Holley Performance Products Incorporated

Your Hospital Indemnity Plan

Policy No. 987177 013

Underwritten by Unum Insurance Company

10/2/2025

Unum Insurance Company
2211 Congress Street
Portland, ME 04122
(877) 225-2712
services.unum.com

Group Hospital Indemnity Insurance Certificate of Coverage

We welcome you as a customer and are committed to providing quality service. This is your Hospital Indemnity Certificate of Coverage. Hospital Indemnity coverage can ease the potential financial impact of hospital stays and related procedures and treatments by providing benefits. This certificate describes your Hospital Indemnity benefits in detail.

Policyholder: Holley Performance Products Incorporated

Policy Number: 987177 013

Policy Effective Date: January 1, 2026

Policy Anniversary: January 1

Governing Jurisdiction: Kentucky

This certificate is issued to you under the Policy which is a contract between us and the Policyholder. If the terms and provisions of this certificate are different from the Policy, the Policy will govern. A copy of the Policy may be made available to you upon request. The Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

All references to provisions, sections, and defined terms found within this certificate have been capitalized. If you have any questions about the terms and provisions of this certificate, please contact your Employer or us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

This Certificate of Coverage provides limited benefits under the non-participating Policy. The limited benefits provided under this Certificate of Coverage are a supplement to major medical coverage and are not a substitute for major medical coverage or other minimal essential coverage as required by federal law.

This certificate contains certain proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.

Your certificate includes notices as required by your state of residence that may impact your benefits. If you have any questions or concerns regarding your state regulations, you may contact the Kentucky Department of Insurance at (502) 564-3630.

Consumer Complaint Notice

If you are a resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding a claim, premium, or other matters relating to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: https://www.osi.state.nm.us/ConsumerAssistance/index.aspx.

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Hospital Indemnity Insurance provides financial protection for an Insured by paying benefits if an Insured is hospitalized or becomes eligible for benefits payable under this certificate.

This section includes highlights of an Insured's coverage. Please refer to the **Hospital Indemnity Details** for further information on the benefits available.

Eligible Group(s)

Full-Time Employees Excluding Owners in Active Employment in the United States working a minimum of 30 hours per week.

Paying for Coverage

For you
Contributory Coverage
You must make premium contributions for your coverage.

For your Spouse
Contributory Coverage
You must make premium contributions for your Spouse's coverage.

For your Children
Contributory Coverage
You must make premium contributions for your Children's coverage.

Schedule of Benefits

The following Schedule of Benefits is available to you during an Enrollment Period. You will have the opportunity to apply for coverage for you, your Spouse, and Children.

The benefits an Insured may receive for a Payable Claim are listed in the Schedule of Benefits, subject to all other terms and provisions of this certificate. Amounts are the same for all Insureds, unless noted otherwise.

Hospital Benefits

Admission for Covered Accidents or Covered Sicknesses, or Childbirth	$1,500
Admission for Covered Accidents or Covered Sicknesses, or Childbirth - Hospital ICU	$1,000
Daily Stay	$100
Daily Stay - Hospital ICU	$100

Additional Inpatient Care Benefits

Facility for Mental or Nervous Disorders or Substance Abuse Treatment	$500

Other Benefits

Well Child	$50

The information in this section provides details about the benefits that may be payable to you, any applicable Exclusions, and Other Features included in your coverage.

Benefits will only be payable for Covered Losses that occur on or after the Insured's Coverage Effective Date.

Hospital Benefits

Admission for Covered Accidents, Covered Sicknesses, or Childbirth

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is admitted and Confined to a Hospital due to a Covered Accident, Covered Sickness, or Childbirth.

The Admission and Confinement must be within 180 days of the Covered Accident. There are no corresponding time requirements for a Covered Sickness.

This benefit will be paid in addition to any Admission - Hospital ICU, Daily Stay, and Daily Stay - Hospital ICU benefits.

For purposes of this benefit, the following Hospital services are not eligible:
- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 20 hours.

Benefit Duration

This benefit is payable up to a maximum of one day per Insured per Calendar Year.

We will pay an additional Admission benefit if, after an Insured is discharged from the Hospital:
- the Insured becomes Confined due to a different and unrelated Covered Accident or Covered Sickness; or
- the Insured becomes Confined more than 90 days after the last day of the previous period of Confinement for the same or a related condition.

Admission for Covered Accidents, Covered Sicknesses, or Childbirth - Hospital ICU

Benefit Description

We will pay the amount shown in the Schedule of Benefits if an Insured is admitted and Confined to a Hospital ICU due to a Covered Accident, Covered Sickness, or Childbirth.

The Admission and initial Confinement must be within 180 days of the Covered Accident. There are no corresponding time requirements for a Covered Sickness.

This benefit will be paid in addition to any Admission, Daily Stay and Daily Stay - Hospital ICU benefits.

Benefit Duration

This benefit is payable up to a maximum of one day per Insured per Calendar Year.

We will pay an additional Admission benefit if, after an Insured is discharged from the Hospital:
- the Insured becomes Confined due to a different and unrelated Covered Accident or Covered Sickness; or
- the Insured becomes Confined more than 90 days after the last day of the previous period of Confinement for the same or a related condition.

Daily Stay

Benefit Description

We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a Hospital due to a Covered Accident, Covered Sickness, or Childbirth.

The Confinement must begin within 180 days of the Covered Accident. There are no corresponding time requirements for a Covered Sickness.

This benefit will be paid in addition to any Admission, Admission - Hospital ICU and Daily Stay - Hospital ICU benefits.

For purposes of this benefit, the following Hospital services are not eligible:
- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 20 hours.

Benefit Duration
This benefit is payable up to a maximum of 365 days per Insured per Calendar Year.

Daily Stay - Hospital ICU

Benefit Description
We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a Hospital ICU due to a Covered Accident or Covered Sickness.

The Confinement must begin within 180 days of the Covered Accident. There are no corresponding time requirements for a Covered Sickness.

This benefit will be paid in addition to any Admission, Admission - Hospital ICU and Daily Stay benefits.

Benefit Duration
This benefit is payable up to a maximum of 30 days per Insured per Calendar Year.

Additional Inpatient Care Benefits

Facility for Mental or Nervous Disorders or Substance Abuse Treatment

Benefit Description
We will pay the amount shown in the Schedule of Benefits for each day an Insured is Confined in a facility and receives inpatient care for Mental or Nervous Disorders or Substance Abuse. The facility must be separate from a Hospital and must provide specialized treatment for Mental or Nervous Disorders or Substance Abuse.

The inpatient care must:
- be at the direction of and overseen by a Physician; and
- be at a facility that charges room and board fees for treatment services.

For purposes of this benefit, the following Exclusions do not apply:
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician; and
- Mental or Nervous Disorders. This exclusion does not include dementia if it is a result of:
  - stroke, Alzheimer's disease, trauma, viral infection; or
  - other conditions which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Benefits for Facility care for Mental or Nervous or Substance Abuse will not be paid for any treatment received on an Outpatient Basis for Mental or Nervous Disorders or Substance Abuse.

Benefit Duration
This benefit is payable up to a maximum of one day per Insured per Calendar Year, subject to a lifetime maximum of four days per Insured.

We will pay an additional Facility for Mental or Nervous Disorders or Substance Abuse Treatment benefits if an Insured becomes Confined more than 90 days from the last day of the previous period of Confinement.

Other Benefits

Well Child

Benefit Description
We will pay the amount shown in the Schedule of Benefits if a Child insured under this

certificate receives routine check-ups during their first year of life.

Benefit Duration

This benefit is payable up to a maximum of four days per Child before the Child reaches the age of one year. Each routine check-up must be separated by at least 30 days.

This Certificate is subject to all Exclusions in this section, unless stated otherwise in a specific provision.

Exclusions

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- committing or attempting to commit a felony;
- being engaged in an illegal occupation or activity;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations;
- being intoxicated;
- a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution;
- elective procedures, cosmetic surgery, or reconstructive surgery unless it is a result of organ donation, trauma, infection, or other diseases;
- treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident;
- any Admission or Daily Stay of a newborn Child immediately following Childbirth unless the newborn is Injured or Sick;
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician; and
- Mental or Nervous Disorders. This exclusion does not include dementia if it is a result of:
  - stroke, Alzheimer's disease, trauma, viral infection; or
  - other conditions which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

Newborn Coverage Feature

Your newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered, and you do not need to notify us or pay any additional premium for the newly eligible Child.

