,000
Two or more of fingers or toes	\$8,000
One finger or one toe	\$4,000

For a Covered Person who is a Child, amounts are 50% of those shown next to the Loss for Employee or Spouse

## CERTIFICATE MODIFICATIONS RIDER

### Accidental Death Common Carrier Benefit

For a Covered Person who is an Employee or Spouse:	\$160,000
For a Covered Person who is a Child:	\$80,000

### SECTION: INITIAL CARE

#### MAXIMUM BENEFIT AMOUNT

Ground Ambulance Benefit	\$400
Air Ambulance Benefit:	\$2,400
Emergency Room Treatment Benefit:	\$200
Physician Office/Urgent Care Benefit / per visit:	\$80

### SECTION: HOSPITAL CARE

#### MAXIMUM BENEFIT AMOUNT

Hospital Admission Benefit / per admission:	\$1,600
Hospital Confinement Benefit / per day	\$320
Hospital ICU Admission Benefit / per admission:	\$5,000
Hospital ICU Confinement Benefit / per day:	\$1,000

### SECTION: WAIVER OF PREMIUM

Included

### SECTION: FOLLOW UP CARE

#### MAXIMUM BENEFIT AMOUNT

Follow-Up Physician Treatment Benefit:	\$80
Medical Appliances Benefit:	\$280
Physical Therapy Benefit: / per day:	\$60
Prosthetic Device/Artificial Limb Benefit / per prosthesis	\$1,000
Rehabilitation Unit Benefit / per day:	\$160

### SECTION: COMMON INJURIES

#### MAXIMUM BENEFIT AMOUNT

Abdominal / Thoracic Surgery Benefit:	
Surgery to repair	\$2,000
Exploratory Surgery without repair	\$200
Blood/Plasma/Platelets Benefit:	\$560
Burn Benefit:	
2nd Degree (at least 36% of body surface)	\$1,000
3rd Degree (9 to 34 square inches)	\$2,000
3rd Degree (35 or more square inches)	\$16,000
Coma Benefit:	\$20,000
Concussion Benefit:	\$280
Dental Emergency Benefit:	
For broken teeth repaired with crown(s)	\$400
For broken teeth resulting in extractions	\$160

**CERTIFICATE MODIFICATIONS RIDER**

<b>Dislocation (Separated Joint) Benefit:</b>	<b>Open Reduction</b>	<b>Closed Reduction with Anesthesia</b>
Hip	\$6,400	\$3,200
Knee (except Patella)	\$3,200	\$1,600
Ankle or Foot (other than toes)	\$2,560	\$1,280
Collar Bone (Sternoclavicular)	\$1,600	\$800
Lower Jaw	\$960	\$480
Shoulder (Glenohumeral)	\$960	\$480
Elbow	\$960	\$480
Wrist	\$960	\$480
Hand (other than fingers)	\$960	\$480
Collar Bone (Acromoclavicular)	\$320	\$160
One Toe or Finger	\$320	\$160
<b>For Closed Surgical Reduction without Anesthesia:</b> 25% of amount shown for Closed with Anesthesia.		
<b>Eye Surgery Benefit:</b>		\$400
<b>Family Child Daycare Benefit / per day:</b>		\$56
<b>Family Lodging Benefit / per night</b>		\$280
<b>Fracture Benefit:</b>	<b>Open Reduction</b>	<b>Closed</b>
<b>Reduction</b>		<b>with</b>
<b>Anesthesia</b>		
<b>Surgical Reduction Type:</b>		
Skull (except bones of face or nose)		
Depressed	\$8,000	\$4,000
Simple	\$3,200	\$1,600
Hip, Thigh (Femur)	\$4,800	\$2,400
Vertebrae (body of)	\$2,560	\$1,280
Pelvis (excluding coccyx)	\$2,560	\$1,280
Leg	\$2,560	\$1,280
Face or nose	\$1,120	\$560
Upper Jaw (except Alveolar process)	\$1,120	\$560
Upper Arm (Elbow to Shoulder)	\$1,120	\$560
Lower Jaw (except Alveolar process)	\$960	\$480
Shoulder Blade or Collarbone	\$960	\$480
Vertebral Process	\$960	\$480
Forearm, hand, wrist (except fingers)	\$960	\$480
Kneecap	\$960	\$480
Foot (excluding toes)	\$960	\$480
Ankle	\$960	\$480
Rib	\$800	\$400
Coccyx	\$640	\$320
Finger or toe	\$160	\$80
<b>For Chip Fractures:</b>	25% of amounts shown for Closed with	
Anesthesia		

