

**SUMMARY OF THE NEW HAMPSHIRE LIFE AND HEALTH INSURANCE GUARANTY
ASSOCIATION ACT of 2019 (RSA 408-F) (the Act)
AND
NOTICE CONCERNING COVERAGE AND LIMITATIONS**

SUMMARY:

This notice provides a brief summary of the purpose of the New Hampshire Life and Health Insurance Guaranty Association (Association) and the protection it provides for policyholders. This safety net was created under New Hampshire law, which determines who and what is covered and the amounts of coverage. This summary does not cover all provisions of the law and it does not in any way change one's rights or obligations under the Act or the rights or obligations of the Association.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with New Hampshire law, with funding from assessments paid by other insurance companies, including health maintenance organizations (HMOs).

DISCLAIMER:

The Association may not cover your policy or contract or, if coverage is available, it may be subject to substantial limitations and exclusions and conditioned on continued residence in the state.

This protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable and consumers should not rely on coverage under this Act when selecting an insurer or HMO. The valuable protection through the Guaranty Association is not unlimited.

COVERAGE:

Generally, individuals will be protected by the New Hampshire Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance policy or an annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, assignees or payees of insured persons are protected as well, even if they live in another state.

Coverage provided under the current, amended Act may be different from coverage provided prior to 2020, as coverage is determined by the governing Act in effect on the date that the Association becomes obligated.

BASIC LIMITS ON AMOUNT OF COVERAGE:

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurance company would owe under a policy or contract.

The basic protections provided by the Association are limited to:

Life Insurance

- \$300,00 in death benefits
- \$300,000 in death benefits
- \$100,000 in cash surrender and withdrawal values

Health Insurance

- \$500,000 for health benefit plans (see definition below)

- \$300,000 in disability (income) insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

Annuities

- \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

With respect to any one life, the Association will pay a maximum of \$300,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverages, except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance, in which case the aggregate liability of the Association shall not exceed \$500,000 with respect to any one individual.

“Health benefit plan” is defined in RSA 408-F:4, VI and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or an annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

NOTE: Certain policies and contracts may not be covered or may not be fully covered. For example, coverage does not extend to a portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy.

This information is provided by:

New Hampshire Life and Health Insurance Guaranty Association 12
Brick Mill Road, Unit A
Bedford, NH 03110
(603) 472-3734
www.nhlifega.org

New Hampshire Department of Insurance 21
South Fruit Street, Suite 14
Concord, NH 03301
(603) 271-2261
www.nh.gov/insurance/

**Group Accident Indemnity
Insurance Certificate**

Pla-Fit Franchise, LLC

IMPORTANT NOTICES

GROUP ACCIDENT INDEMNITY

If a Covered Person resides in one of the following states, the important notice will apply.

Arizona residents:

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

California residents:

THIS IS A SUPPLEMENT TO HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR ESSENTIAL HEALTH BENEFITS OR MINIMUM ESSENTIAL COVERAGE AS DEFINED IN FEDERAL LAW.

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

Florida residents:

The benefits of the policy providing your coverage are governed primarily by the laws of a state other than Florida. To make an inquiry, obtain information about your coverage or to resolve a complaint call 1-800-754-3207.

Idaho residents:

Notice to Buyer: This is an accident only Certificate and it does not pay benefits for loss from Sickness. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. Read Your Certificate carefully with the Outline of Coverage.

THIS POLICY IS RENEWABLE AT THE OPTION OF THE POLICYHOLDER AND/OR US We may terminate insurance on or after the first anniversary of the Policy Effective Date. The Policyholder/Subscriber may terminate insurance on any Premium Due Date. Written notice by certified mail must be given at least 31 days prior to such Premium Due Date. Failure by the Policyholder/Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

Louisiana residents:

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

Maryland residents:

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

New Hampshire residents:

NOTICE TO BUYER: This is an accident-only policy and it does not pay benefits for loss from sickness. Review your policy carefully. Benefits provided are supplemental and are not intended to cover all medical expenses.

THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

THIS POLICY IS RENEWABLE AT THE OPTION OF THE POLICYHOLDER AND/OR US.

30 Day Right To Examine Policy

This Certificate may, at any time within 30 days after its receipt by the certificate holder, be returned by delivering it or mailing it to the Company or the agent through whom it was purchased.

Immediately upon such delivery or mailing, the Certificate will be deemed void from the beginning, and any premium paid on it will be refunded.

North Carolina residents:

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

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from CIGNA HEALTH AND LIFE INSURANCE COMPANY.

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

Texas residents:

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT

YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

Vermont residents:

THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

Cigna Health and Life Insurance Company
900 Cottage Grove Road, Bloomfield, Connecticut 06002
A Stock Insurance Company

GROUP ACCIDENT INDEMNITY CERTIFICATE

We, the Cigna Health and Life Insurance Company, have issued a Group Policy, AI112512 to Pla-Fit Franchise, LLC.

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

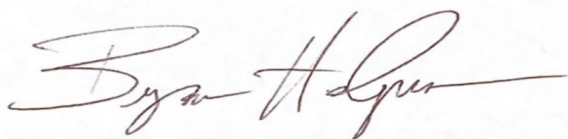
This Certificate describes the benefits and basic provisions of Your coverage. It is not the insurance contract and does not waive or alter any terms of the Policy. If questions arise, the Policy language will govern. You may examine the Policy at the office of the Policyholder or the Administrator.

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

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Geneva Campbell Brown
Corporate Secretary



Bryan Holgerson
President, U.S. Employer

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

**NOTICE TO BUYER: THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY AND IT DOES NOT PAY
BENEFITS FOR LOSS FROM SICKNESS. REVIEW YOUR POLICY CAREFULLY.**

**THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE
NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

This policy does not provide comprehensive health insurance coverage. It is not intended to satisfy the individual mandate of the Affordable Care Act (ACA) or provide the minimum essential coverage required by the ACA (often referred to as "Major Medical Coverage"). It does not provide coverage for hospital, medical, surgical, or major medical expenses.

30 DAY RIGHT TO EXAMINE CERTIFICATE

This Certificate may, at any time within 30 days after its receipt by the certificate holder, be returned by delivering it or mailing it to the Company or the agent through whom it was purchased. Immediately upon such delivery or mailing, the Certificate will be deemed void from the beginning, and any premium paid on it will be refunded.

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Series 1.0

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SCHEDULE OF BENEFITS

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

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

Covered Classes:

Class 1 All active, Full-time Employees of the Employer who are regularly working in the United States a minimum of 30 hours per week and regularly residing in the United States and who are United States citizens or permanent resident aliens or non-United States citizens legally working and living in the United States (Inpats) and their Spouse/Domestic Partner and Dependent Children who are United States citizens or permanent resident aliens or Spouse/Domestic Partner or Dependent Child Inpats and who are legally residing in the United States.

The following pages contain a *Schedule of Benefits* for each class of eligible Employees. For an explanation of these benefits, please see the *Description of Coverages and Benefits* section.

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SCHEDULE OF BENEFITS FOR CLASS 1

Policyholder: Pla-Fit Franchise, LLC

Effective Date of Policyholder: January 01, 2025

Minimum Policyholder Participation Requirements:

No minimum requirement

Eligibility Waiting Period:

No Waiting Period.

BENEFIT AMOUNTS PAYABLE

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

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

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

GROUP ACCIDENT INDEMNITY BENEFITS EMPLOYEE BENEFITS

PLAN 1

INITIAL CARE AND EMERGENCY CARE BENEFITS

<u>Benefit Type</u>	<u>Benefit Amount</u>
Emergency Care Treatment	
Benefit Amount	\$200
Physician Office Visit (<i>includes urgent care</i>)	
Benefit Amount	\$100
Diagnostic Exam	
Benefit Amount	\$75
Ground Ambulance	
Benefit Amount	\$400
Water Ambulance	
Benefit Amount	\$400
Air Ambulance	
Benefit Amount	\$1,600

HOSPITALIZATION BENEFITS

<u>Benefit Type</u>	<u>Benefit Amount</u>
Hospital Admission	
Benefit Amount	\$1,000
Hospital Stay	
Benefit Amount	\$200 per day
Maximum Benefit Period	365 days
Intensive Care Unit Stay	
Benefit Amount	\$400 per day
Maximum Benefit Period	365 days

FRACTURES BENEFIT

Benefit Type

FRACTURES:

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

	Non-Surgical/Closed <u>Benefit Amount</u>	Surgical/Open <u>Benefit Amount</u>
Skull Pays for non-depressed or depressed skull fractures but not bones of face	\$4,000	\$8,000
Hip or Thigh	\$4,000	\$8,000
Vertebrae or Pelvis Pays for vertebrae, body of vertebrae, or pelvis fracture Will not pay for Coccyx, Leg or Vertebral Processes fractures	\$4,000	\$8,000
Upper Arm Pays for arm fractures located between elbow and shoulder Will not pay for Shoulder or Lower Arm fractures	\$1,000	\$2,000
Shoulder or Collarbone Pays for shoulder or collarbone fractures only Will not pay for Upper Arm fractures	\$1,000	\$2,000
Leg Will not pay for Thigh, Kneecap or Ankle fractures	\$1,000	\$2,000
Ankle Will not pay for Leg, Foot or Heel fractures	\$800	\$1,600
Kneecap Will not pay for Leg fractures	\$800	\$1,600
Lower Arm Pays for arm fractures located to the elbow and below the elbow Will not pay for Upper Arm or Wrist fractures	\$800	\$1,600
Foot Will not pay for Toe, Ankle or Heel fractures	\$800	\$1,600
Hand or Wrist Will not pay for Lower Arm or Finger fractures	\$800	\$1,600
Upper Jaw Will not pay for Lower Jaw, teeth or Bones of Face fractures	\$600	\$1,200
Lower Jaw Will not pay for Upper Jaw, teeth or Bones of Face fractures	\$600	\$1,200
Bones of Face or Nose Will not pay for Upper Jaw, Lower Jaw or teeth fractures	\$600	\$1,200
Vertebral Processes	\$600	\$1,200
Rib	\$200	\$400

More than 1 rib fracture pays 2 times the Benefit Amount

Coccyx We will not pay for Vertebrae or Pelvis fractures	\$200	\$400
Finger More than 1 finger pays 2 times the Benefit Amount. We will not pay for fractures to Hand or Wrist.	\$100	\$200
Toe More than 1 toe fracture pays 2 times the Benefit Amount. We will not pay for Foot or Ankle fractures.	\$100	\$200
Sternum	\$100	\$200
Heel We will not pay for Foot, Toe or Ankle fractures	\$100	\$200
Chip Fracture We will not pay in addition to Closed fracture benefit	25% of Closed fracture benefit	Not Applicable
Multiple Fractures We will not pay multiple fracture benefit in addition to single fracture benefits	200% of the single fracture benefit for multiple fractures to the same bone	Not Applicable

DISLOCATIONS BENEFITS

Benefit Type

DISLOCATIONS:

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

	Non-Surgical/Closed <u>Benefit Amount</u>	Surgical/Open <u>Benefit Amount</u>
Hip Joint	\$3,000	\$6,000
Knee Joint	\$3,000	\$6,000
Bones of Foot	\$3,000	\$6,000
Ankle We will not pay for Bones of Foot or Toe	\$1,000	\$2,000
Wrist	\$800	\$1,600
Elbow	\$600	\$1,200
Shoulder	\$400	\$800
Hand	\$400	\$800
Collarbone	\$400	\$800
Lower Jaw	\$400	\$800
Finger or Toe More than 1 finger or toe pays 2 times the benefit	\$100	\$200

FOLLOW-UP CARE

<u>Benefit Type</u>	<u>Benefit Amount</u>
Follow-up Physician (<i>or medical professional</i>) Office Visit Benefit is limited to 10 treatments per Accident	\$75
Follow-up Physical Therapy Visits Benefit is limited to 10 treatments per Accident	\$50

SPORTS ACCIDENT BENEFIT

<u>Benefit Type</u>	<u>Benefit Amount</u>
Sports Activity	25% of the Initial Care and Emergency Care Benefits, Hospitalization Benefits, Fractures Benefits, Dislocations Benefits, Follow-up Care Benefits, Accidental Death Benefits, Catastrophic Dismemberment Loss, Dismemberment Loss Benefits, and Enhanced Accident Benefits.