Waiting Period

The continuous period of time you must be in an Eligible Group before you are eligible for coverage:

If you are in an Eligible Group on or before January 1, 2026: None
If you enter an Eligible Group after January 1, 2026: None

Rehire
If your employment ends and you are rehired within 12 months, any prior period of work in an Eligible Group with your Employer, will apply toward the Waiting Period.

Coverage Eligibility Date

For you
If you are in an Eligible Group, you are eligible for coverage on the later of:
- the Policy Effective Date; or
- the day after any applicable Waiting Period has been satisfied.

For your Spouse
If you elect coverage for yourself, your Spouse is eligible for coverage on the later of:
- the date you are eligible for coverage; or
- the date you first acquire a Spouse.

For your Children
If you elect coverage for yourself, your Children are eligible for coverage on the later of:
- the date you are eligible for coverage; or
- the date you first acquire the Child.

Enrolling for Coverage

Initial Enrollment
Contributory Coverage
You may apply for any coverage available for you, your Spouse, and Children within 31 days of an Insured's Coverage Eligibility Date.

Late Enrollment
Contributory Coverage
If you did not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for coverage during any scheduled Enrollment Period.

Coverage may be subject to Evidence of Insurability Requirements.

Applying for Changes in Coverage

Contributory Coverage
You may cancel coverage for an Insured at any time during the Policy Year, during any scheduled Enrollment Period, or within 31 days of a Qualifying Life Event.

Coverage Effective Date

Initial Enrollment
Contributory Coverage
Coverage for an Insured will begin on the later of:
- the Insured's Coverage Eligibility Date if you apply on or before that date; or
- the date you apply for the Insured's coverage, if coverage is applied for within 31 days of the Insured's Coverage Eligibility Date.

Late Enrollment
Contributory Coverage
Coverage for an Insured will begin on the first day of the next Policy Year.

Coverage Effective Date for Changes in Coverage

Contributory Coverage
Changes in coverage for an Insured will begin on the latest of:
- the first day of the next Policy Year;
- the date of a Qualifying Life Event; or
- the date you apply for the change in coverage due to a Qualifying Life Event, if it's within 31 days of the Qualifying Life Event.

Any cancellation in coverage for an Insured will take effect on the date the cancellation in coverage is made.

Any change or cancellation in coverage will not affect a Payable Claim that occurs prior to the change or cancellation.

Coverage Effective Date if you are not in Active Employment

You must be in Active Employment in order for coverage to become effective for any Insured in accordance with the Coverage Effective Date provision.

If you are not in Active Employment due to an Injury, Sickness, temporary Layoff, or Leave of Absence on the date coverage would become effective, the Insured's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment, Late Enrollment, and Changes in Coverage is subject to this provision.

A delay of Coverage Effective Date for a change in coverage will not affect coverage that is currently in force.

Continuation of your Coverage During Extended Absences

Leave of Absence, other than a Family and Medical Leave of Absence
You will be covered through the end of the month that immediately follows the month in which your Leave of Absence begins, provided premium is paid.

Family and Medical Leave of Absence
We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:
- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

If your Employer's Human Resource policy doesn't provide for continuation of your coverage during a family and medical leave of absence, coverage will be reinstated when you return to Active Employment.

We will not apply a new Waiting Period.

Injury or Sickness
You will be covered for up to 3 months from the date your absence due to an Injury or Sickness begins, provided premium is paid.

Temporary Layoff
You will be covered through the end of the month that immediately follows the month in which your temporary Layoff begins, provided premium is paid.

End of Coverage

For you
If you choose to cancel your coverage under this certificate, your coverage will end on the date you provide notification to your Employer.

Otherwise, your coverage under this certificate ends on the earliest of:
- the date the Policy is cancelled by us or your Employer;
- the date you are no longer in an Eligible Group;
- the date your Eligible Group is no longer covered;
- the date of your death;
- the last day of the period any required premium contributions are made; or
- the last day you are in Active Employment.

However, as long as premium is paid as required, coverage will continue:
- in accordance with the Continuation of your Coverage During Absences provision; or
- if you elect to continue coverage for you under Portability of Hospital Indemnity Insurance.

We will provide coverage for a Payable Claim that occurs while you are covered under this certificate.

For your Spouse
If, while your coverage is in force, you choose to cancel your Spouse's coverage under this certificate, your Spouse's coverage will end on the date you provide notification to your Employer.

Otherwise, your Spouse's coverage will end on the earliest of:
- the date your coverage under this certificate ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse may elect to continue Spouse and Children coverage, as long as premium is paid as required under Portability of Hospital Indemnity Insurance.

We will provide coverage for a Payable Claim that occurs while your Spouse is covered under this certificate.

For your Children

If, while your coverage is in force, you choose to cancel your Children's coverage under this certificate, your Children's coverage will end on the date you provide notification to your Employer.

Otherwise, your Children's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

We will provide coverage for a Payable Claim that occurs while your Children are covered under this certificate.

Filing a Claim

We encourage early notification of a claim for benefits under this certificate so that a claim decision can be made in a timely manner. If there are any questions on how to file a claim, please contact us or your Employer.

Step 1 - Starting a Claim

Notice of a claim may be provided in Writing, online at: **services.unum.com**, or by contacting us directly at 1-800-858-6843. Notice of a claim should be provided within 30 days from the date of the Covered Loss, or as soon as reasonably possible.

Step 2 - Claim Forms

After receiving notice of a claim, we will send a claim form to you or your authorized representative within 15 days from the date we receive the notice of a claim. Claim forms may also be available from your Employer or from us online at: **services.unum.com**.

When you or your authorized representative receive the claim form, you or your authorized representative must fill out your own section of the claim form and provide the Insured's Physician with the applicable section of the claim form. The Insured's Physician should complete their section of the form and send it directly to us.

If you or your authorized representative do not receive a claim form from us within 15 days after we receive notice of a claim, a Written statement from you or your authorized representative as to the nature and extent of the Covered Loss will be deemed Proof of Loss, if sent to us within the time limit stated in the Proof of Loss section below.

Completed claim forms may be sent to us by mail or fax:

Mailing Address: The Benefits Center
P.O. Box 100158
Columbia, South Carolina 29202-3158
Fax: 1-800-447-2498

Step 3 - Proof of Loss

Proof of Loss must be sent to us no later than 90 days after the date of Covered Loss. If it is not reasonably possible to provide Proof of Loss within this time period, it will not affect a Payable Claim if it is provided within one year, unless the Insured lacks the legal capacity to do so.

In no event can Proof of Loss be submitted after the expiration of the time limit for commencing Legal Action as stated in this certificate, even if the failure to provide Proof of Loss is due to a lack of legal capacity or if state law provides an exception to the one year time period.

Proof of Loss, provided at your or your authorized representative's expense, must establish the nature and extent of the Covered Loss and should include but not be limited to the following:

- documentation of diagnosis or treatment provided by a Physician or medical facility and supported by clinical, radiological, histological, pathological, or laboratory evidence;
- it may also include one or more of the following:
  - a Physician's bill;
  - a Hospital bill; or
  - other proof of charges or services; and
- in the case of death, a certified copy of the death certificate, or other lawful evidence providing equivalent information.

If the Proof of Loss is not complete, we will request additional information.

Authorization for Release of Information

We may request Written authorization from an Insured. This authorization may be required in order for us to obtain the necessary medical and non-medical information needed for Proof of Loss. This information may include any appropriate financial records such as income tax returns. Failure to provide us with Written authorization may result in

the denial of a claim if the Insured does not send proof to us and we are not able to obtain the proof that is required to make a claim decision.

Right to Exam, Test, or Interview

We may ask the Insured to be examined or tested by one or more Physicians, other medical practitioners, or vocational experts of our choice. We may also require the Insured to be interviewed by an authorized representative of ours.

We have the right to request exams or tests as often as it is reasonably necessary. Any exam, test, or interview that we require will be paid at our expense. If the Insured fails to attend or fully participate, we will not pay the benefits or we will stop sending benefits under this certificate.