## CERTIFICATE MODIFICATIONS RIDER

**Laceration Benefit:**

- Laceration not requiring stitches, staple, or glue \$60
- Total of All Lacerations:
  - Not more than 5 cm \$100
  - More than 5 cm, but less than 15 cm \$400
  - More than 15 cm \$800

**Major Diagnostic Exam Benefit**

\$320

**Organized Sporting Activity Injury Benefit:**

increases amounts payable under Follow Up Care and Common Injuries Sections by: Lesser of:  
but in no event more than: 25% or  
\$10,000

**Paralysis Benefit:**

Maximum Benefit for Quadriplegia: \$20,000  
Maximum Benefit for Paraplegia \$10,000  
Maximum Benefit for Hemiplegia \$10,000

**Ruptured Disc Benefit:**

\$800

**Skin Grafts Benefit:**

Percentage of Amount Payable under the Burn Benefit: 25%

**Tendon/Ligament/Rotator Cuff/Knee Cartilage Benefit:**

Surgery to repair one \$800  
Surgery to repair more than one \$1,600  
Exploratory surgery without repair: \$280

**Transportation Benefit:**

\$800

3. **Benefit Trigger:** The coverage pays you or your Dependent the Maximum Benefit Amount for each Benefit shown on the Certificate Schedule, subject to all the terms, limits, and exclusions of the policy.

*Benefit Waiting Period:* No Benefit Waiting Period is required.

## CERTIFICATE MODIFICATIONS RIDER

### Washington (continued)

4. **Duration of Coverage:** Your coverage terminates on the first to occur of: the last day of the period for which premium is paid; the last day of the month during which you enter active duty of the armed forces; the last day of the month during which you cease to be in a class eligible for coverage; the date the Policy terminates; the date a benefit shown on the Schedule of Benefits is paid to you; or the last day of the month during which you cease to be actively at work.

Your dependent's coverage will terminate when you are in a class that is no longer eligible for dependent coverage or if the dependent no longer meets the definition of a dependent as explained in the certificate. Coverage may be continued for children who reach the age limit and are incapacitated on that date.

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

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

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

We will not cover a Covered Accident under the Policy if it is due to: Disease, bodily or mental illness, or medical or surgical Treatment of these (except pyogenic infections through an accidental wound); Suicide or intentionally self-inflicted injury, while sane or insane; Participation in a riot or insurrection, or commission of a felony; War or any act of war, declared or undeclared; Participating in any event or activity, including the operation of a vehicle, while intoxicated or under the influence; Engaging in the following hazardous activities: skydiving, hang gliding, sail gliding, parasailing, para kiting, motorized dirt bike riding, mountain climbing, Russian Roulette, autoerotic asphyxiation, bungee jumping or using off-road vehicles; riding in or driving any motor-driven vehicle in a race, stunt show or speed test; Travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people; practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

**No Pre-existing Conditions Exclusion:** Payment of benefits under the policy is not subject to pre-existing conditions.

UHCAC-OOC-WA (01/12)

### **Definitions**

**Dependent:** When Dependent coverage is included the following definitions have been changed as follows:

**Spouse** means a legal Spouse including a Domestic Partner. When Spouse coverage is included, coverage for a domestic partner is included.

## CERTIFICATE MODIFICATIONS RIDER

### Washington (continued)

**Domestic Partner:** a person of the opposite or same sex with whom the Employee has established a Domestic Partnership.