OPTIONAL BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT RIDER

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

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

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

The Accidental Death Benefit pays a minimum of \$1,000. A single Dismemberment Benefit pays a minimum of \$500.

EMPLOYEE BENEFITS

ACCIDENTAL DEATH BENEFITS

Death must occur within 365 days of a Covered Accident.

<u>Benefit Type</u>	<u>Benefit Amount</u>
Loss of Life	\$50,000
Automobile	\$50,000
Common Carrier	\$100,000

CATASTROPHIC DISMEMBERMENT LOSS

In the event a death benefit under the Accidental Death Benefit is paid at a later date, these benefits will be deducted from the Accidental Death Benefit Amount.

Dismemberment or Loss must occur within 365 days of a Covered Accident.

<u>Benefit Type</u>	<u>Benefit Amount</u>
Sight in Both Eyes	\$30,000
Both Hands or Arms	\$30,000
Both Feet or Legs	\$30,000
Speech and Hearing in Both Ears	\$30,000
Speech or Hearing in Both Ears	\$15,000
One Hand or Arm and One Foot or Leg	\$15,000
One Hand, Arm, Foot, Leg, or Sight in one Eye	\$15,000

DISMEMBERMENT LOSS

Dismemberment Loss must occur within 365 days of a Covered Accident

<u>Benefit Type</u>	<u>Benefit Amount</u>
Finger	\$2,000
Toe	\$2,000

More than 1 finger or toe pays 2 times the benefit

ENHANCED BENEFIT RIDER

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

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

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

EMPLOYEE BENEFITS

<u>Benefit Type</u>	<u>Benefit Amount</u>
Small Burns	\$300
Large Burns (2nd degree)	\$1,000
Large Burns (3rd degree)	\$10,000
Small Lacerations	\$100
Large Lacerations	\$600
General Anesthesia Benefit	\$100
Medicine Benefit	\$10
Medical Supply Benefit	\$10
Major Surgery Benefit	\$1,250
Minor Surgery - Repair Benefit	\$400
Minor Surgery - Exploratory Benefit	\$150
Eye Injury - Removal of Foreign Object	\$200
Emergency Dental - Extraction	\$150
Emergency Dental - Broken Tooth	\$75
Concussion	\$150
Coma	\$10,000
Diagnostic Advanced Exam	\$150
Appliance	\$150
Prosthesis	\$1,000
Paralysis - Paraplegia or Hemiplegia Benefit	\$5,000
Paralysis - Quadriplegia	\$10,000
Blood, Plasma, Platelets, Non-Blood Substitutes	\$200
Transportation	\$400
Family Lodging	\$150 per day

CONTINUATION OPTIONS

Applicable Coverage(s)	Accident Indemnity Benefits and Optional Benefits for Employee, His Spouse and Dependent Child
For Family Medical Leave Maximum Benefit Period	up to 180 days for family medical leave and up to 26 weeks for military family leave
For Leave of Absence Maximum Benefit Period	up to 180 days
For Temporary Layoff Maximum Benefit Period	up to 180 days

PORTABILITY

Portable Period	Coverage continues to age 100 for Employee, to age 100 for Spouse, to age 26 for Dependent Child, unless otherwise specified
Amount of Portable Insurance	100%
Coverage(s) that may be ported	Employee, Spouse, Dependent Child
Benefits that may be ported	All
Maximum Age	As of the date of porting, 100 for Employee, 100 for Spouse, 26 for Dependent Child, unless otherwise specified

PREMIUM INFORMATION

INITIAL PREMIUM

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

PREMIUM DUE DATES

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

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

GAI-00-1100a.NH CHC as modified by GAI-SPORTSBEN-RD.00

DESCRIPTION OF COVERAGES AND BENEFITS

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

INITIALCARE AND EMERGENCY BENEFITS

EMERGENCY CARE TREATMENT

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

Benefit Condition(s)

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

Definition(s): For purposes of this benefit:

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

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

Exclusion(s): Benefits will not be payable for treatment provided by an Immediate Family Member.

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

PHYSICIAN OFFICE VISIT BENEFIT *(includes urgent care)*

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

Exclusion(s): This benefit is not payable for visits by a surgeon while confined in a Hospital.

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

DIAGNOSTIC EXAM BENEFIT

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

Benefit Condition(s)

Examination must occur within 90 days of the Covered Accident.

Benefit Limitation(s)

1. This benefit pays for 1 diagnostic examination per Covered Accident.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

AMBULANCE BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

1. We will pay this benefit in addition to the Emergency Care Treatment benefit.
2. We will only pay one benefit, ground, water, or air ambulance whichever is the greater amount.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

HOSPITAL BENEFITS

HOSPITAL ADMISSION BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

This benefit will not be payable if:

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

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

HOSPITAL STAY BENEFIT

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

Benefit Condition(s)

The Hospital Stay must meet all of the following:

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

The benefit will be paid for each day of a continuous Hospital Stay. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

Benefit Limitation(s)

1. This benefit will not be payable for hospital re-admission for same Covered Accident.
2. If a benefit is payable under the Hospital Stay Benefit as well as under the Intensive Care Unit Stay Benefit, only 1 benefit will be paid for the same Covered Accident, whichever is the greater amount.
3. If the Covered Person leaves the Hospital and then returns within 180 days for the same or a related Covered Accident, We will still count that as one Hospital Stay. However, if the Covered Person is out of the Hospital for at least 180 days and then returns for the same or a related Covered Accident, We will count that as a different Hospital Stay.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

INTENSIVE CARE UNIT STAY BENEFIT

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

Benefit Condition(s)

The ICU Stay must meet all of the following:

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

The benefit will be paid for each day of a continuous ICU Stay. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

Benefit Limitation(s)

1. This benefit will not be payable for Hospital re-admission for same Covered Accident.
2. If a benefit is payable under the Hospital Stay Benefit as well as under the Initial Intensive Care Unit Benefit, only 1 benefit will be paid for the same Covered Accident, whichever is the greater amount.
3. If the Covered Person leaves the ICU and then returns within 180 days for the same or a related Covered Accident, We will still count that as one Stay. However, if the Covered Person is out of the ICU for at least 180 days and then returns for the same or a related Covered Accident, we will count that as a different Stay in an ICU.

Definition(s): For purposes of this benefit:

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

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

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

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

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

FRACTURES BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

Definition(s): For purposes of this benefit:

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

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

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

DISLOCATIONS BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

Definition(s): For purposes of this benefit:

Dislocation means a completely separated joint as diagnosed by a Physician that can be corrected by open or closed reduction.

A **Partial Dislocation** is an incomplete separated joint as diagnosed by a Physician.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

FOLLOW-UP CARE

FOLLOW-UP PHYSICIAN OFFICE VISIT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a Follow-Up Physician Office Visit due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident and is examined or treated by a Physician or medical professional in such individual's office (*office includes virtual care visits*).

Recommendation from Physician is required and the Covered Person is entitled to payable Initial Care and/or Emergency Care benefits.

Benefit Condition(s)

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

Benefit Limitation(s)

1. Only 10 benefits will be paid for each Covered Person per Covered Accident.

Definition(s): For purposes of this benefit:

Medical professional can include providers that are appropriately licensed professionals, including but not limited to those practicing chiropractic care, speech therapy, occupational therapy, vocational therapy, respiratory therapy, and mental health treatment associated with Covered Accidents.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

FOLLOW-UP PHYSICAL THERAPY BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

1. Only 10 benefits will be paid for each Covered Person per Covered Accident.

Definition(s): For purposes of this benefit:

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

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions Section.

SPORTS ACCIDENT BENEFIT**SPORTS ACTIVITY BENEFIT**

We will pay the additional percentage amount shown for the benefits payable in the *Schedule of Benefits*, subject to the following limitations, when a Covered Person sustains a Covered Injury resulting directly and independently of all other causes from a covered Organized Sports Activity or covered Personal Sports Activity.

Benefit Limitation(s)

1. Only 10 benefits will be paid per Covered Person per calendar year.

Exclusion(s): The exclusions that apply to this benefit are in the Common Exclusions section.

GAI-00-2201.NH CHC as modified by GAI-SPORTSBEN-RD.00

GENERAL DEFINITIONS

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

Active Service	An Employee will be considered in Active Service with His Employer on any day that is either: 1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a Full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or 2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday. A Covered Person is not considered in Active Service if he is: 1. Inpatient in a Hospital, receiving hospice or confined in a rehabilitation or convalescence center or custodial care facility; 2. confined at home under the care of a Physician for Sickness or Injury.
Age	A Covered Person's Age, for purposes of initial premium calculations, is His Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is His Age attained on the last Policy anniversary.
Aircraft	A vehicle which: 1. has a valid certificate of airworthiness; and 2. is being flown by a pilot with a valid license to operate the Aircraft.
Certificate	The Certificate, including the Certificate <i>Schedule of Benefits</i>, amendments, riders and supplements, if any, is a written statement prepared by Us to set forth a summary of: 1. benefits to which the Covered Person is entitled; 2. to whom the benefits are payable; and 3. limitations or requirements that may apply.
Covered Accident	A sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions: 1. occurs while the Covered Person is insured under this Policy; 2. is not contributed to by disease, Sickness, mental or bodily infirmity; and 3. is not otherwise excluded under the terms of this Policy.
Covered Injury	Any bodily harm that results, directly and independently of all other causes, from a Covered Accident.
Covered Loss	A loss that is: 1. the result, directly and independently of all other causes, from a Covered Accident; 2. one of the Covered Losses specified in the <i>Schedule of Benefits</i>; and 3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.
Covered Person	An eligible person, as defined in the <i>Schedule of Benefits</i>, who is enrolled where required, has been accepted by Us, required premium has been paid when due and coverage under this Policy remains in force.
Dependent Child	An Employee's child who meets the following requirements: 1. a child by blood or by law who is under the end of the month in which the child reaches age 26; or

2. a child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

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

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

Emergency Room Treatment

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:

1. serious jeopardy to the Covered Person's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

Employee

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

Employer

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

Full-time

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

Furlough

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

He, His, Him, Himself

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:

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

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

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addiction and alcoholism.

Hospital Stay

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident/Loss. Separate Hospital Stays due to the same Covered Accident/Loss will be treated as one Hospital Stay unless separated by at least 180 days.

Initial Open Enrollment

The period in the calendar year when an eligible Employee who was hired on or before the

Period	Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy.
Injury	Any accidental loss or bodily harm.
Inpatient	A Covered Person who is confined for at least one full day's Hospital room and board.
Nurse	A licensed graduate registered Nurse (R.N.), a licensed practical Nurse (L.P.N.), or a licensed vocational Nurse (L.V.N.) who is not: 1. employed or retained by the Policyholder; 2. living in the Covered Person's household; or 3. a parent, sibling, spouse or child of the Covered Person.
Organized Sports Activity	A scholastic or amateur athletic competition or supervised organized practice for competition that takes place on a regularly occurring and scheduled basis. The competition must be overseen by a legal entity, including but not limited to, a public and private school system, sports conference, municipality, or religious or charitable organization and requires formal registration to participate. The term Organized Sports Activity does not include: 1. play such as pick-up games and spontaneous play; 2. coaching or officiating for pay; 3. personal or trained workouts; 4. participation in any sport or sporting activity for wage, compensation or profit; and 5. racing any type of vehicle in an organized event.
Outpatient	A Covered Person who receives medical tests, treatment, or services from a Hospital, ambulatory surgical center, medical clinic, or Physician's office and is not charged for room and board.
Paralysis	The complete and permanent loss of the use of two or more limbs.
Pathologist	A Physician who is licensed to practice pathological anatomy by the American Board of Pathology. Pathologist also means an osteopathic pathologist who is certified by the Osteopathic Board of Pathology.
Personal Sports Activity	Any sport or physical activity with the goal to improve physical fitness and wellness, not meant for competition. Personal Sports Activity does not include: 1. coaching or officiating for pay; 2. participation in any sport or sporting activity for wage, compensation or profit; and 3. racing any type of vehicle in an organized event.
Physical Therapist	A practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.
Physician	A licensed health care provider practicing within the scope of His license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not: 1. employed or retained by the Policyholder; 2. living in the Covered Person's household; or 3. a parent, sibling, spouse or child of the Covered Person.
Sickness	A physical or mental illness including pregnancy.
Spouse	The Employee's lawful Spouse who is at least Age 18 but not yet Age 100. Except for purposes of determining initial eligibility, the term includes a Spouse who is widowed or

divorced or legally separated from an Employee.