Autopsy

We will have the right, at our expense, to request an Autopsy where it is allowed by law.

Claim Procedures

After the Insured has satisfied the requirements under Filing a Claim, we will process and evaluate the information to determine if a claim is payable. We will notify the Insured of a claim decision and issue payment for a Payable Claim in accordance with the Payment of Benefits provision.

If a claim for benefits under this certificate is wholly or partially denied, we will provide notice of our decision in Writing. The notice will contain the following information:

- the specific reason(s) for the determination with reference to those provisions on which the decision is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary;
- procedures and time limits for appealing our decision, and the Insured's right to obtain information about those procedures;
- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA following a claim determination; and
- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request).

Payment of Benefits

Payment of benefits for which we are liable will be paid within 30 days after we complete the Claim Procedures. Any benefits for a Payable Claim will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

Payment of Interest

Any benefit payment issued after 30 days from the date we receive satisfactory proof will accrue simple interest on the net benefit amount to be paid in accordance with the state requirements of the state where the Insured resides, beginning on the 31st day and ending on the date we make the payment.

Beneficiary Designation and Change

When a person becomes insured under this certificate, the Insured is responsible for designating a beneficiary in Writing for any benefits due in the event of the Insured's death. It is important to list the full name of each beneficiary and that all beneficiary designations are kept current and provided to us or the Employer. A beneficiary designation form may be available from the Employer or from us online at: **services.unum.com**.

You are the Beneficiary for any Insured under this certificate while you are still living unless there is a valid change in beneficiary designation by an Insured. If an Insured wishes to change their beneficiary designation, they may do so by sending us or the Employer a completed, dated, and signed beneficiary designation change form. Changes in beneficiary designations will take effect on the date notice of the beneficiary designation

is signed by the Insured.

Payment of Benefits will be administered based upon the currently available beneficiary designation on file with us or the Employer. If we have taken any action or made any payment before receiving notice of a beneficiary designation, that beneficiary designation will not go into effect for those actions taken or payments made.

If more than one beneficiary is named and the order or share of payments is not designated, the beneficiaries will share equally. The share of a beneficiary who dies before an Insured, the share of a beneficiary who is legally unable to receive benefits, or the share of benefits that are unallocated will pass to any surviving beneficiaries in proportion to their current allocations. The aggregated shares of benefits in excess of 100% will be deducted from surviving beneficiaries in proportion to their current allocations.

If a beneficiary is not named, or if all named beneficiaries do not survive the Insured, or the named beneficiary is legally unable to receive benefits, any benefits due will be paid to the first surviving family member in the order that follows:
- you;
- the Insured's Spouse;
- the Insured's natural offspring and legally adopted children in equal shares;
- the Insured's mother or father in equal shares, if paying both; or
- the Insured's sisters and brothers in equal shares.

Instead of making a payment to a surviving family member, we have the right to pay any benefits due to the Insured's estate. If there are no surviving family members, any benefits due will be paid to the Insured's estate.

In the event of your death, should your Spouse survive you and elect to continue coverage under Portability of Hospital Indemnity Insurance, your surviving Spouse should name a beneficiary according to the requirements specified within this provision.

Payments to a Minor or Incompetent Insured or Insured's Beneficiary

If an Insured or an Insured's beneficiary is a minor or is incompetent, we can pay up to $2,000 to the person or institution that appears to have assumed the custody and main support of the Insured, the minor, or the Insured's beneficiary unless or until that Insured, the minor, or the Insured's beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those benefits again.

Overpayment of Claims

We have the right to recover any overpayments due to:
- Fraud; and
- any error made in processing of a claim.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments. We must notify you within two years following the date of the claim payment of the amount of the overpayment and your obligation to reimburse us. If the overpayment was due to your failure to provide complete information, any Misstatement of Information, or Fraud, the two year time limit shall not apply.

We will not recover more money than the amount we paid you.

Unpaid Premium

Any Unpaid Premium due for an Insured's coverage at the time of payment for a claim may be deducted from the Insured's claim payment.

Appeal Procedures

Any request to file an appeal of a wholly or partially denied claim must be sent to us in Writing within 180 days from the date of Written notice of our claim decision. You have the right to:
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit Written comments, documents, records, and other information relating to the claim to us.

Once we receive an Insured's appeal request, it will be assigned to an appeals specialist. The appeals specialist is a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, we will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained in connection with the denial of an Insured's claim, we will provide the Insured with the names of each such expert, regardless of whether the advice was relied upon.

We will make a full and fair review of the claim and all new information submitted, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination. We will notify the Insured of the appeal decision within 45 days from receipt of the Written request for review. If we determine additional time is needed to review the appeal request, we may extend this time period by an additional 45 days. We will notify the Insured if an extension is needed.

If any review extension is necessary due to the Insured's failure to provide the information necessary to make a decision, we will notify the Insured of the review extension and specifically describe what information is required. This information must be sent to us within the time specified from the date of our request. The 45 day review extension will begin on the date we receive the requested information.

If the Insured fails to provide us with the requested information within the specified time period, we will make a decision based on the information available to us at that time.

If an appeal is wholly or partially denied, we will provide notice in Writing. Notice of a denied appeal will contain the following information:
- the specific reason(s) for the denial with reference to those provisions on which the denial is based;
- a statement disclosing any internal rule, guidelines, protocol, or similar criteria used in making the decision (or a statement that such information will be provided free of charge upon request);
- a statement describing the right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the appeal decision;
- a statement that entitles the Insured, at their request, reasonable access to or copies of all documents, records, or other information relevant to the appeal decision free of charge; and
- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

Unless there are special circumstances, this administrative appeal process must be completed before an Insured begins any Legal Action regarding a claim.

Legal Actions

The time limit on Legal Actions for a Covered Loss is subject to applicable law in the state where the Policy was issued.

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has been given to us and up to three years from the latest of when:
- original Proof of Loss was first required to have been given to us;
- your claim was denied; or
- your benefits were terminated,

unless otherwise provided under federal law.

When Days Begin and End

For the purpose of all dates under this Certificate of Coverage, all days begin at 12:01 a.m. and end at 12:00 midnight.

Certificate of Coverage Contents

Coverage for an Insured is provided under this Certificate of Coverage which is a part of the Policy issued to the Policyholder. The Policy consists of:

- all Policy provisions, and any riders, amendments and endorsements, and other attachments to the Policy;
- this Certificate of Coverage, and any riders, amendments and endorsements, and other attachments to this Certificate of Coverage;
- the Policyholder's application for group insurance; and
- Employee's signed applications, if applicable.

Your Certificate of Coverage

We will provide the Employer with a Certificate of Coverage for distribution to each Insured Employee. Your certificate describes:

- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to an Insured's coverage.

If any of the terms and provisions of this certificate are different than in the Policy, the Policy will govern.

Cancellation or Modification to the Policy and this Certificate of Coverage

The Policy and this Certificate of Coverage may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the Policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.

All Policy and certificate modifications will take effect according to the Coverage Effective Date for Changes in Coverage provision.

Representation in Applications

Any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

Assignment

An Assignment transfers all or part of your legal title and rights under the Policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the Policy and this certificate if:

- the Written form has been signed by you and the assignee and the form is acceptable to us; and
- a signed or certified copy of the Written Assignment has been filed with us.

An Assignment will take effect on the date notice of the Assignment is signed by you. If we have taken any action or made any payment before we receive notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made. An Assignment does not change an Insured's coverage or beneficiary designation.

We are not responsible for the validity of any Assignment. We advise you to verify your Assignment is legal in your state and that it accomplishes the goals you intend.

Contestability

We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of Fraud, we can take Legal Action at any time as permitted by applicable law.

Misstatement of Information

If you or your Employer provides us information about an Insured that is incorrect, we will:

- use the facts to decide whether the Insured has coverage under this certificate and the Policy and in what amounts; and
- if necessary, make the applicable premium adjustments.

Fraud

We want to make sure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if anyone knowingly, and with intent to injure, defrauds, or deceives us. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

Agency

For purposes of the Policy, your Employer acts on their own behalf or as your agent. Under no circumstances will your Employer be deemed our agent.