**Domestic Partnership:** a relationship between an Employee and one other person of the opposite or same sex. All of the following requirements apply to both persons:

1. they must not be related by blood or a degree of closeness that would prohibit marriage in the law of the state in which they reside;
2. they must not be currently married to, or a Domestic Partner of another person under either statutory or common law;
3. they must share the same permanent residence and the common necessities of life;
4. they must be at least 18 years of age;
5. they must be mentally competent to consent to contract;
6. they must be financially interdependent and have furnished documents to support the following conditions of such financial interdependence:
  - a. they have a single dedicated relationship of at least 24 months duration;
  - b. they have at least two of the following;
    - a joint ownership of an automobile;
    - a joint checking, bank or investment account;
    - a joint credit account;
    - a joint ownership or a lease for a residence identifying both partners as tenants; or
    - a will and/or life insurance policies which designates the other as Primary beneficiary;
7. the Primary Covered Person and the Domestic Partner must jointly sign the required Affidavit of Domestic Partnership prior to coverage being issued.

**Child and Eligible Student:** When dependent coverage is included, the requirement of married or unmarried has been removed from the definition of Child and Eligible Student.

**Injury:** The definition of Injury time period for initial diagnosis is 365 days.

### **Accidental Death and Dismemberment Section**

- The Accidental Death and Dismemberment insuring clause loss incurral period is 365 days.
- The Common Carrier Benefit loss incurral period is 365 days.

### **Initial Care Section**

- The Ground Ambulance Benefit loss incurral period is 365 days.
- The Air Ambulance Benefit and the Emergency Room Treatment Benefit loss incurral period is 365 days.
- The Physician Office/Urgent Care Visit loss incurral period is 365 days.

### **Hospital Care Section**

- The Hospital Admission Benefit and the Hospital Confinement Benefit loss incurral period is 365 days.

### **Follow Up Care Section**

- The Follow Up Physician Treatment Benefit and Medical Appliance Benefit loss incurral period is 365 days.
- The Physical Therapy Benefit loss incurral period is 365 days.

### **Follow Up Care Section**

- The Rehabilitation Unit Benefit loss incurral period for Hospital Confinement and Covered Accident is 365 days.

## CERTIFICATE MODIFICATIONS RIDER

### Washington (continued)

#### **Common Injuries Section**

- The Abdominal/Thoracic Surgery Benefit, Burn Benefit and Concussion Benefit loss incurral period is 365 days.
- The Blood/Plasma/Platelets Benefit and the Coma Benefit loss incurral period is 365 days.
- The Dental Emergency Benefit, Dislocation Benefit, and the Eye Surgery Benefit loss incurral period is 365 days.
- The Family Child Daycare Benefit loss incurral period is 365 days.
- The Fracture Benefit loss incurral period is 365 days.
- The Family Lodging Benefit and the Major Diagnostic Exam Benefit loss incurral period is 365 days.
- The Laceration Benefit loss incurral period is 365 days.
- The Paralysis Benefit loss incurral period is 365 days.
- The Ruptured Disc Benefit loss incurral period is 365 days.
- The Tendon/Ligament/Rotator cuff/Knee Cartilage Benefit loss incurral period is 365 days.
- The Transportation Benefit loss incurral period in the insuring clause is 365 days; and the loss incurral period in the definition of Special Treatment is 365 days.

#### **Additional Benefits Section**

- The Outpatient Medical Expense loss incurral period is 365 days.
- Catastrophic Accident Benefit loss incurral period is 365 days.
- Occupational HIV Benefit the loss incurral period is 365 days.

#### **Exclusions**

- Item 1 of the section Exclusions as contained on the page entitled Exclusions has hereby been changed to read as follows:
  1. Disease, bodily or mental illness, or medical or surgical Treatment of these (except pyogenic infections through an accidental wound);
- The alcohol and drug exclusion as contained on the page General Exclusions and Limitations has been removed.
- The intoxication exclusion has been changed to read as follows:

Participating in any event or activity, including the operation of a vehicle, while intoxicated or under the influence as defined by the law in the jurisdiction in which the loss occurred and is in violation of said law