Temporary Layoff

A temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as a termination of employment.

**We, Us, Our,
Insurance Company**

Cigna Health and Life Insurance Company.

You, Your

The person to whom the certificate is issued

GAI-00-1200.NH CHC as modified by GAI-SPORTSBEN-RD.00

ELIGIBILITY

EMPLOYEE

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

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

SPOUSE AND DEPENDENT CHILDREN

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

ENROLLMENT

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

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

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

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

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

EFFECTIVE DATE PROVISIONS

POLICY EFFECTIVE DATE

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

EFFECTIVE DATE FOR INDIVIDUALS (NEWLY ELIGIBLE AND LIFE STATUS)

Voluntary Benefit

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

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

1. the effective date of this Policy; or

2. the first of the month following the date We or the Employer receive the Employee's completed enrollment form.

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

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

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

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

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

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

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

EFFECTIVE DATE OF CHANGES

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

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

DEFERRED EFFECTIVE DATE PROVISIONS

ACTIVE SERVICE

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

ANNUAL RE-ENROLLMENT AND LIFE STATUS CHANGE

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

Annual Re-Enrollment

An Employee who is eligible to apply, but did not previously enroll, may apply or is insured may apply for an increase for coverage.

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

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

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

Changes to coverage for an Employee who applies during the enrollment period and agrees to make required contributions 31 days after enrollment period ends will be effective on the effective date of this Policy's anniversary following the enrollment period.

Life Status Change

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

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

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

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

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

TERMINATION OF INSURANCE

Coverage on a Covered Person will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the end of the month following or coinciding with the date the Employee is no longer in Active Service;
3. the end of the month following or coinciding with the date the Employee is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
4. the last day for which premium is paid;
5. the date that the plan of benefits under which the Covered Person is covered is terminated.
6. with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee unless the Employee elects to continue coverage, including coverage on any Dependent Child;
7. for a Spouse, the end of the month following or coinciding with the date the Spouse reaches age 100;
8. for a Dependent Child, the end of the month following or coinciding with the date the Dependent Child reaches age 26.

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

CONTINUATION OF COVERAGE PROVISIONS

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

Notwithstanding any other provision of this Policy, if an Employee's Active Service ends due to termination of

employment, or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this section will not apply.

CONTINUATION FOR FAMILY MEDICAL LEAVE, LEAVE OF ABSENCE OR LAYOFF

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

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

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

PORTABILITY PROVISIONS

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

WHOSE INSURANCE IS PORTABLE

A covered Employee who:

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

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

A covered Spouse or Dependent Child who:

1. has not attained the Maximum Age for Portability shown in the *Schedule of Benefits*;
2. agrees to pay required premiums, may remain covered under a Certificate issued to Him for the Portable Period shown in the *Schedule of Benefits*.

AMOUNT OF PORTABLE INSURANCE

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

EFFECTIVE DATE OF PORTED INSURANCE

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

TERMINATION OF PORTED INSURANCE

Insurance will end on the earliest of the following dates:

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

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COMMON EXCLUSIONS

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

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission of a felony;
3. declared or undeclared war or act of war;
4. a Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.
7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - a. except as a fare-paying passenger on a regularly scheduled commercial airline;
 - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
 - c. being used for:
 - i. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
 - d. designed for flight above or beyond the earth's atmosphere;
 - e. an ultra-light or glider; or
 - f. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
8. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or Affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
9. in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
 - c. living in the Covered Person's household;
 - d. a parent, sibling, spouse or child of the Covered Person;
10. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.

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CLAIM PROVISIONS

NOTICE OF CLAIM

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

CLAIM FORMS

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

CLAIMANT COOPERATION PROVISION

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

PROOF OF LOSS

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

TIME OF PAYMENT OF CLAIMS

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

PAYMENT OF CLAIMS

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

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to an amount not exceeding \$1,000 to a relative by blood or marriage whom We believe is equitably entitled.

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

PHYSICAL EXAMINATION AND AUTOPSY

We, at Our own expense, have the right and opportunity to examine You, Your Spouse and/or Dependent Child when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic Proof of Loss has been furnished as required by this Policy. No such action will be brought more than three years

after the time such written Proof of Loss must be furnished.

BENEFICIARY

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

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

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

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

1. Spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate.

RECOVERY OF OVERPAYMENT

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods after We identify the reasons for the overpayment.

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

Our right to recover is only from amounts that would be payable directly to the Covered Person, and only if the discovery of the overpayment and request for recovery occurs within one year after the overpayment.

If We reduce any amounts payable under this Policy, the Covered Person has the right to appeal the claim adjudication and the amount. If the overpayment is in dispute, the reduction of subsequent claims will be suspended until the dispute is resolved.

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

GAI-00-CE1600.NH CHC

ADMINISTRATIVE PROVISIONS

PREMIUMS

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

REINSTATEMENT OF INSURANCE

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

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

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

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

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

1. an Employee must be in a Covered Class; and
2. the required premium must be paid; or
3. We must receive a written request for reinstatement within 31 days from the date an Employee returns to Active Service.

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

GAI-00-CE1700.NH CHC

GENERAL PROVISIONS

ENTIRE CONTRACT CHANGES

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

MISSTATEMENT OF FACT

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

CERTIFICATES

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

MULTIPLE CERTIFICATES

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

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

ASSIGNMENT

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

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

INCONTESTABILITY

This Policy or Participation Under This Policy

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

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

A Covered Person's Insurance

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

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

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

POLICY TERMINATION

We may terminate insurance on or after the first anniversary of the Policy Effective Date. The Policyholder may terminate insurance on any Premium Due Date. Written notice by certified mail must be given at least 45 days prior to such Premium Due Date. Failure by the Policyholder to pay premiums when due or within the Grace Period shall be deemed notice to Us

to terminate insurance at the end of the period for which premium was paid.

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

AGENCY

The Employer is acting as an agent to the Employee for transactions relating to insurance under the Policy. The actions of the Employer shall not be considered the actions of the Us, We are not liable for any of their acts or omissions.

CLERICAL ERROR

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

CONFORMITY WITH STATUTES

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

POLICY CHANGES

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

WORKERS' COMPENSATION INSURANCE

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

EXAMINATION OF THE POLICY

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

EXAMINATION OF RECORDS

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

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

OWNERSHIP OF RECORDS

All records maintained by Us are, and shall remain, the property of Cigna Health and Life Insurance Company.

Important Notice

The Policyholder may contact the Insurance Company, using the address or toll-free telephone number given below, with questions or problems with respect to the Covered Person's Certificate:

Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, Connecticut 06002
Telephone: 1.800.547.5575

GAI-00-CE1800.NH CHC

ACCIDENTAL DEATH AND DISMEMBERMENT RIDER

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

Rider Effective Date: January 01, 2025

BENEFITS

This Rider provides limited Accidental Death and Dismemberment Benefits. We will pay the benefit shown in the *Schedule of Benefits* if a Covered Person incurs a Covered Loss due to an Accidental Death or Dismemberment.

NON-DUPLICATION OF BENEFITS

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

LOSS OF LIFE ACCIDENTAL DEATH BENEFIT

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

Benefit Condition(s)

This benefit will be payable if the Loss occurs within 365 days of a Covered Accident.

Benefit Limitation(s)

1. Any Loss of Life benefit will be reduced by any paid or payable Dismemberment or Catastrophic Dismemberment Loss Benefit for the same Covered Loss. However, if such Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.
2. This benefit will not be paid if a Covered Person dies as a result of an Automobile accident or Common Carrier accident.

AUTOMOBILE ACCIDENTAL DEATH BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person dies due to a Covered Injury resulting directly and independently as a result of a Covered Automobile accident.

Benefit Condition(s)

This benefit will be payable if:

1. The loss occurs within 365 days of a Covered Accident.
2. The Covered Person was wearing and was properly utilizing a seatbelt at the time of the Covered Accident, as evidenced by a police accident report.

Benefit Limitation(s)

This benefit will not be payable if the Covered Person is the driver of the Automobile and does not hold a current and valid driver's license.

COMMON CARRIER ACCIDENTAL DEATH BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person dies due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

Benefit Condition(s)

This benefit will be payable if the Loss occurs within 365 days of a Covered Accident.

Benefit Limitation(s)

This benefit will not be payable if the Covered Person is the operator of the public conveyance or Common Carrier.

CATASTROPHIC DISMEMBERMENT LOSS BENEFIT

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

Benefit Condition(s)

Loss must occur within 365 days of the Covered Accident.

Benefit Limitation(s)

1. If a Dismemberment benefit is payable for a Covered Accident no benefit will be payable under the Catastrophic Dismemberment Loss benefit for the same Covered Loss.
2. The total benefit payable under this benefit cannot exceed that of the Accidental Death benefit.

DISMEMBERMENT BENEFIT

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

Benefit Condition(s)

This benefit will be payable if the Covered Loss occurs within 365 days of a Covered Accident.

Benefit Limitation(s)

1. If a Catastrophic Dismemberment Loss Benefit is payable for a Covered Accident no benefit will be payable under the Dismemberment benefit for the same Covered Loss.
2. The total benefit payable under this benefit cannot exceed that of the Loss of Life Accidental Death benefit.

Definition(s)

For purposes of this Rider, the following definitions shall apply:

Air Bag System means an automatically inflatable passive restraint system that is designed to provide automatic crash protection in front or side impact Automobile accidents and meets the Federal Vehicle Safety Standards of the National Highway Traffic Safety Administration.

Automobile means a four-wheeled private passenger motor vehicle licensed for use on public highways and is not being used to transport passengers for hire.

Common Carrier means a public conveyance, including Aircraft, licensed for hire to carry fare-paying passengers or a transport Aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

Loss of Life means an accidental death that does not include death in an Automobile or Common Carrier.

Loss of a Hand means the complete Severance of at least four fingers or above the wrist.

Loss of a Foot means complete Severance through or above the ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of Fingers means complete or partial Severance through the joint of one or more fingers.

Loss of Toe means complete or partial severance through the metatarsophalangeal joint of one or more toes.

Loss of Leg means complete or partial Severance above the knee.

Loss of Arm means complete or partial Severance above the elbow.

Severance means the complete or partial and permanent separation and dismemberment of the part from the body.

ACCIDENTAL DEATH AND DISMEMBERMENT RIDER EXCLUSIONS

The exclusions that apply to these benefits are in the Common Exclusions Section of the Policy.

RENEWABILITY/TERMINATION OF COVERAGE

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

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

REINSTATEMENT

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

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

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Geneva Campbell Brown
Corporate Secretary



Bryan Holgerson
President, U.S. Employer

DDB-00 2212.NH CHC

ENHANCED BENEFIT RIDER

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

Rider Effective Date: January 01, 2025

EMPLOYEE BENEFITS

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

NON-DUPLICATION OF BENEFITS

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

SMALL BURNS COVERING 20% OR LESS BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

LARGE BURNS COVERING MORE THAN 20% BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

SMALL LACERATIONS BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

LARGE LACERATIONS BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

GENERAL ANESTHESIA BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

This benefit is only payable 1 time per Covered Accident.