Workers' Compensation or State Disability Insurance

This certificate does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

Communicating With you or your Employer

We may provide notices, information, and other communications to you or your Employer in Written form.

To protect our customers, we will abide by all applicable privacy laws and regulations.

Additional Services

This certificate may include enrollment, risk management, financial protection, and other support services related to your Employer's benefit program.

Active Employment

You are working for your Employer for earnings that are paid regularly and you are performing the Material and Substantial Duties of your Regular Occupation. You must be regularly scheduled to work at least the minimum number of hours as determined by your Employer.

Your work site must be:
- your Employer's usual place of business in the United States;
- an alternative work site in the United States at the direction of your Employer; or
- a location in the United States to which your job requires you to travel.

Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.

For purposes of this certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:
- inclement weather;
- power outage; and
- public health agency orders.

Temporary and seasonal workers are excluded from coverage.

Calendar Year

The period beginning on the Insured's Coverage Effective Date and ending on December 31 of the same year. For each following year, it is the period beginning on January 1 and ending on December 31.

Certificate of Coverage

The document issued to the Employee, also referred to as the "certificate," describing an Insured's benefits and rights under the Policy, including any riders, amendments and endorsements, and other attachments to this certificate and the Policy.

Childbirth

Birth of a child by routine vaginal delivery or non-emergency Cesarean section.

Childbirth or Complications of Pregnancy will be treated as any other Covered Sickness.

Children

Any child from live birth to age 26 who is:
- your own natural offspring;
- your Spouse's child;
- your lawfully adopted child as of the earliest of the date:
  - the child is placed in your home or in a medical facility;
  - a petition is filed for you to adopt the child; or
  - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or
- any other child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

Complications of

Abnormal conditions or concurrent diseases that significantly affect the pregnancy's usual

Pregnancy medical management. A complication may exist during the pregnancy, during the birth, or after the birth.

Childbirth or Complications of Pregnancy will be treated as any other Covered Sickness.

Confined or **Confinement** Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, for a minimum of 20 continuous hours on the advice of a Physician.

Contributory Coverage Any amount of coverage for which you pay all or part of the premium. The maximum amount that you may be required to contribute to the cost of your coverage shall not exceed the premium charged for the amounts of your coverage.

Covered Accident An unintended or unforeseen bodily Injury sustained by an Insured, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition and which:
- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

Covered Loss Any services and treatments provided for Covered Accidents and Covered Sicknesses for which benefits are payable under this certificate.

Covered Sickness An illness, infection, disease, or any other abnormal physical condition that is not the result of an Injury, which:
- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

Complications of Pregnancy will be treated as any other Covered Sickness.

Emergency Department A specified area within a Hospital, or standalone facility that is affiliated with a Hospital, designated for the emergency care of accidental Injuries or Sicknesses. This area must:
- be staffed and equipped to handle trauma;
- be supervised and have treatment provided by Physicians; and
- provide care seven days per week, 24 hours per day.

Employee A person, also referred to as "you," who is in Active Employment in the United States with the Employer.

Employer The Policyholder, including all United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whose Employees premium is being paid.

Enrollment Period A period of time determined by your Employer and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.

Hospital A licensed institution supervised by Physicians and operated pursuant to law on a full-time basis. The Hospital must:
- provide overnight care to people with Injuries or Sicknesses;
- have full-time Nurses on duty or on call who are supervised by a registered Nurse; and
- have X-ray equipment, a laboratory, and a surgical operating room at its locations or available to use on a pre-arranged basis.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:
- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:
- a nursing home, a rest home, home for the aged, or an assisted living facility;

- a hospice care facility;
- a Rehabilitation or Subacute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Hospital ICU

A specifically designated area of the Hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care. The Hospital ICU must:

- be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient Confinement;
- be permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- be under close observation by a specially trained nursing staff assigned exclusively to the ICU on a 24 hour basis; and
- have a Physician assigned to the ICU on a full-time basis.

For purposes of this certificate, the following Hospital units meet the Glossary definition of Hospital ICU:

- Intensive Care Unit (ICU);
- Coronary Care Unit;
- Neonatal ICU;
- Pulmonary Care Unit;
- Burn Unit; and
- Transplant Unit.

Injury

Any damage or harm to the body that is the direct result of an accident and not related to any other cause. Injuries that occur prior to an Insured's Coverage Effective Date will be treated as any other Sickness.

Insured

Any person who has coverage under this certificate.

Layoff

Temporary absence from Active Employment for a period of time that has been agreed to in advance by your Employer.

Normal vacation time, holidays, or temporary business closures are not considered a temporary Layoff.

Leave of Absence

Temporary absence from Active Employment for a period of time under a leave granted in Writing by your Employer that is in accordance with your Employer's formal leave policies.

Normal vacation time, holidays, or temporary business closures are not considered a Leave of Absence.

Material and Substantial Duties

Duties that:

- are routinely required for the performance of your Regular Occupation; and
- cannot be reasonably omitted or modified.

Mental or Nervous Disorders

A psychiatric or psychological condition classified in the most recent *Diagnostic and Statistical Manual of Mental Health Disorders* (DSM) published by the American Psychiatric Association (APA), as of the date of Covered Loss. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the APA as of the date of Covered Loss. If the APA no longer publishes a diagnostic manual or the APA ceases to exist, we will use a comparable diagnostic manual.

Nurse

A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.

Observation Unit A specified area within a Hospital, separate from the Emergency Department, where a patient can be monitored following a Surgical Procedure performed on an Outpatient Basis or treatment in the Emergency Department. The Observation Unit must:
- be under the direct supervision of a Physician or registered Nurse;
- be staffed by Nurses assigned specifically to that unit; and
- provide care seven days per week, 24 hours a day.

Outpatient Basis Medical care and treatment received without being admitted to a Hospital or other facility.

Payable Claim A claim for which we are liable for under the terms of this certificate.

Physician A person performing tasks that are within the limits of his or her medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

Plan Your Employer's Hospital Indemnity Welfare Benefit Plan under ERISA, which includes this certificate, your Employer's Group Hospital Indemnity Insurance Policy, and other benefit plan documents consistent with this Plan.

Policy The Group Hospital Indemnity Insurance Policy issued to the Policyholder, including this Certificate of Coverage and any riders, amendments and endorsements, and other attachments to this certificate and the Policy.

Policyholder The entity to which the Policy is issued.

Qualifying Life Event For coverage determination purposes, a Qualifying Life Event means an event including, but not limited to:
- birth, adoption, or addition of a Child;
- a change in legal marital status;
- a change in employment status; or
- death of an Insured.

Qualifying Life Event coverage changes made in accordance with the Start of Coverage provisions must be consistent with the Qualifying Life Event.

For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy.

Regular Occupation The occupation you are routinely performing. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer at a specific location.

Rehabilitation Unit An appropriately licensed facility that provides rehabilitation care services on an inpatient basis. The care services provided by the Rehabilitation Unit must:
- consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by accidental Injury or Sickness to achieve the highest possible functional ability; and
- be provided by or under the supervision of an organized staff of Physicians.

The Rehabilitation Unit may be part of a Hospital or a standalone facility.

For purposes of this certificate, the following do not meet the Glossary definition of Rehabilitation Unit:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Subacute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Sickness An illness or disease.

Spouse The person who is your partner through lawful marriage, civil union, domestic partnership (established by a declaration acceptable to us), or your legally separated Spouse.

Your Spouse may not be Insured as both a Spouse and an Employee.

Subacute Rehabilitation Unit A licensed facility or distinct part of a facility supervised at all times by a Physician or Nurse. The facility must provide care to people with Injuries or Sicknesses on an inpatient basis. The Subacute Rehabilitation Unit must have a Physician available at all times and have a transfer agreement in effect with one or more participating Hospitals.

For purposes of this certificate, the following do not meet the Glossary definition of Subacute Rehabilitation Unit:
- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

Substance Abuse Abuse of or addiction to drugs or alcohol.

Surgical Procedure The cutting into the skin or other organ to accomplish any of the following goals:
- further explore the condition for the purpose of diagnosis;
- take a biopsy of a suspicious lump;
- remove diseased tissues or organs;
- remove an obstruction;
- reposition structures to their normal position;
- redirect channels;
- transplant tissue or whole organs;
- implant mechanical or electronic devices;
- repair an area that has been injured or affected by trauma, overuse, or Sickness; or
- restore proper function.

For purposes of this certificate, the following do not meet the Glossary definition of Surgical Procedure:
- venipuncture (drawing blood);
- lumbar puncture;
- epidural steroid injections;
- removal of skin tags; and
- foreign body removal from the eye.

Unum Insurance Company Referred to as "Unum" and "we," "us," or "our."

Writing or **Written** A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.

Unum Insurance Company
2211 Congress Street, Portland, ME 04122
(877) 225-2712
services.unum.com

Portability of Hospital Indemnity Insurance Rider

Portability allows you, your Spouse, and Children to continue coverage when coverage under the Employer's group Policy would otherwise end due to an Eligible Portability Event. The certificate in force at the time of an Insured's Eligible Portability Event will reflect the terms and condition of the coverage that can be continued.

Portability of Hospital Indemnity Insurance is made a part of the Hospital Indemnity Insurance Policy and is subject to all of the provisions, limitations and exclusions of the Policy and certificate, unless changed by this document. Additionally, defined terms found within Portability of Hospital Indemnity Insurance have been capitalized and have the same meaning as the terms in the Glossary section of the Certificate of Coverage.

Any future changes made in the Employer's group Policy will not apply to coverage an Insured has ported, unless required by law.

If you have any questions about portable coverage, please contact your Employer or us.

Policyholder: Holley Performance Products Incorporated

Policy Number: 987177 013

Policy Effective Date: January 1, 2026

Portability Effective Date: January 1, 2026

Portability Provisions

Eligible Portability Events

You are eligible to port coverage on the date of the following Eligible Portability Events:
- your employment with your Employer ends; or
- you are no longer in an Eligible Group.

However, you will not be considered eligible to port coverage at the time of an Eligible Portability Event if the Employer's Policy is cancelled by us.

Portable Coverage Available

The amount of coverage in force for each Insured on the date of your Eligible Portability Event is available to port subject to the following:

For you
The maximum amount of coverage available to port is your in force coverage at the time of your Eligible Portability Event.

For your Spouse
The maximum amount of coverage available to port is your Spouse's in force coverage at the time of your Eligible Portability Event.

For your Children
The maximum amount of coverage available to port is your Children's in force coverage at the time of your Eligible Portability Event.

If you wish to make a change to an Insured's in force coverage at time of port, please refer to Changes to Ported Coverage for guidelines in changing coverage.

Coverage for any Insured cannot be increased above the amount currently in force at the time you apply for portable coverage.

Applying for Portable Coverage

If you choose to apply for portable coverage for yourself, you may also port coverage for your Spouse and/or Children.

You must apply for portable coverage and pay the first premium within 31 days from the date of an Eligible Portability Event.

Applications for Portability are available from your Employer.

Ported Coverage Effective Date

Once premiums and all forms have been received, ported coverage is effective on the day after coverage would have otherwise ended under your Employer's Policy.

Changes to Ported Coverage

You may decrease coverage for an Insured at any time.

Ported coverage cannot be increased at any time for any Insured.

Decreases in coverage will take effect on the first of the month following the date we process the change.

Any decrease in coverage will not affect a Payable Claim that occurs prior to the decrease.

End of Ported Coverage

If you choose to cancel your ported coverage, coverage for all Insureds will end on the first of the month following the date you provide notification to us.

For you

Otherwise, your ported coverage will end on the earliest of:

- the date the Employer's group Policy is cancelled upon 45 days Written notice;
- the date you fail to pay the required premium within 31 days of a premium due date;
- the date you are rehired by your Employer or return to an Eligible Group and are covered under the Employer's group Policy;
- the date coverage provided under Portability is cancelled by us for any reason upon 45 days Written notice; or
- the date you die.

For your Spouse

Your Spouse's ported coverage will end on the earliest of:

- the date your ported coverage ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse has the option to port coverage in accordance with Portability for your Spouse and Children in the Event of your Death, Divorce or Annulment.

For your Children

Your Children's ported coverage will end on the earliest of:

- the date your ported coverage ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

Once ported coverage ends, it cannot be reinstated.

Paying for Ported Coverage

You must make all premium contributions for ported coverage. We will bill you directly for any premium due.

Rates for Ported Coverage

Premium will be based on the rates for Portability in effect on the date you apply to port coverage.

Portability rates may be changed by us at any time. We will provide Written notice at least 45 days before any change is to take effect.

Portability for your Spouse and Children in the Event of your Death, Divorce or Annulment

Eligible Portability Events for your Spouse

Your Spouse is eligible to port Spouse and Children coverage on the date of the following Eligible Portability Events for your Spouse:

- your death; or
- divorce or annulment.

Portable Coverage Available

The amount of coverage in force for each Insured, on the date of the Eligible Portability Event for your Spouse, is available to port subject to the following:

For your Spouse

The maximum amount of coverage available to port is your Spouse's in force coverage at the time of the Eligible Portability Event for your Spouse.

For your Children

The maximum amount of coverage available to port is your Children's in force coverage at the time of the Eligible Portability Event for your Spouse.

If your Spouse wishes to make a change to an Insured's in force coverage at time of port, please refer to Changes to Ported Coverage for guidelines in changing coverage.

Coverage for any Insured cannot be increased above the amount currently in force at the time your Spouse applies for portable coverage.

Applying for Portable Coverage

If your Spouse chooses to apply for portable Spouse coverage, your Spouse may also apply for portable Children coverage.

Your Spouse must apply for portable coverage and pay the first premium within 31 days from the date of the Eligible Portability Event for your Spouse.

Applications for Portability are available from us.

Ported Coverage Effective Date

Once premiums and all forms have been received, ported coverage is effective on the day after coverage would have otherwise ended under the Employer's Policy.

Changes to Ported Coverage

Your Spouse may decrease their Spouse and Children coverage at any time.

Ported coverage cannot be increased at any time for any Insured.

Decreases in coverage will take effect on the first of the month following the date we process the change.

Any decrease in coverage will not affect a Payable Claim that occurs prior to the decrease.

End of Ported Coverage

If your Spouse chooses to cancel ported coverage, your Spouse and Children's coverage will end on the first of the month following the date your Spouse provides notification to us.

For your Spouse

Otherwise, your Spouse's ported coverage will end on the earliest of:

- the date the Employer's group Policy is cancelled upon 45 days Written notice;
- the date your Spouse fails to pay the required premium within 31 days of a premium due date;
- the date your Spouse is no longer eligible for coverage;
- the date coverage provided under Portability is cancelled by us for any reason upon 45 days Written notice; or
- the date of your Spouse's death.

For your Children

Your Children's ported coverage will end on the earliest of:

- the date your Spouse's ported coverage ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

Once ported coverage ends, it cannot be reinstated.

Paying for Ported Coverage

Your Spouse must make all premium contributions for Spouse and Children ported coverage. We will bill your Spouse directly for any premium due.

Rates for Ported Coverage

Premium will be based on the rates for Portability in effect on the date your Spouse applies to port Spouse and Children coverage.

Portability rates may be changed by us at any time. We will provide Written notice at least 45 days before any change is to take effect.

GROUP HOSPITAL

THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your Employer or plan administrator for the most current state provisions that may apply to you.

Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.

If you have a complaint about your insurance you may contact us at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at www.naic.org.

Si usted tiene una queja acerca de su seguro puede comunicarse con nosotros a traves del numero 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en www.naic.org.

The states of **Florida and Maryland** require us to advise residents of these states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

If you are a resident of one of the states noted below, and the provisions referenced below appear in your certificate in a form less favorable to you as an Insured, they are amended as follows:

For residents of Alaska

The **Filing a Claim** provision for *Claim Forms* in the **Claim Provisions** section of the certificate is amended so that claim forms will be sent to you within 10 working days from the date we receive the notice of a claim.

The **Claim Procedures** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim happens within 30 days after receipt of satisfactory Written Proof of Loss and benefits for which we are liable will be paid within 15 days after receipt of satisfactory Written Proof of Loss.