MEDICINE BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

This benefit is only payable 1 time per Covered Accident.

MEDICAL SUPPLY BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

MAJOR SURGERY BENEFIT

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

Benefit Condition(s)

1. The surgery must be performed by a Physician within 365 days from the date of the Covered Accident.
2. The surgery includes an invasive or open surgical procedure.

Benefit Limitation(s)

1. This benefit is only payable 1 time per covered accident.
2. If We pay this benefit, We will not pay for any other surgical benefit.
3. If a benefit is payable under the Fractures Benefit or Dislocations Benefit as well as under the Major Surgery Benefit, only 1 benefit will be paid for the same Covered Accident, which is the greater amount.

MINOR SURGERY - REPAIR BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires minor surgery to repair a torn, ruptured or severed part of the body due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Benefit Condition(s)

1. The surgery must be performed by a Physician within 90 days from the date of the Covered Accident.
2. The surgery includes an invasive or open surgical procedure.

Benefit Limitation(s)

1. This benefit is only payable 1 time per Covered Accident.
2. If exploratory surgery is performed with no repair, we will not pay this benefit.
3. If a benefit is payable under the Fractures Benefit or Dislocations Benefit as well as under the Minor Surgery Benefit, only 1 benefit will be paid for the same Covered Accident, which is the greater amount.

MINOR SURGERY - EXPLORATORY BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

1. This benefit is only payable 1 time per Covered Accident.
2. If the Minor Surgery - Repair Benefit is paid, this benefit will not be paid for exploratory minor surgery during the same procedure.

EYE INJURY - REMOVAL OF FOREIGN OBJECT BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

EMERGENCY DENTAL - EXTRACTION BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

EMERGENCY DENTAL - BROKEN TOOTH BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

CONCUSSION BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

COMA BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

DIAGNOSTIC ADVANCED EXAM BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

This benefit is only payable 1 time per Covered Accident.

APPLIANCE BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

1. We will not pay this benefit for prescribed or non-prescribed hearing aids, dentures, eye glasses, cosmetic devices

- such as wigs, or artificial joint replacements.
- 2. If more than 1 appliance is required we will pay 2 times the benefit shown in the *Schedule of Benefits*.
- 3. This benefit is payable 1 time per Covered Accident.

PROSTHESIS BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

- 1. This benefit will only be payable if a benefit is paid for the loss of an arm, leg, hand, foot or eye under the Accidental Dismemberment Benefit.
- 2. We will not pay for hearing aids, dentures, eye glasses, cosmetic devices such as wigs, or artificial joint replacements.
- 3. If more than one prosthesis is required We will pay 2 times the benefit shown in the *Schedule of Benefits*.
- 4. This benefit is payable 1 time per Covered Accident.

PARALYSIS - PARAPLEGIA OR HEMIPLEGIA BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

PARALYSIS - QUADRIPLEGIA BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

BLOOD, PLASMA, PLATELETS AND NON-BLOOD SUBSTITUTES BENEFIT

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

Benefit Condition(s)

Transfusion must occur within 90 days of Covered Accident.

Benefit Limitation(s)

This benefit is only payable 1 time per Covered Accident.

TRANSPORTATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires treatment that is not available

locally due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Benefit Condition(s)

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

Benefit Limitation(s)

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

FAMILY LODGING BENEFIT

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

Benefit Condition(s)

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

Benefit Limitation(s)

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

Definition(s) For purposes of this Rider:

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

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

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

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

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

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

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

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

RENEWABILITY/TERMINATION OF COVERAGE

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

1. the date the Covered Person's coverage ends for any reason under the Policy to which this Rider is attached;

2. the end of the period for which premium is paid for this Rider, subject to the Policy's Grace Period provision; and
3. the end of the period for which premium is paid for coverage under the Policy, to which this Rider is attached, subject to the Policy's Grace Period provision.

REINSTATEMENT

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

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

CIGNA HEALTH AND LIFE INSURANCE COMPANY

Geneva Campbell Brown
Corporate Secretary



Bryan Holgerson
President, U.S. Employer

EAB-00-2213.NH CHC

AMENDATORY RIDER
DOMESTIC PARTNER COVERAGE

Policyholder: Pla-Fit Franchise, LLC
Policy No.: AI112512

Effective Date: January 01, 2025

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

Domestic Partner means any of the following:

1. A person with whom the Employee has a registered domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner unless and until: (1) the domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner marries another person.
2. A person meeting all of the following requirements, with respect to an Employee:
 - a. shares a permanent residence with the Employee;
 - b. has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
 - c. has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee during the previous six months, and is the Employee sole Domestic Partner;
 - d. has signed a Domestic Partner declaration with the Employee, if the Employee resides in a jurisdiction which provides for Domestic Partner declarations;
 - e. has not signed a Domestic Partner declaration with any other person within the last 6 months;
 - f. is interdependent with the Employee in three or more of the following ways:
 1. Both partners are registered under any municipal ordinance as domestic partners.
 2. Both partners are jointly parties to a lease, mortgage or deed.
 3. Both partners jointly own one or more motor vehicles.
 4. Both partners jointly own one or more bank or credit accounts.
 5. The Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
 6. The Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
 7. The Employee has designated the Domestic Partner as beneficiary of the Employee will.
 8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
 - g. is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence; and
 - h. is no less than 16 years of age.

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

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

1. the definition of "Spouse" remains unchanged.
2. for purposes of any provision of the policy providing for payment of benefits to relatives of the Employee, a Domestic Partner shall be included only if:
 - a. the Domestic Partner meets the requirements of the definition of Domestic Partner referenced in item 1;

- or
- b. the Employee and Domestic Partner have furnished the Employer or the Insurance Company with a signed statement affirming that the requirements referenced in item 2 within the definition of Domestic Partner are met.
3. A Domestic Partner shall be deemed eligible to be enrolled for insurance on the latest of:
- a. the date of registration under item 1 of the definition of Domestic Partner;
 - b. the date that the Employee is eligible for insurance under the Policy; or
 - c. the effective date of this Amendment to the Policy.
4. A child of a Domestic Partner may only be eligible to be insured if:
- a. the child is primarily dependent on the Employee for financial support;
 - b. the Employee has a legal obligation of support of the child; or
 - c. the Employee is the child's legal guardian.

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

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Geneva Campbell Brown
Corporate Secretary



Bryan Holgerson
President, U.S. Employer

TL-007153.NHC CHC

Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, Connecticut 06002

ADDITIONAL SERVICES (NON-INSURANCE BENEFITS) AMENDMENT

Policyholder: Pla-Fit Franchise, LLC

Policy No.: AI112512

Amendment Effective Date: January 01, 2025

This Amendment amends the Policy and Certificate to provide the additional services as described below:

As permitted by state law, we may, from time to time, offer or arrange for various entities to offer discounts, benefits, or other consideration to our Covered Persons under this Policy for the purpose of promoting the general health and well being of Covered Persons. We may also arrange for the reimbursement of all or a portion of the cost of services provided by other parties to the Policyholder or to various entities directly. The cost for the value-added products or services may be either billed directly to You or remitted to Us by the Policyholder, as agreed to by the Policyholder. These additional programs are not covered benefits under the Policy. Contact us for details regarding any such arrangements. The Covered Person is not obligated to use these additional services to obtain benefits under the plan.

The additional services may automatically terminate with the Policy or Certificate or when Your coverage terminates.

We reserve the right to terminate, modify, or replace any additional services at any time.

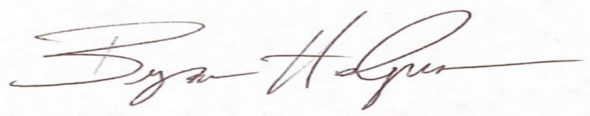
All other terms, conditions and provisions remain unchanged.



Geneva Campbell Brown
Corporate Secretary

GVA-ASNIB-AMD.00

Signed for the
CIGNA HEALTH AND LIFE INSURANCE COMPANY



Bryan Holgerson
President, U.S. Employer

MODIFYING PROVISIONS AMENDMENT

Policyholder: Pla-Fit Franchise, LLC

Policy No.: AI112512

Amendment Effective Date: January 01, 2025

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

Note: Your policy may not include all said benefits, definitions, terms, conditions, exclusions and limitations outlined below in the state resident section. In such case, disregard the outlined modifications unless your state requires a minimum benefit be provided.

The Policy/Certificate is amended as follows:

Alaska residents:

This Certificate describes the benefits and basic provisions of Your coverage. It is not the insurance contract and does not waive or alter any terms of the Policy. For Alaska residents, the Alaska requirements and this Certificate will govern.

You may contact Cigna at:
Cigna Health and Life Insurance Company
900 Cottage Grove Road, Bloomfield, Connecticut 06002
Telephone: 1-800-754-3207 - www.Cigna.com

- 1) A minimum benefit of \$25 for Physician Office Visit will be available.
- 2) Under the *General Definitions* section, the following changes are made:
 - a) The definition of Rehabilitation Facility is replaced with the following:

A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

 1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care; and
 2. is duly licensed by the appropriate government agency to provide such services.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.
 - b) The definition of Spouse is replaced with the following:

The Employee's lawful spouse. Except for purposes of determining initial eligibility, the term includes a spouse who is widowed or divorced or legally separated from an Employee.
- 3) Under the Common Exclusions section, exclusions are replaced with the following:
 - a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;

- in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Covered Person's household;
 - c. a parent, sibling, spouse or child of the Covered Person;

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

a) The Time of Payment of Claims provision is replaced with the following:

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. If additional information is required to process the claim, the claim must be paid within 15 days after receiving said information. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us. Failure to pay a claim in accordance with the time periods stated in this provision will require the payment of interest at a rate not to exceed 15% per annum on all benefits due and unpaid.

b) Recovery of Overpayment provision is replaced with the following:

If benefits are overpaid, We have within 90 days of the date an overpayment is made, the right to recover the amount overpaid by either of the following methods. We will provide 30 days' notice before seeking recovery of an overpayment.

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

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

5) Under the *Administrative Provisions* section, the Changes in Premium Rates provision was changed from 31 days to 45 days for advance written notice.

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

a) The Entire Contract: Changes provision is replaced with the following:

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

b) The Incontestability provision under the section titled This Policy or Participation Under this Policy is replaced with the following:

All statements made by the Subscriber to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Subscriber. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the Policy or Contract unless fraudulent, material either to the acceptance of the risk, or to the hazard assumed by Us, or We in good faith would either not have issued the Policy or Contract, or would not have issued a Policy or Contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the Application for the Policy or Contract or otherwise.

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

c) The Policy Termination provision is replaced with the following:

We may terminate coverage on or after the first anniversary of the Policy Effective Date. We or the Subscriber may terminate insurance on any Premium Due Date. Written or authorized electronic notice must be given at least 45 days prior to such Premium Due Date. Failure by Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

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

7) The following Rider form(s) is/are not available: SICKNESS BENEFIT RIDER

Arkansas residents:

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

- a) The definition of Covered Accident does not include reference to an “external” event.
- b) The definition of Dependent Child is replaced with the following:

An Employee’s child who meets the following requirements:

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

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

1. natural child;
2. adopted child, or a child under the charge, care or control of the Employee for whom the Employee has filed a petition to adopt;
3. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.
4. a child of the Employee's Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee.

2) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

3) Under the *Tiered Schedule of Benefits* Amendment all Employee benefits are paid at 100%.

Connecticut residents:

1) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee

and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;

- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

Florida residents:

1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:

2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;

2) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

Idaho residents:

1) A minimum benefit of \$50 for Hospitalization Benefits up to 31 days will be available.

2) Under the *Schedule of Benefits* section, Tier 1 benefits are not available. Tier 2 benefits will always be paid.