A **Payment of Interest** provision has been added to the **Claim Provisions** section of the certificate as follows:

> Any benefit payment issued after 30 days from the date we receive satisfactory Written Proof of Loss will accrue simple interest on the net benefit amount at the rate of 15% per year. Interest will accrue beginning on the day following the date that the benefit payment was due and ending on the date we make that benefit payment.
>
> For purposes of this provision, a benefit payment is considered paid on the date payment is mailed or transmitted electronically.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended by limiting the right to recover overpayments to 365 days from the date the claim was paid. This provision reads as follows:

> We have the right to recover any overpayments made on a prior claim up to 365 days from the date the claim was paid. However, in the event that we have clear and documented proof of Fraud or other intentional misconduct, we have the right to recover any overpayments at any time. In any event, we will provide Written notice at least 30 days before we seek recovery of an overpayment. Written notice will include adequate information to identify the specific claim and the specific reason for the recovery.
>
> We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.
>
> We will not recover more money than the amount we paid you.

For residents of Arkansas

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from active participation in a riot, insurrection, or terrorist activity. This exclusion is amended by removing "or terrorist activity".

The **Newborn Coverage Feature** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

> **Newborn Coverage Feature**
> Your newborn or newly adopted Children will automatically be covered for 60 days from their Coverage Eligibility Date if you are insured.
>
> If you wish to continue Child coverage, you must notify us and pay any additional premium.
>
> If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Initial Enrollment** language in the **Enrolling for Coverage** provision in the **Start of Coverage** section of the certificate is amended for Children so that you can apply for their coverage within 90 days.

The **Initial Enrollment** language in the **Coverage Effective Date** provision in the **Start of Coverage** section of the certificate is amended for Children so that if coverage for a newly acquired Child is applied for within 90 days of the Child's Coverage Eligibility Date, coverage will begin on the Child's Coverage Eligibility Date, provided premiums are paid.

The **Children** definition in the **Glossary** section of the certificate is amended for a Child who is incapable of self-sustaining employment due to permanent intellectual or physical incapacity as follows:

> Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance. You must submit proof of the Child's incapacity and dependency to us in order to continue coverage that would have otherwise ended due to age. Ongoing proof of incapacity and dependency must be provided, at our expense, when requested by us.

For residents of Colorado

The **Exclusions** provision in the **Supplemental Health Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

For residents of Idaho

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:

- participation in a felony;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- activities required while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations;
- elective procedures unless it is a result of congenital disease or anomaly of a covered dependent child
- cosmetic surgery, shall not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection, or other disease of the involved part, and reconstructive surgery because of a congenital disease or anomaly of a covered dependent child;
- procedures for weight loss or gender reassignment, unless deemed medically necessary;

- treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident;
- elective abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
- any Admission or Daily Stay of a newborn Child immediately following Childbirth unless the newborn is Injured or Sick;
- voluntary use of alcohol or drugs or treatment for alcoholism or drug addiction unless taken as prescribed or directed by the Insured's Physician; and
- Mental or Nervous Disorders. This exclusion does not include dementia if it is a result of:
    - stroke, Alzheimer's disease, trauma, viral infection; or
    - other conditions which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Childbirth Limitation** provision in the **Hospital Indemnity** Details section of the certificate is amended so that Childbirth or Involuntary Complications of Pregnancy will be covered to the same extent as any other Covered Sickness.

The **Newborn Coverage Feature** provision in the **Hospital Details** section of the certificate is amended as follows:

Newborn Coverage Feature
Your newborn or newly adopted Children will automatically be covered for 60 days from the moment of live birth if you are insured.

Coverage will only continue if you notify us and enroll your Child for coverage on or before the end of the 60 day period. The appropriate premium (if any) must be received by us within 31 days of the date the monthly premium invoice is received by the Policyholder and a notice of premium (if any) is provided to the Employee.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Claim Procedures** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim happens immediately.

The **Childbirth** definition in the **Glossary** section of the certificate is amended as follows:

Birth of a child by routine vaginal delivery.

Childbirth or Involuntary Complications of Pregnancy will be treated as any other Covered Sickness.

A **Congenital Anomalies** definition has been added to the **Glossary** section of the certificate as follows:

Conditions existing at or from birth that are a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. Significant deviation is defined to be 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.

The **Covered Sickness** definition in the **Glossary** section of the certificate is amended so that Childbirth or Involuntary Complications of Pregnancy will be treated as any other Covered Sickness.

An **Involuntary Complications of Pregnancy** definition has been added to the Glossary section of the certificate as follows:

Involuntary Complications of Pregnancy include, but are not limited to, the following:
- conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity; and

- Cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia and toxemia.

The following are not involuntary complications of pregnancy: false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

For residents of Indiana

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid immediately or within 30 days after receipt of Written Proof of Loss.

The **Payments to a Minor or Incompetent Insured or Insured's Beneficiary of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that we can pay up to $5,000 to a minor or incompetent Insured or the Insured's Beneficiary.

The **Children** definition in the **Glossary** section of the certificate is amended as follows:

Any child from moment of birth to age 26 who is:
- your own natural offspring;
- your stepchild;
- your lawfully adopted child as of the earliest of the date:
  - the child is placed in your home or in a medical facility;
  - a petition is filed for you to adopt the child; or
  - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- any child subject to your legal guardianship; or
- any other child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

For residents of Louisiana

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution is amended so that if the Insured has not been adjudicated or convicted of a criminal offense, this exclusion would not apply.

The **Children** definition in the **Glossary** section of the certificate for "any other child residing with you through legal mandate that is dependent on you for financial support" is amended as follows:

- any other child, including grandchild, residing with you through legal mandate;

The **Children** definition in the **Glossary** section of the certificate is amended to include any other Child if placed following an execution of an act of voluntary surrender on the date on which the act of voluntary surrender becomes irrevocable.

For residents of Minnesota

The state of **Minnesota** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Minnesota law. The minimum requirements of Minnesota law will apply to your claim.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not, is amended by removing the phrase, "or attempting or committing suicide".

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from:

- a Covered Loss that occurs while an Insured is legally incarcerated in a penal or correctional institution;

is removed.

The **Newborn Coverage Feature** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

Newborn Coverage Feature
Your newborn or newly adopted Children will automatically be covered from their Coverage Eligibility Date if you are insured.

If you do not have coverage for your Child at the time of birth or adoption, you must pay any required additional premium. If we do not receive premium for your newly eligible Child, we may reduce any benefits payable by the amount of the past due premiums applicable to the additional Child.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to pay any additional premium for the newly eligible Child.

For residents of Montana

The state of **Montana** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Montana law. The minimum requirements of Montana law will apply to your claim.

The **Daily Stay** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to add the following:

We will pay an additional 50% of the amount shown in the Schedule of Benefits for Daily Stay due to Childbirth for each day the mother and newborn are in the Hospital, as long as the newborn Child is not receiving a benefit for Daily Stay.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from "being intoxicated" reads as follows:

- an Insured being voluntarily intoxicated;

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from "voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician;" reads as follows:

- an Insured's voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician;

The **Newborn Coverage Feature** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

Newborn Coverage Feature
An Insured's newborn or newly adopted Children will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended by limiting the right to recover overpayments to 12 months from the date of payment. This provision reads as follows:

We have the right to recover any overpayments for up to 12 months due to:
- Fraud;
- Misstatement of Information; or
- any error we make in processing a claim.

The 12 months we have to recover overpayments will begin:
- for Fraud, on the date the Department of Insurance (DOI) determines insufficient evidence of Fraud exists. If we suspect a claim is overpaid as the result of Fraud, we will report the activity and evidence to the DOI;
- for reasons other than Fraud, including error, omissions, misstatement, misrepresentation, or concealment of information, on the date we have actual knowledge of the invalid claim, overpayment, or other incorrect payment. We will not request reimbursement of an unpaid claim not the result of Fraud more than 24 months from the date of payment, regardless of the date we obtain actual knowledge of the invalid claim, overpayment, or other incorrect information.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments upon Written authorization from you.

We will not recover more money than the amount we paid you.

The **Representation in Applications** provision in the **General Provisions** section of the certificate is amended as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary.

The **Childbirth** definition in the **Glossary** section of the certificate is amended as follows:

Birth of a child by vaginal delivery or Cesarean section.

Childbirth will be treated as any other Covered Sickness.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

For residents of New Hampshire

The **Contestability** provision in the **Policy Provisions** section of the Policy is amended to remove reference to Fraud. Language has been replaced to read as follows:

We can take legal or other action using statements made in signed applications by the Policyholder during the first two years after the Policy Effective Date. However, in the event of nonpayment of premium by the Insured or the Policyholder, we can take action at any time under the provision titled Cancellation of this Policy by Us and as permitted by applicable law.

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth** benefit in the **Hospital Indemnity Highlights** and **Hospital Indemnity Details** section of the certificate is amended to always include Childbirth.

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth - Hospital ICU** benefit in the **Hospital Indemnity Highlights** and **Hospital Indemnity Details** section of the certificate is amended to always include Childbirth.

The **Daily Stay** benefit in the **Hospital Indemnity Details** section of the certificate is amended to always include Childbirth.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

We will not pay benefits for a claim that is caused by, contributed to by, or resulting from any of the following:
- participation in a felony;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- participating in war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the armed forces of any nation or authority, including the National Guard, or similar government organizations;
- elective procedures, cosmetic surgery, or reconstructive surgery unless it is a result of organ donation, trauma, infection, or other diseases;
- treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident; and
- Mental or Nervous Disorders. This exclusion does not include dementia if it is a result of:
  - stroke, Alzheimer's disease, trauma, viral infection; or
  - other conditions which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Appeal Procedures** provision in the **Claim Provisions** section of the certificate is amended to reflect that the appeals specialist is a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate or the supervisor of the person making the initial determination.

The **Time Limit on Certain Defenses** provision for *Contestability* in the **General Provisions** section of the certificate has been amended to remove reference to Fraud. Language has been replaced to read as follows:

We can take legal or other action using statements made in signed applications for coverage only when a Covered Loss occurs during the first two years after an Insured's Coverage Effective Date. However, in the event of nonpayment of an Insured's premium, we can take action at any time under the provision titled Cancellation of the Policy and this Certificate or Coverage and as permitted by applicable law.

The Assignment provision in the General Provisions section of the certificate is amended to reflect that in no event may an Insured's assignee be a healthcare provider.

The **Covered Sickness** definition in the **Glossary** section of the certificate is amended as follows:

An illness, disease or medical condition, including pregnancy, which:
- occurs on or after the Coverage Effective Date; and
- occurs while coverage is in force.

The **Injury** definition in the **Glossary** section of the certificate is amended to read "Any damage or harm to the body."

The **Nurse** definition in the **Glossary** section of the certificate is amended to define a Nurse to include an Advanced Practice Registered Nurse, graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

For residents of Ohio

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to add the following:

> We will pay an additional $100 for an Admission due to Childbirth for follow-up care either in a medical setting or through home health care visits.

The **Daily Stay** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to add the following:

> We will pay an additional 50% of the amount shown in the Schedule of Benefits for Daily Stay due to Childbirth for each day the mother and healthy newborn are in the Hospital, as long as the newborn Child is not receiving a benefit for Daily Stay.

The **Newborn Coverage Feature** provision in the **Hospital Indemnity Details** section of the certificate is amended as follows:

Newborn Coverage Feature
Your newborn, newly adopted, or Children placed for adoption will automatically be covered for 31 days from their Coverage Eligibility Date if you are insured.

If you wish to continue Child coverage, you must notify us on or before the end of the 31 day period and pay any additional premium.

If you already have coverage for your Children, then all eligible Children will be covered and you do not need to notify us or pay any additional premium for the newly eligible Child.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid immediately or within 30 days after receipt of Written Proof of Loss.

The **Children** definition in the **Glossary** section of the certificate for "your lawfully adopted child as of the earliest of the date" is amended as follows:

- your lawfully adopted child as of the earliest of the date;
- the child is placed in your home or in a medical facility;
- you have initiated adoption proceedings;
- a petition is filed for you to adopt the child; or
- an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child.

For residents of South Carolina

The **Payments to a Minor or Incompetent Insured or Insured's Beneficiary of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that we can pay up to $5,000 to a minor or incompetent Insured or the Insured's Beneficiary.

For residents of South Dakota

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to revise the following criteria for Hospital services that are not eligible for the purposes of this benefit:

For purposes of this benefit, the following Hospital services are not eligible:
- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement in an Observation Unit.

The **Daily Stay** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to revise the following criteria for Hospital services that are not eligible for the purposes of this benefit:

For purposes of this benefit, the following Hospital services are not eligible:
- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement in an Observation Unit.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any claims caused by, contributed to by, or resulting from:

- being intoxicated; and
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

are removed.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

The **Confined** or **Confinement** definition in the **Glossary** section of the certificate is amended as follows:

Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, on the advice of a Physician.

The **Physician** definition in the **Glossary** section of the certificate is amended as follows:

A person performing tasks that are within the limits of his or her medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us. This exclusion does not apply in those areas in which the above mentioned person is the only Physician in the area and acting within the scope of their normal employment.

For residents of Texas

The **Late Enrollment** paragraph of the **Enrolling for Coverage** provision in the **Start of Coverage** section of the certificate has been amended to add the following to read as follows:

Special Enrollment for Children of Medical Support Order
If you are not insured for coverage under this plan and later are required under a medical support order to provide group hospital indemnity coverage to your Child, you may enroll both you and your Child under this plan regardless of Enrollment Period restrictions. Your Child will automatically be enrolled for the first 31 days after we receive the receipt of the medical support order.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended as follows:

Payment of Benefits

Benefits for which we are liable will be paid within 60 days after we receive Written Proof of Loss. All benefits will be paid to you, unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits.
Benefits for Children who are receiving financial and medical benefits through the Texas Department of Human Services will be paid to the Texas Department of Human Services whenever:

- the Texas Department of Human Services is paying benefits pursuant to Chapters 31 and 32 of the Human Resources Code, i.e., financial and medical assistance service programs administered pursuant to the Human Resources Code;
- the parent who is covered by this certificate has possession or access to the Child pursuant to a court order, or is not entitled to access or possession of the Child and is required by the court to pay child support; and
- we are notified at the time of claim that the Child is receiving financial and medical assistance.

In addition, benefits for Children may also be paid to a possessory or managing conservator of the Child if the appointment for that Child was issued by a court in this or another state.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision or, if required, to the Texas Department of Human Services.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

The **Representations in Applications** provision in the **General Provisions** section of the certificate is amended as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. We will not use such statements to avoid insurance, reduce benefits, or deny a claim unless it is included in an application signed by you, and a copy of the signed application has been provided to you or your beneficiary. Statements may not be used in contesting the validity of the insurance with respect to which the statements were made after the insurance has been in force before the contest for a period of two years during the Insured's lifetime.

The **Contestability** provision in the **General Provisions** section of the certificate has been amended to remove reference to Fraud. The last sentence has been replaced to read as follows:

However, in the event of nonpayment of an Insured's premium, we can take action at any time under the provision titled Cancellation or Modification to the Policy and this Certificate of Coverage and as permitted by applicable law.

The **Fraud** provision in the **General Provisions** section of the certificate is amended as follows:

We want to make sure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

The **Children** definition in the **Glossary** section of the certificate for "any other child residing with you through legal mandate that is dependent on you for financial support" is amended as follows:

- any other child, including a grandchild, residing with you through legal mandate that is dependent on you for financial support; or

The **Children** definition in the **Glossary** section of the certificate is amended to include any other Child for whom you are required to insure under a medical support order issued under Chapter 154, Family Code, or enforceable by a court in this state.

The **Nurse** definition in the **Glossary** section of the certificate is amended as follows:

A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us, unless they are the only Nurse in the area provided that they are acting within the scope of their practice.

The **Physician** definition in the **Glossary** section of the certificate is amended as follows:

A person performing tasks that are within the limits of his or her medical license and is also:
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us, unless they are the only Physician in the area provided that they are acting within the scope of their practice.