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

- a) The definition of Active Service does not include being unable to perform any of the activities of daily living (i.e. mobility, transferring, feeding, dressing, toileting,) without human supervision or assistance).
- b) A definition of Congenital Anomaly has been added as follows:

A condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term 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.

c) The definition of Covered Accident does not include reference to an "external" event

d) The definition of Dependent Child has been modified to read as follows:

An Employee's child who meets the following requirements:

1. A child from live birth to 26 years old;
2. A child who is 26 or more years old, who is chiefly dependent upon the Employee for support and maintenance and incapable of self-sustaining employment by reason of intellectual disability or physical disability.

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

1. natural child;
2. adopted child, beginning on the date of the child's birth if Placement occurs within 60 days after the child's birth, or otherwise on the date of Placement for the purpose of adoption. As used in this paragraph, "Placement" means physical placement in the Employee's care. If physical placement is prevented due to the medical needs of the child, Placement means the date the Employee signs an agreement for adoption of such child and assumes financial responsibility for such child;
3. stepchild who resides with the Employee and is financially dependent upon the Employee;
4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

e) The definition of Totally Disabled or Total Disability has been modified so that the second bullet reads as follows:

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

f) The definition and all reference to Waiting Period or Benefit Waiting Period have been removed.

4) Under the *Effective Date Provisions* section, the following changes are made:

a) The following state does not apply to the Effective Date for Individuals provision under the Dependent Child paragraph:

- the first of the month following the date We or the Employer receive the completed enrollment form for Dependent Child coverage.

b) The following is added to the Effective Date for Individuals provision under the Dependent Child paragraph:

In this Effective Date for Individuals provision, references to an Employee apply for coverage for a Spouse or Domestic Partner or Dependent child do not apply before the end of a 60-day period that begins on the date of marriage, birth or placement for adoption, as applicable.

c) The following is added when child coverage is offered:

Newborn and Newly Adopted Children

Any newly born child of the Employee will be covered from the moment of birth for 60 days. Coverage may be continued beyond this time period if the Employee notifies Us within 60 days of the child's birth and pays any required premium. Notice of birth, placement or adoption must be given within 60 days from the date of birth for a newborn child, or newly adopted children, within 60 days from the earlier of the date of adoption or placement for adoption. The due date for payment of any premium, if required, will be 31 days of the Employee's receipt of the billing for the required premium.

5) Under the *Description of Coverages and Benefits* section, under the Dislocation Benefit, the definition of Dislocation is replaced with the following:

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

6) Under the *Termination of Insurance* section, the last termination statement is replaced with the following:

9. for a Dependent Child, the date the Dependent Child reaches age 26, subject to any continuation requirements due to a Dependent Child being incapable of self-sustaining employment by reason of intellectual disability or physical disability.

7) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

8) The Common Exclusions section has been modified to include only the following exclusions:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission of or active participation in a felony, riot or insurrection;
3. declared or undeclared war or act of war;
4. a Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. mental or emotional disorders, alcoholism and drug addiction;
6. Injuries that occur in the workplace or during the course of any employment for pay, benefit, or profit.

9) Under the *Claim Provisions* section, the second paragraph of the Payment of Claims provision has been modified as follows:

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to an amount not exceeding \$1,000 to a relative by blood or marriage whom We believe is equitably entitled.

10) Under the *Administrative Provisions* section, the following is added:

Refund of Unearned Premium

If the Policyholder cancels this Policy for any reason, We shall refund the pro rata portion of the Unused Collected Premium to the beginning of the next monthly billing cycle. "Unused Collected Premium" as used herein means that portion of any premium collected which is not used, on a pro rata basis to the beginning of the next monthly billing cycle at the time of cancellation, by Us to insure against loss as there is no risk of loss from Covered Persons, or that portion of any collected premium which would have not been collected had the premium been paid monthly.

11) Under the *General Provisions* section, the following is added:

Contact Information for the Idaho Department of Insurance:
Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd floor
P.O. Box 83720
Boise, ID 83720-0043
1-800-721-3272 or www.DOI.Idaho.gov

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

WELLNESS TREATMENT, HEALTH SCREENING TEST AND PREVENTIVE CARE BENEFIT RIDER
SICKNESS BENEFITS RIDER
ACCIDENT DISABILITY INCOME RIDER

Louisiana residents:

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be

considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

4) Under the Common Exclusions section, the following changes are made:

- a) The exclusion related to voluntary ingestion is replaced with the following:
voluntary ingestion of any narcotic, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- b) The exclusion related to operating a vehicle while under the influence of alcohol, or drugs is replaced with the following:
 - operating any type of vehicle while under the influence of alcohol, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.

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

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

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

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

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

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

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

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

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

Maryland residents:

- 1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:
 2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- 2) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:
 - for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

Massachusetts residents:

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

Additional Continuation of Insurance Provisions

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

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

As used in this provision:

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

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

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

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

Minnesota residents:

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

- a) The exclusion related to intentionally self-inflicted Injury is replaced by the following:
 - intentionally self-inflicted Injury; and
- b) The exclusion related to operating a vehicle while under the influence of alcohol, or drugs is replaced with the following:

- operating any type of vehicle while under the influence of alcohol, or any drug, or narcotic unless administered on the advice of a Physician and taken in accordance with the prescribed dosage, or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;

Mississippi residents:

- 1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:
 2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or domestic partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- 2) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:
 - for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
- 3) Under the *Administrative Provisions* section, The Changes in Premium Rates provision was changed from 31 days to 75 days for advance written notice.

New Hampshire residents:

- 1) A minimum benefit of \$50 for Hospitalization Benefits up to 31 days will be available.
- 2) A minimum benefit of \$1,000 for Loss of Finger or Loss of Toe will be available under the Accidental Death and Dismemberment Rider even if a Benefit Reduction applies.
- 3) Under the *Description of Coverages and Benefits* section, the Benefit Limitations for the Hospital Stay and Intensive Care Unit Stay Benefits are revised to allow for 180 days for the readmission for the same or related Covered Accident.
- 4) Under the *Enhancement Benefit Rider*, the following changes are made:
 - a) No benefit available for Skin Graft
 - b) Blood, Plasma, Platelets includes Non-Blood Substitutes
- 5) Under the *General Definitions* section, the following changes are made:
 - a) In the "Covered Accident" definition "external" is removed.
 - b) The Dependent Child definition is replaced with the following:

An Employee's child who meets the following requirements:
 1. A child by blood or by law who is under age 26;
 2. A child who is 26 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

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

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

- c) The Emergency Room Treatment definition is replaced with the following:

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:

1. serious jeopardy to the covered Employee's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

- d) The definition of Hospital is revised to exclude the requirement that a hospital be licensed.

- e) The definition of Hospital Stay is revised to require 180 days in order to be considered a separate hospital stay for the same covered accident/loss.

- f) Totally Disabled is revised as follows:

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform the normal activities of a person of like age and sex and who is under the regular care of a Physician who certifies that such a person is Totally Disabled.

- 6) The *Takeover Provision* section is replaced is revised as follows:

- a) The last sentence of Section A 2 has been revised to state Credit will be given for partial completion under the Prior Plan of Elimination Periods
- b) Section A 2 has been revised to include the following:

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

- c) Section B and C do not apply

- 7) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

- 8) Under the Common Exclusions section, the following changes are made:

a) The felony exclusion is revised as follows:

- commission of a felony;

b) The following exclusions are removed:

- bungee jumping; parachuting; skydiving; parasailing; hang gliding;
- crop dusting, spraying or seeding, giving and receiving flying instruction, firefighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
- being used for the purpose of parachuting or skydiving;

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

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

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

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

Time of Payment of Claims

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

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

d) The Recovery of Overpayment provision is replaced with the following:

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods after We identify the reasons for the overpayment.

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

Our right to recover is only from amounts that would be payable directly to the Covered Person, and only if the discovery of the overpayment and request for recovery occurs within one year after the overpayment.

If We reduce any amounts payable under this Policy, the Covered Person has the right to appeal the claim adjudication and the amount. If the overpayment is in dispute, the reduction of subsequent claims will be suspended until the dispute is resolved.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person’s estate.

10) Under the *Administrative Provisions* section, the Payment of Premium provision for the Covered Person does not apply.

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

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

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

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

This Policy or Participation Under This Policy

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

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

A Covered Person's Insurance

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

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

- c) Under the Policy Termination provision, reference to "31 days" is replaced with "45 days".
- d) The following Important Notice provision is added to the very back page:

Important Notice

The Policyholder may contact the Insurance Company, using the address or toll-free telephone number given below, with questions or problems with respect to this Policy:

Cigna Health and Life Insurance Company
900 Cottage Grove Road
Bloomfield, Connecticut 06002
Telephone: 1-800-754-3207

- 12) The *Domestic Partner Coverage Amendment* is modified to include Domestic Partners who are 16 years of age.

North Carolina residents:

- 1) Under *Schedule of Benefits* section, the following is added to the Eligibility Waiting Period:

With respect to Employee's hired on or after the 90th day before the Policy Effective Date, the length of the eligibility Waiting Period will not exceed 90 days.

- 2) Under the *General Definitions* Section, the following changes are made:

- a) The following definition of Complications of Pregnancy was added:

Are defined as (1) conditions when the pregnancy is not terminated, whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, included but not limited to acute nephritis, nephrosis, cardiac decomposition, missed abortion and similar medical and surgical conditions of comparable severity, and (2) non-elective Cesarean section, termination of ectopic pregnancy and spontaneous termination of pregnancy occurring during a period of gestation in which a viable birth is not possible. Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, and hyperemesis gravidarum. Nor does it include pre-eclampsia and similar conditions associated with the management of a difficult pregnancy unless such condition constitutes a nosologically distinct complication.

- b) The second paragraph of the Dependent Child definition is replaced with the following:

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

1. natural child;
2. adopted child beginning from the moment of placement in the home. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union;
3. stepchild;
4. child for whom the Employee is the court-appointed legal guardian;
5. a child of the Employee's Domestic Partner/Partner to a Civil Union provided the child is financially dependent upon the Employee.

- c) The following is added to the definition of Hospital:

Hospital shall include a State tax-supported institution that is licensed pursuant to applicable law.

- 3) Under the Common Exclusions section, the war exclusion is replaced with the following:

- declared or undeclared war or act of war, however, this Exclusion does not apply to acts of terrorism;

- 4) Under the *Claim Provisions* section, the first two sentence of the Proof of Loss provision is replaced with the following:

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 180 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 180 days after the termination of each period for which We are liable.

- 5) Under the *Administrative Provisions* section, the first paragraph of the Changes in Premium Rates provision is replaced with the following:

The premium rates may be changed by the Insurance Company from time to time with at least 45 days advance written notice. No change in rates will be made until 12 months after the Effective Date. An increase in rates will not be made more often than once in a 6 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed, if any of the following events take place with 45 days advance written notice:

- 6) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provision:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

- 7) Under the *Administrative Provisions* section, the following is added to the Reinstatement of Insurance provision:

If a Covered Person's coverage terminates due to the Covered Person's failure to pay premiums under this Policy, the Covered Person may reinstate coverage if the Covered Person applies for reinstatement within 60 days after the date of coverage termination, provided each of the following conditions are met:

1. the Covered Person submits a written request for reinstatement and an application for coverage;
2. the Covered Person pays any past due premiums, and is issued a conditional receipt for the premium tendered;
3. the Covered Person is eligible for coverage under this Policy.

On the date We approve the Covered Person's request for reinstatement or, lacking such approval, upon the 45th day following the date of such conditional receipt unless We have previously notified the Covered Person in writing of Our disapproval of such application, reinstated coverage will become effective.

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

- a) the Incontestability provision is revised so that fraud cannot be a reason to contest the coverage after 2 years.
- b) Under the Policy Termination provision, the first three sentence are replace with the following:

We may terminate insurance on or after the first anniversary of the Policy Effective Date with 45 days written notice. The Policyholder may terminate insurance on any Premium Due Date. Written or authorized electronic notice by certified mail must be given at least 45 days prior to such Premium Due Date.