For residents of Utah

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to allow the Admission and Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Admission for Covered Accidents, Covered Sicknesses, or Childbirth - Hospital ICU** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to allow the Admission and Initial Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Daily Stay** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to allow the Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Daily Stay - Hospital ICU** benefit in the **Hospital Indemnity Details** section of the certificate has been amended to allow the Confinement within 180 days of the Covered Accident or as soon as reasonably possible.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from commission of or attempt to commit a felony; engaging in an illegal occupation or activity; or participation in a riot, insurrection, or terrorist activity is applied only if you were a voluntary participant.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or resulting from "being intoxicated" reads as follows:

- being intoxicated in violation of a law. For purposes of this exclusion, "intoxicated" means the Insured's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred;

The **Claim Procedures** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim is within 30 days.

The **Children** definition in the **Glossary** section of the certificate is amended as follows:

Any child from the moment of birth to the end of the month in which they reach age 26 who is:
- your own natural offspring;
- your stepchild;
- your lawfully adopted child as of the earliest of the date;
- the child is placed in your home or in a medical facility. If placement for adoption occurs within 30 days of the child's birth, coverage begins from the moment of birth. If placement for adoption occurs 30 days or more after the child's birth, coverage begins from the date of placement;
- a petition is filed for you to adopt the child; or
- an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction; or
- any other child for whom you are required by court or administrative order to provide coverage for.

Coverage for your Child may be continued past the end of the month in which they reach age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

The **Hospital** definition in the **Glossary** section of the certificate has been amended as follows:

An institution licensed as a hospital and operating within the scope of its license and provides medically necessary hospital confinement or treatment for sick or injured people.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:
- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:
- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a hospice care facility;
- a Rehabilitation or Subacute Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Nurse** definition in the **Glossary** section of the certificate has been amended to be defined as a healthcare professional trained, duly licensed, and operating within the scope of their license to care for people with Injuries or Sicknesses.

The **Physician** definition in the **Glossary** section of the certificate has been amended to be defined as a person performing tasks that are within the limits of his or her medical license.

For residents of Vermont

The state of **Vermont** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Vermont law. The minimum requirements of Vermont law will apply to your claim.

The minimum hours requirement of the **Eligible Groups** provision in the **Hospital Indemnity Highlights** section of the certificate is amended to cover eligible employees working at least 17.5 hours per week.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from injuring oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended so that any claims caused by, contributed to by, or resulting from:

- being intoxicated; and
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, alcohol, poison, fume, or other chemical substance unless taken as prescribed or directed by the Insured's Physician.

are removed.

The **Exclusions** provision in the **Hospital Indemnity Details** section of the certificate is amended by providing that any exclusion for claims caused by, contributed to by, or resulting from any Mental or Nervous Disorders is removed.

The **Autopsy** provision in the **Claim Provisions** section of the certificate is amended so that when we request an Autopsy where it is allowed by law, and not prohibited by the Insured's religion, it will be at our expense.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid immediately or within 30 days after receipt of Written Proof of Loss.

The **Fraud** provision in the **General Provisions** section of the certificate is amended as follows:

We want to make sure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

These actions will result in denial of a claim, and are subject to prosecution and punishment to the full extent under state and federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

For purposes of the definition of **Children** in the **Glossary** section of the certificate, Children are defined as any Children born to age 26.

The **Covered Accident** definition in the **Glossary** section of the certificate is amended as follows:

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:
- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and
- is not excluded by name or specific description in this certificate.

The **Hospital** definition in the **Glossary** section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Hospital:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Mental or Nervous Disorders** definition in the **Glossary** section of the certificate is removed in its entirety.

The **Rehabilitation Unit** definition in the **Glossary** section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Rehabilitation Unit:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and

- a facility for the treatment of Substance Abuse.

The **Subacute Rehabilitation Unit** definition in the **Glossary** section of the certificate has been amended to remove the following criteria from what does not meet the Glossary definition of Subacute Rehabilitation Unit:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

The **Substance Abuse** definition in the **Glossary** section of the certificate is removed in its entirety.

ERISA

Additional Summary Plan Description Information

If the Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your Certificate of Coverage, constitute the summary plan description. The summary plan description and the Policy constitute the Plan. Benefit determinations are controlled exclusively by the Policy, your Certificate of Coverage and the information contained in this document.

Name of Plan:
Holley Performance Products Employee Benefits Plan

Name and Address of Employer:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101

Plan Identification Number:
a. Employer IRS Identification #: 61-1291482
b. Plan #: 503

Type of Welfare Plan:
Hospital Indemnity

Type of Administration:
The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the insurance policy issued to the Plan.

ERISA Plan Year Ends:
December 31

Plan Administrator, Name, Address, and Telephone Number:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101
(270) 782-2900

Holley Performance Products Incorporated is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

Agent for Service of Legal Process on the Plan:
Holley Performance Products Incorporated
2445 Nashville Rd Ste B1
Bowling Green, Kentucky
42101

Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

Funding and Contributions:
The Plan is funded by insurance issued by Unum Insurance Company, 2211 Congress Street, Portland, Maine 04122, under 987177 013. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

Employer's Right to Amend the Plan
The Employer reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents and underlying

policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in Writing and endorsed on or attached to the Plan.

Employer's Right to Request Policy Change

The Employer can request a Policy change. A change to the Policy will be made valid once approved by one of our officers. The change must be in Writing and endorsed on or attached to the Policy.

Cancellation of the Policy by the Employer

The Employer may cancel the Policy by providing us Written notice. In any event of cancellation, coverage will continue through the end of the day the cancellation takes effect.

A cancellation of the Policy will not affect a Payable Claim.

Cancellation or Modification of the Policy by Us

In addition, we may cancel or modify the Policy if the Policy terms are not met, the Employer fails to satisfy its obligations, premium is not paid, a change in the Employer or in the law impacts the benefits payable or the risks insured or, depending on the Policy, at our election after any rate guarantee period.

In any event, we will provide Written notice to the Employer prior to any cancellation or modification date. The Employer may cancel the Policy if it chooses not to accept the Policy modifications made by us.

A cancellation of the Policy will not affect a Payable Claim.

Your Rights Under ERISA

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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

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

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated

against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

Assistance with Your Questions

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

Privacy Notice

This Privacy Notice applies to Unum Group's United States insurance operations and is being provided on behalf of its affiliates listed below ("Unum" "we"), as required by the Gramm-Leach Bliley Act and state insurance laws. This Notice describes how we collect, share, and protect nonpublic personal information (NPI).

COLLECTING INFORMATION
We collect NPI about our customers to provide them with insurance products and services, perform underwriting, provide stop loss coverage, and administer claims. The types of NPI we collect for these purposes may include telephone number, address, Social Security number, date of birth, occupation, income, and medical history, including treatment. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

SHARING INFORMATION
We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us perform underwriting, provide stop loss coverage, pay claims, detect fraud, and to provide reinsurance or auditing. We may share NPI with medical providers for insurance and treatment purposes and with insurance support organizations. The organizations may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes, with parties for a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

We do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

SAFEGUARDING INFORMATION
We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

ACCESS TO INFORMATION
You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing, providing your full name, address, telephone number and policy number, to the address below. We will reply within 30 business days of receipt. If you request, we will send copies of the NPI to you or make available to you at our office. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

CORRECTION OF INFORMATION
If you believe the NPI we have about you is incorrect, please write to us and include your full name, address, telephone number and policy number if we have issued a policy, and the reason you believe the NPI is inaccurate. We will reply within 30 business days of receipt. If we agree with you, we will correct the NPI and

notify you and insurance support organizations that may have received NPI from us in the preceding 7 years. We will also, if you ask, notify any person who may have received the incorrect NPI from us in the past 2 years.

If we disagree with you, we will tell you we are not going to make the correction and the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct and the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI to be accessible. We will include your statement any time the disputed NPI is reviewed or disclosed. We will also give the statement to insurance support organizations that gave us NPI and to any person designated by you, if we disclosed the disputed NPI to that person in the past two years.

COVERAGE DECISIONS
If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI. You may submit a written request for the reason(s) for our decision within 90 business days of our decision. We will reply within 21 business days of receipt with the specific reasons, if not initially furnished, and specific items of information that supported our decision.

CONTACTING US
For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit: unum.com/privacy or coloniallife.com. You may also write to: Privacy Officer, Unum, 2211 Congress Street, B267, Portland, Maine 04122 or at Privacy@unum.com.

We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and Starmount Life Insurance Company.

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