9) The following Rider form(s) is/are not available: **SICKNESS BENEFITS RIDER**

North Dakota residents:

- 1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:
 2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or domestic partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- 2) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provisions:
 - for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
- 3) Under the *Takeover Provision* section, the following changes are made:
 - a) Item A1 second sentence is amended to read:

If benefits are not payable under the Prior Plan during the period that coverage is continued, solely because the Prior Plan terminated, benefits payable under this Policy will be the amount of coverage in effect under the Prior Plan on the date it terminated reduced by any benefits payable by the Prior Policy.
 - b) Item A2 is removed.
 - c) Item C, second paragraph is amended to read:

Benefits will be determined based on the amount of coverage in effect under the Prior Plan on the date it terminated reduced by any benefits payable by the Prior Policy. If benefits are payable under the Prior Plan for a Covered Injury or Covered Loss, no benefits are payable under this Policy.
- 4) The following Rider form(s) is/are not available: **SICKNESS BENEFITS RIDER**

Oregon residents:

- 1) **MUST PROVIDE DOMESTIC PARTNER COVERAGE FOR OREGON RESIDENTS**

- 2) Under the *Schedule of Benefits* section, Tier 1 benefits are not available. Tier 2 benefits will always be paid.
- 3) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provisions:
- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
- 4) The following Rider form(s) is/are not available: **SICKNESS BENEFITS RIDER**

When the Wellness Treatment, Health Screening Test and Preventive Care Benefit Rider is included under your plan, the Preventive Care Benefits are not available.

South Carolina residents:

- 1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- 2) Under the Common Exclusions section, the following changes are made:
- a) The following exclusions do not apply:
 - voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
 - operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.
 - b) The following exclusion is added:
 - Any loss resulting from being Intoxicated or under the influence of a narcotic unless taken on the advice of a Physician. "Intoxicated", for purposes of this exclusion, means intoxicated as defined by the law of the state in which the Covered Loss occurred.
- 3) Under the *Claim Provisions* section, the following changes are made:
- a) The Claimant Cooperation Provision does not apply.
 - b) The Physical Examination and Autopsy provision is replaced with the following:

We, at Our own expense, may examine the Covered Person for whom claim is made as often as reasonably necessary while a claim is pending and in the case of death of the Covered Person, We at Our own expense, also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

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

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

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

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

- 5) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provisions:

- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
- the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
- the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

South Dakota residents:

- 1) Under the *Description of Coverages and Benefits* section, the following changes are made:

- a) In the Care and Emergency Benefits the word "Initial" is removed in the title
- b) In the Emergency Care Treatment benefit the definition of Immediate Family Member is deleted.
- c) In the Emergency Care Treatment benefit the Exclusions are removed.
- d) Under the Hospital Admission benefit in the Benefit Conditions #3 the word "first" is removed from Hospital Admission.
- e) Under the Hospital Stay Benefit, Benefit Conditions (#4) is revise as follows:

Must be admitted on an Inpatient basis

- f) Under the *Intensive Care Unit Stay Unit Benefit* the Benefit Conditions are revised as follows:

Benefit Conditions #4:

Must be admitted on an Inpatient basis.

Benefit Limitations #3

The word Initial was removed from Intensive Care Unit benefit

The definition of ICU is revised by removing the following sentence.

The Covered Person must be admitted to a Hospital for at least 23 hours

- 2) Under the Common Exclusions section, the following changes are made:
- a) The following exclusions do not apply:
 - voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
 - operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.
 - b) The following exclusion is amended, to not exclude treatment rendered by a family member:
 - services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
- 3) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provisions:
- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
- 4) Under the *Administrative Provisions* section, The Changes in Premium Rates provision was changed from 31 days to 45 days for advance written notice.

Texas residents:

- 1) Portability is replaced with the Continuation of Loss of Eligibility and the Portability Provision does not apply. The following Continuation of Loss of Eligibility benefit periods have been added to the *Schedule of Benefits* section.
- | | |
|---------------------|------------------------|
| Loss of Eligibility | Maximum Benefit Period |
| Employee | to age 100 |
| Spouse | to age 100 |
| Dependent Children | to age 26 |
- 2) Under the *Description of Coverages and Benefits Treatment* section, the Emergency Care Benefit exclusion is replaced with the following:
- Exclusions** Benefits will not be payable for treatment provided by an Immediate Family Member; this exclusion does not apply to a licensed dentist.
- 3) Under the *General Definitions* section, the following changes are made:
- a) The definition of Active Service is replaced with the following:

An Employee will be considered in Active Service with His Employer on any day that is either:

 1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a Full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or

2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.

A Covered Person is not considered in Active Service if He is:

1. Inpatient in a Hospital, or receiving Hospice Care during confinement in a rehabilitation or convalescence center and/or custodial care facility;
2. confined at home under the care of a Physician for Illness or Injury;
3. For the Employee's Spouse:
 - a. Totally Disabled;
 - b. receiving disability benefits from any source due to His Illness or Injury; or
 - c. unable to perform any of the activities of daily living (i.e. mobility, transferring, feeding, dressing, toileting,) without human supervision or assistance.

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

An Employee's child who meets the following requirements:

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

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

1. natural child;
2. adopted child, beginning with the date of the filing of the petition for adoption, including where an Employee is a party to a suit in which an Employee seeks to adopt the child. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union, including where the Spouse or Domestic Partner/Partner to a Civil Union is a party to a suit in which He seeks to adopt the child;
3. stepchild;
4. a child for whom the Employee is the court-appointed legal guardian or for whom the Employee must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a Texas court.
If an Employee, who is the legal guardian of a foster child, is not a step-parent, grandparent, aunt or uncle, then the child must have resided with the Employee for at least six consecutive months and intend to reside with the Employee for an indefinite period of time.
5. grandchild who is the dependent of the Employee for federal income tax purposes at the time application for coverage of the grandchild is made. Coverage for such grandchild may not be terminated solely because the grandchild is no longer a dependent of the Employee for federal income tax purposes.

- c) The definition of Emergency Room Treatment is replaced with the following:

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

- d) The definition of Nurse is replaced with the following:

A licensed graduate registered Nurse (R.N.), a licensed practical Nurse (L.P.N.), or a licensed vocational Nurse (L.V.N.).

- e) The definition of Physician is replaced with the following:

A licensed health care provider practicing within the scope of His license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality.

- f) The definition of Rehabilitation Facility is removed.

- g) The definition of Sickness is removed.

h) The definition of Totally Disabled or Total Disability is replaced with the following:

Means either:

1. inability of the Covered Person who is currently employed to do any type of work for which He is or may become qualified by reason of education, training or experience; or
2. confined as an Inpatient in a Hospital.

4) Under the *Eligibility* section, following provision is added:

Newborn Child(ren)

Coverage for a newly born child shall be provided without notice for no less than 31 days after the date of birth.

5) The *Termination of Insurance* section is replaced with the following:

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

1. the date this Policy or insurance for a Covered Class is terminated;
2. the date the Employee is no longer in Active Service;
3. the last day of the last period for which premium is paid, subject to the Grace Period;
4. with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee, unless the Spouse elects to continue insurance, including insurance on any Dependent Child. See the *Continuation of Insurance Provisions* section;
5. the date that the plan of benefits under which the Covered Person is covered is terminated;
6. for a Spouse, the date the Spouse reaches age 100;
7. for a Dependent Child, the date the Dependent Child reaches age 26, incapable or self-sustaining employment by reason of mental or physical handicap.

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

Extension of Benefits

If the Policy terminates while a Covered Person is Totally Disabled as the result of a Covered Accident, We will continue to pay benefits for that Covered Person until the earliest of:

1. 90 days after the Policy terminates; or
2. the date the Covered Person is no longer Totally Disabled.

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

Continuation for Loss of Eligibility

If an Employee's coverage ends due to Loss of Eligibility from a qualifying event as defined in this section, coverage will continue up to the Maximum Benefit Period as shown in the *Schedule of Benefits*. The qualifying event means loss of employment (other than by reason of gross misconduct), including a reduction in hours that results in ineligibility for employer sponsored coverage. Insurance may be continued for the Employee and any dependents.

If a Covered Spouse or Dependent Child's coverage ends due to Loss of Eligibility from a qualifying event as defined in this section, coverage will continue up to the Maximum Benefit Period as shown in the *Schedule of Benefits*. The qualifying event means:

1. Divorce, dissolution, or legal separation of the Covered Employee from the Employee's Spouse or civil union partner;
2. a Dependent Child ceasing to qualify as a Dependent Child under the generally applicable requirements of the Policy; or
3. the Employee's death.

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

a) Under the Notice of Claim provision, the first sentence is replaced with the following:

Written or authorized electronic/telephonic notice of claim must be given to Us within 20 days after a Covered Loss occurs or begins or as soon as is reasonably possible.

- b) Under the Claim Forms provision, the first sentence is replaced with the following:

When We receive notice of a claim, We will send claim forms to the claimant or to the Policyholder for delivery to the claimant, with written instructions for filing proof of loss.

- c) The Claimant Cooperation Provision is replaced with the following:

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

- d) Under the Time of Payment of Claims provision, the first sentence is replaced with the following:

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment not more than 60 days after receipt of due written or authorized electronic proof of such loss.

- e) The Payment of Claims provision is replaced with the following:

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

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

- f) The following provisions are added:

Payment to Texas Health and Human Services Commission

Upon Our receipt of written notice at Our Home Office, benefits payable on behalf of a Dependent Child must be paid to the Texas Health and Human Services Commission if:

1. the Employee is required to pay child support by a court order or court-approved agreement and:
 - a. is a possessory conservator of the child under a court order issued in this state; or
 - b. is not entitled to possession of or access to the child;
2. the Texas Health and Human Services Commission is paying benefits on behalf of the child under Chapter 31 or 32, Human Resources Code; and
3. the written notice specifies that the benefits must be paid directly to the Texas Health and Human Services Commission.

Payment to Conservator of Dependent Child

Upon Our receipt of written notice at Our Home Office, benefits payable on behalf of a Dependent Child will be paid to a person who, by court order issued in this state or another state, is appointed as the possessory or managing conservator of such Dependent Child. The conservator must submit to Us:

1. a proper claim form;
2. written notice that the person is a possessory or managing conservator of the Dependent Child on whose behalf the claim is made; and
3. a certified copy of the court order designating the person as possessory or managing conservator of the Dependent Child or other evidence designated by rule of the State Department of Insurance that the person is eligible for the benefits.

- 8) Under the *Administrative Provisions* section, the following changes are made:

- a) The Change in Premium Rates Provision is modified by revising the first paragraph:

The premium rates may be changed by the Insurance Company from time to time with at least 60 days advance written notice. No change in rates will be made until 12 months after the Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed, if any of the following events take place:

- 9) Under the *General Provisions* section following changes are made:

- a) The Assignment provisions is replaced with the following:

We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's Certificate remains in force.

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

This Policy or Participation Under This Policy

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

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

A Covered Person's Insurance

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

After the insurance has been in force before the contest for two years during the individual's lifetime, no such statement will cause the insurance to be contested except for fraud or lack of eligibility for insurance.

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

- c) The Policy Termination provision is replaced with the following:

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

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

- 10) The following Rider form(s) is/are not available: **SICKNESS BENEFITS RIDER**

Utah residents:

- 1) Portability is always included. The Maximum Port Age does not apply.
- 2) Throughout the contract wherever there is reference to Physician, it also includes healthcare provider acting within the scope of their license.

- 3) Under the *Schedule of Benefits* the following changes are made:
- a) The Hospital Stay benefit is always included with a minimum benefit of \$100 for up to 365 days, subject to the following benefit conditions and exclusions:

Benefit Conditions

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician or health care provider acting within the scope of their license;
2. begin within 90 days of the Covered Accident, or as soon as reasonably possible;
3. begin while the Covered Person's insurance is in effect;
4. The Covered Person must be admitted for at least 23 hours or on an Inpatient basis.

The benefit will be paid for each day of a continuous Hospital Stay. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.

Benefit Limitations

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

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

- 4) Under the *Description of Coverages and Benefits* section the following changes are made:
- a) The timeframe in the Benefit Conditions specific to when treatment or diagnosis must occur following the accident is modified to add "as soon as reasonably possible" after the accident for care or treatment except in the following benefits:
- Physician's Office Visit
 - Diagnostic Exam Benefit
 - Follow Up Physical Therapy Benefit
- b) The Hospital Stay and Intensive Care Unit Stay benefits are revised to include one period of confinement **to the hospital for the same or different covered accident occurs within 90 days or three times the maximum number of days.**
- c) Under the Dislocation benefit, the definition of Dislocation is revised to remove the term completely.
- 5) Under the General Definitions section the following changes are made:
- a) Active Service is revised as follows:
- An Employee will be considered in Active Service with his Employer on any day that is either:
1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or
 2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.

A Covered Person, other than an Employee, is not considered in Active Service if he is

1. receiving Hospice care.
- b) The definition of Covered Accident is revised as follows:
- An accidental bodily injury that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:
1. occurs while the Covered Person is insured under this Policy;
 2. is not contributed to by disease, Sickness, mental or bodily infirmity;

3. is not otherwise excluded under the terms of this Policy.

c) The Dependent Child definition is revised as follows:

An Employee's child who meets the following requirements:

1. A child from the moment of birth to 26 years old. Coverage extends to the end of the month in which the child turns 26 years old or in which the dependent ceases to be a Dependent Child;
2. A child who is 26 or more years old, primarily dependent on the Employee for support and maintenance and incapable of self-sustaining employment by reason of mental or physical impairment.

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

- natural child;
- adopted child, beginning from the moment of birth, if placement for adoption occurs within 30 days of the child's birth, or beginning from the date of placement, if placement for adoption occurs more than 30 days after the child's birth. "Placement for adoption" means the assumption and retention by a person of a legal obligation or total or partial support of a child in anticipation of the adoption of the child. It also means the legally adopted child of the Employee's Spouse or domestic partner/Partner to a Civil Union;
- child for whom the Employee is required by a court or administrative order to provide health insurance coverage for a child regardless of whether it is the custodial or non-custodial parent;
- stepchild;
- child for whom the Employee is the court-appointed legal guardian;
- a child of the Employee's Domestic Partner/Partner to a Civil Union;

d) The Emergency Room definition is revised as follows:

Emergency medical services and care given in a Hospital as an out or inpatient, for an onset of a medical condition of sufficient severity, including severe pain, such that a prudent person would reasonably expect that failure to render immediate care could result in deterioration to the point of placing a Covered Person's life in jeopardy, cause serious impairment to bodily functions, or cause serious dysfunction of any bodily organ or part.

e) The Hospital definition is revised as follows:

A facility that is licensed and operating within the scope of such license:

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

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

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

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

f) The Hospital Stay definition is revised to state separate Hospital Stays due to the same Covered Accident/Loss will be treated as one Hospital Stay unless separated by at least 90, or 3 times the maximum number of days payable up to 180 days.

g) The definitions of Pathologist, Rehabilitation Facility and Waiting Period are removed.

h) The following definition of Licensed Practical Nurse is added:

A person who is registered and licensed to practice as a practical nurse.

i) The definition of Nurse is revised as follows:

A licensed graduate Registered Nurse (R.N.), a Licensed Practical Nurse (L.P.N.), or a licensed vocational Nurse (L.V.N.) who is not:

1. employed or retained by the Policyholder; or
2. a parent, sibling, spouse or child of the Covered Person.

j) The definition of Physician is revised as follows:

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person and who is not:

1. employed or retained by the Policyholder; or
2. a parent, sibling, spouse or child of the Covered Person.

k) The following definition of Registered Nurse is added:

A person who is registered and licensed to practice as a registered nurse.

l) The definition of Sickness is revised as follows:

A disease, physical or mental illness including pregnancy or any other physical condition.

m) The definition of Spouse is revised as follows:

The Employee's lawful spouse who is at least Age 18 but not yet Age 100 on the coverage effective date and who is a United States citizen or has a permanent Alien Registration Card. Except for purposes of determining initial eligibility, the term includes a spouse who is widowed, divorced, legally separated from, or annulled from an Employee.

6) The *Termination of Insurance* section is revised as follows:

a) The following does not apply:

- for a Spouse, the date the Spouse reaches age 100;
- with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee unless the Employee elects to continue coverage, including coverage on any Dependent Child;

b) The following has been revised as shown:

Dependent Child, the first day of the month following the date the Dependent Child reaches age 26 or otherwise ceases to meet the definition of a Dependent Child.

7) The *Portability* section is revised as follows:

Whose Insurance is Portable

A covered Employee who applies and agrees to pay required premiums within 60 days of the loss of eligibility of coverage may remain covered under this Policy while it remains in force for the Portable Period shown in the *Schedule of Benefits*.

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

A covered Spouse who applies and agrees to pay required premiums, within 60 days of the loss of eligibility of coverage, may remain covered under a Certificate issued to Him while this Policy remains in force for the Portable Period shown in the *Schedule of Benefits*.

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

A covered Dependent Child who:

1. has been covered under the Employee's or Spouse's Certificate that remains in force; and
2. applies and agrees to pay required premiums within 60 days of the loss of eligibility of coverage, may remain covered under a Certificate issued to Him while this Policy remains in force for the Portable Period shown in the *Schedule of Benefits*.

A Policyholder must provide an Employee who is (a) current on His premium payment for ported insurance, or (b) eligible to elect portable insurance during the Grace Period, the opportunity to make changes to their ported coverage benefits, subject to the options made available by the Policyholder, if such opportunity is available to regular Employees during an Annual Enrollment Period.

Ported Insurance Premium

The premium for portable insurance may not exceed 102% of the group rate in effect for a group member, including a Policyholder's contribution, if any, for a group insurance policy. We may not charge an Employee an additional fee, an additional premium, interest, or any similar charge for electing portable insurance.

Amount of Portable Insurance

The amount of portable insurance is shown in the *Schedule of Benefits*.

Effective Date of Ported Insurance

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

Termination of Ported Insurance

Insurance will end on the earliest of the following dates:

1. the day after the end of the last period for which premiums are paid;
2. the end of the Portable Period;
3. the date the Employee's ported coverage terminates;
for a Dependent Child, the first day of the month following the date the Dependent Child reaches age 26 or otherwise ceases to meet the definition of a Dependent Child 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child.

8) Under the *Common Exclusions* section the following changes are made:

a) The following exclusions are removed:

- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.
- bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
- the Covered Person operating a motorized vehicle while under the influence of alcohol or drugs as defined according to the laws of the jurisdiction in which the Accident occurred.

b) The following exclusions are modified as shown below:

- the Covered Person's voluntary commission or attempt to commit a felony or an illegal activity;
- Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food (this exclusion does not apply to the Sickness Benefits Rider and; or the Sickness Disability Income Rider);

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

- a) The Proof of Loss provision is revised as follows:

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

- b) The Time of Payment of Claims is revised as follows:

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us. Failure to pay a claim in accordance with the time periods stated in this provision will require the payment of interest at a rate not to exceed 10% per annum on all benefits due and unpaid.

- c) The Payment of Claims provision is revised as follows:

All benefits will be paid in United States currency. All benefits payable under the Policy are payable to the Covered Person, if living, except if the Covered Person is a Dependent Child, then the benefits will be payable to the Employee. If the Covered Person dies while any of these benefits remain unpaid, benefits payable under the Policy will be paid to the Covered Person's Spouse, if living, or otherwise to the executors or administrators of the Covered Person's estate. Benefits for loss of life will be payable to the Covered Person's beneficiary named under this Policy, if any in accordance with the Beneficiary provision and this *Claim Provisions* section.

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

- d) The Recovery of Overpayment the first sentence is revised as follows:

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods, due to fraud, or within 12 months of the overpayment for any other reason.

- e) The following Grievance Procedure is added:

When a claim is denied, the claimant will receive a written statement containing the exact reason(s) for the claim denial.

If the claimant wishes to contest Our decision, He must contact the Appeals Department and inform Us, orally or in writing, that He wishes to contest Our decision. If the decision is upheld, the claimant has the right to a second level appeal review. The Appeals Department contact information is:

Cigna Supplemental Health Solutions
PO Box 22000
Chattanooga, TN 37421-9702
Cigna-Supplemental-benefit-appeals@cigna.com
Fax: 866-304-4326

Appeal determination will be made in writing no later than 30 calendar days after Our receipt of the written or oral request unless We need more time to obtain additional information to make a determination. If more time is needed to obtain the additional information, We may extend Our response time an additional 30 days. However, this response time may be suspended while We are waiting for additional information requested from the claimant

as permitted under Our grievance procedures. We will keep the claimant regularly advised of the status of Our response to the complaint.

Throughout this procedure and at any time during this procedure the claimant may, by written request, appoint another person to act as His agent or representative.

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

a) The Change in Premium Rates provision is revised so that the first two sentences read as follows:

No change in rates will be made until 12 months after the Effective Date. The premium rates may be changed by the Insurance Company with at least 45 days advance written notice.

b) The Change in Premium Rates provision is modified to remove the following event that gives the company the right to change rates even during a rate guarantee period:

“Other changes occur in the nature of the risk that would affect our original risk assessment”.

c) A refund of Unearned Premium provision is added:

Refund of Unearned Premium

If the Policyholder cancels this Policy for any reason, We shall refund the pro rata portion of the Unused Collected Premium to the beginning of the next monthly billing cycle. “Unused Collected Premium” as used herein means that portion of any premium collected which is not used, on a pro rata basis to the beginning of the next monthly billing cycle at the time of cancellation, by Us to insure against loss as there is no risk of loss from Covered Persons, or that portion of any collected premium which would have not been collected had the premium been paid monthly.

d) The Grace Period provision is revised as follows:

Policy

A Policy Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force. If the premium is not paid before the grace period ends, the coverage provided by this policy will terminate as of the last day of the grace period.

Covered Person

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A Covered Person’s insurance under this Policy will remain in force during the Grace Period. If the premium is not paid before the grace period ends, the coverage provided by this policy will terminate as of the last day of the grace period.

e) The following is added to the Reinstatement of Insurance provision when premium is collected directly from the insured:

If any renewal premium is not paid within the time granted, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept the premium, without also requiring an application for reinstatement, shall reinstate the Employee’s insurance. However, if We or Our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the insurance will be reinstated upon approval of this application from Us or, lacking this approval, upon the 45th day following the date of the conditional receipt, unless We have previously notified the Employee in writing of Our disapproval of the application. The reinstated insurance will cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement and loss due to sickness as may begin more than 10 days after that date. In all other respects, the Employee and We have the same rights under the reinstated insurance as the Employee and We had under the insurance immediately before the due date of the defaulted premium, subject to any provisions endorsed on or attached to this insurance in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period

more than 60 days prior to the date of reinstatement.

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

- a) The Incontestability provision is revised as follows:

This Policy or Participation Under This Policy

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

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

A Covered Person's Insurance

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

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

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

- b) The Policy Termination provision is revised as follows:

We may terminate insurance on or after the first anniversary of the Policy Effective Date. We or the Policyholder may terminate insurance on any renewal date. Written notice by certified mail or authorized electronic notice must be given at least 90 days prior to such renewal date. Failure by the Policyholder to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance as of the last day of the Grace Period. The Policyholder must provide certificate holders a 30-day prior notice of Policy termination and rights to continue coverage.

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

- c) A nonrenewal provision is added:

Nonrenewal

Notice of nonrenewal may not be less than 90 days prior to nonrenewal.

12) Under the *Accidental Death and Dismemberment* Rider:

- a) Loss of Life is replaced with Accidental Death

13) Under the *Enhanced Accident Benefits* Rider

- a) The rider is retitled to Enhanced Benefits Rider

- b) The Benefit Conditions allow up to 365 days for treatment or care for all benefits except Coma.

14) Under the *Sickness Benefits* Rider:

- a) The Pre-existing Condition Limitation is revised as follows:

Benefits will not be payable during the first 12 months for a Sickness caused or contributed to by, or resulting from, a Pre-existing Condition.

- b) The definition of Pre-Existing Condition is revised as follows:

Pre-existing Condition means a sickness or physical condition for which any Covered Person as treated, had medical testing, received medical advice, or had taken medication within 6 months before the Certificate effective date and which is not excluded by name or specific description in this Policy or the Certificate.

15) Under the Accident Disability Income Rider:

- a) The 1st sentence of the Termination of Benefits provision is revised as follows:

Weekly disability benefits will begin when the Disabled Employee satisfies the Elimination Period shown in the *Schedule of Benefits* meets the definition of Disability/Disabled and will end on the earliest of the date he:

Vermont residents:

- 1) To the extent the Policy provides insurance coverage to a spouse, the identical consideration must be applied to same sex marriages and civil unions. The language is as follows:

- a) Civil Union Partner means:

- i. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.

- b) Spouse means:

- i. "Lawful spouse" and includes a lawful spouse of the same sex.
ii. This also includes a partner to a civil union recognized under Vermont Law.

- 2) A minimum benefit of \$50 for Emergency Care Treatment and Ambulance will be available.

- 3) A minimum benefit of \$25 for Physician Office Visit and Diagnostic Exam will be available.

- 4) A minimum benefit of \$50 for Hospitalization Benefits up to 30 days will be available.

- 5) Throughout the contract wherever "and independent of all other causes" appears it does not apply.

Portability is replaced with the Continuation of Loss of Eligibility and the Portability Provision does not apply. The following Continuation of Loss of Eligibility benefit periods have been added to the *Schedule of Benefits* section.

Loss of Eligibility

Maximum Benefit Period

Employee	to age 100
Spouse	to age 100
Dependent Children	to age 26

- 6) Under the *Schedule of Benefits* section, the following changes are made:

- a) The Fracture benefit is revised to require diagnosis and treatment by a physician within 365 days of a Covered Accident.

- b) The Dislocation benefit is revised to require diagnosis and treatment by a physician within 365 days of a Covered Accident.

- 7) Under the *Description of Coverages and Benefits* section, the following changes are made:

- a) Except for the Ambulance Benefit, Benefit Conditions time periods is revised to within 365 days of the covered accident throughout.

b) Under the Medical Supply Benefit and Appliance Benefit, the following definition has been added:

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

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

a) The definition of Covered Accident is revised as follows:

An event that results directly in a Covered Injury or Covered Loss and meets all of the following conditions

1. occurs while the Covered Person is insured under this Policy;
2. is not the result of sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

b) The definition of Covered Loss is revised as follows:

A loss that is:

1. the result directly from a Covered Accident; and
2. one of the Covered Losses specified in the *Schedule of Benefits*.
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

c) The definition of Hospital includes the following:

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

The term Hospital shall include a military or veteran's hospital contracted for, or operated by, a national government or its agency where: (a) the services are rendered on an emergency basis; or (b) in the absence of insurance, a legal liability exists to pay the charges for the services given; or (c) the services are rendered for Outpatient Surgical Benefits as referenced in the *Schedule of Benefits*.

d) The definition of Totally Disabled or Total Disability has been modified so that the second bullet reads as follows:

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

9) Under the Common Exclusions section, the following changes are made:

a) the exclusions are replaced with the following:

- the Covered Person's suicide, attempted suicide or intentionally self-inflicted Injury;
- service in the armed forces or units auxiliary thereto. Upon Our receipt of proof of service, We will refund any premium paid for this time on a pro rata basis. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;

b) the following exclusions do not apply:

- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.

- bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
- being used for the purpose of parachuting or skydiving;
- in addition, benefits will not be paid for services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
 - c. living in the Covered Person's household;
 - d. a parent, sibling, spouse or child of the Covered Person;
- sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.

10) Under the *Termination of Insurance/Continuation of Insurance Provisions*, the following changes are made:

a) Add the following to the Termination of Insurance provision:

For Continuation for Loss of Eligibility, the coverage on a Covered Person will end of the earliest date below:

1. the first of the month following the end of the Maximum Benefit Period stated in the *Schedule of Benefits* for Loss of Eligibility;
2. the last day of the last period for which premium is paid;
3. the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
4. for a Spouse and Dependent Child, the date the coverage for the Employee terminates.

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

If an Employee is no longer in Active Service, coverage may be continued. The following provisions explain the continuation options available under this Policy. Please see the *Schedule of Benefits*, to determine the applicability of these benefits on a class level. Premiums are required for this coverage and are to be remitted in accordance with the *Payment of Premium* provision.

Continuation for Loss of Eligibility

If an Employee's coverage ends due to Loss of Eligibility from a qualifying event as defined in this section, coverage will continue up to the Maximum Benefit Period as shown in the *Schedule of Benefits*. The qualifying event means:

1. loss of employment, including a reduction in hours that results in ineligibility for employer-sponsored coverage;
2. divorce, dissolution, or legal separation of the covered employee from the employee's spouse or civil union partner;
3. a dependent child ceasing to qualify as a dependent child under the generally applicable requirements of the policy; or
4. death of the covered employee or member.

The Provisions of this section will not apply if:

1. the deceased person or Employee was not insured under the group policy on the date of the qualifying event;
2. the person is covered by Medicare;
3. the person is covered by any other group insured or uninsured arrangement which provides dental coverage or hospital and medical coverage for individuals in a group and under which the person was not covered immediately prior to such qualifying event, and no preexisting condition exclusion applies.

- 11) Under the *Claim Provision* section, the Physical Examination and Autopsy provision is replaced with the following:

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death unless the law or the Covered Person's religion forbids it.

- 12) Under the Accident Disability Rider, under the Termination of Benefits provision, Disability Income Benefits will begin when the Disabled Employee and Disabled Spouse satisfies the definition of Disability/Disabled.

- 13) The following Rider form(s) is/are not available: **SICKNESS BENEFITS RIDER**

Washington residents:

- 1) The following has been added to the first paragraph on the first page:

Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Certificate.

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

Domestic Partner means any of the following:

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

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

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

- 3) A minimum benefit of \$50 for Emergency Care Treatment and Ground Ambulance will be available.

- 4) A minimum benefit of \$25 for Physician Office Visit and Diagnostic Exam will be available.

- 5) Under the *Schedule of Benefits* section, the following changes are made:

- a) The Fracture benefit is revised to require diagnosis and treatment by a physician within 365 days of a Covered Accident.
- b) The Dislocation benefit is revised to require diagnosis and treatment by a physician within 365 days of a Covered Accident.
- c) The Intensive Care Unit (ICU) Admission Benefit is not available. ICU admissions will be paid at the Hospital Admission Benefit level.
- d) The Sports Accident Benefit is not available.

6) Under the *Description of Coverages and Benefits* section, the following changes are made:

- a) Benefit Conditions time periods is revised to within 365 days of the covered accident throughout.

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

- a. The definition of Active Service is revised as follows:

An Employee will be considered in Active Service with His Employer on any day that is either:

1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a Full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.

A Covered Person is not considered in Active Service if he is:

1. Inpatient in a Hospital, receiving hospice or confined in a rehabilitation or convalescence center or custodial care facility;
2. confined at home under the care of a Physician for Sickness or Injury; or

- b) The definition of Covered Accident is revised as follows:

A sudden, unforeseeable event that results directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

- c) The definition of Dependent Child is revised as follows:

An Employee's child who meets the following requirements:

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

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

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

8) Under the Common Exclusions section the following exclusions do not apply:

- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant

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

- 9) Portability coverage will terminate if the Policy/Subscribers participation under the Policy terminates.
- 10) Under the *Portability Provisions* section, the following are removed from the Termination of Ported Insurance provisions:
- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.
- 11) Under the *General Provisions* section, the following changes are made:
- a) The Misstatement of Fact provision is removed.
 - b) The following Misstatement of Age or Sex provision is added.
- Misstatement of Age or Sex**
If the Covered Person's age or sex has been misstated, We will adjust all premiums and benefits to the amounts that would have been purchased for the correct age or sex.
- 12) Under the *Wellness Treatment, Health Screening Test and Preventive Care Benefit Rider*:
- a) The rider is retitled to Health Screening Test and Preventive Care Benefit Rider and all listed Wellness Treatment services are available only under Health Screening Test.
 - b) The Non-Duplication of Benefits provision is removed.
 - c) The Maximum Benefit waiting period is removed.
- 13) Under the *Accidental Death and Dismemberment Rider* the Loss of Life Accidental Death Benefit, Benefit Limitation #2 is revised as follows:
- If the Automobile Accidental Death Benefit or the Common Carrier Accidental Death Benefit is paid or payable, then no benefit will be payable under the Loss of Life Accidental Death Benefit for the same loss.
- 14) The following Rider form(s) is/are not available: **SICKNESS BENEFIT RIDER**

Wisconsin residents:

- 1) Under the *General Definitions* section, item 2 of the second paragraph of the Dependent Child definition includes adopted child as follows:
- 2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or domestic partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
- 2) Under the *Administrative Provisions* section, the Change in Premium Rates provision is revised to show that We may change premium rates with at least 60 days advance written notice.

- 3) Under the *General Provisions* section, the Policy Termination provision is revised to reflect that 60 days advanced written notice must be given.
- 4) Under the *Portability Provisions* section, the following are removed for the Termination of Ported Insurance provisions:
- for a Dependent Child, the date the Dependent Child reaches age 26 unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap or ceases to qualify as a Dependent Child;
 - the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;
 - the date the Covered Person is considered to reside outside the United States. The Covered Person will be considered to reside outside the United States when the Covered Person has been outside the United States for a total period of 4 months during any 4 consecutive months.

Alabama, Alaska, Arkansas, Arizona, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Virginia, Virgin Islands and Wisconsin Residents:

If the Sickness Rider is included and the Pre-Existing Condition Limitation Period applies, the Pre-Existing Condition Limitation Period can't exceed 6 months/12 months.

CIGNA HEALTH AND LIFE INSURANCE COMPANY



Geneva Campbell Brown
Corporate Secretary



Bryan Holgerson
President, U.S. Employer

GAI-00-3000.00 CHC

RQ1 24

SUPPLEMENTAL INFORMATION
for
Planet Fitness Employee Benefit Plan ("Plan")
required by the Employee Retirement
Income Security Act of 1974

As a Plan participant in Pla-Fit Franchise, LLC's Plan, you are entitled to certain information, rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

The benefits described in your Certificate are provided under a group insurance Policy issued by the Insurance Company. The Policy is incorporated into the Plan. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

IMPORTANT INFORMATION ABOUT THE PLAN

- The Plan is established and maintained by Pla-Fit Franchise, LLC, the Plan Sponsor.
- The Employer Identification Number (EIN) is 59-3764075.
- The Plan Number is 501.
- The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, AI112512("Policy"), issued by CIGNA HEALTH AND LIFE INSURANCE COMPANY ("Insurance Company").
- The Plan Administrator is: Pla-Fit Franchise, LLC
4 Liberty Ln W
Hampton, NH 03842
603-750-0001
- The Plan Administrator has authority to control and manage the operation and administration of the Plan.
- The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)
- The agent for service of legal process is the Plan Administrator.
- The Plan of benefits is financed by the Employees.
- The date of the end of the Plan Year is December 31.

YOUR RIGHTS AS SET FORTH BY 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, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

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

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

Assistance with Your Questions

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

WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM

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

Claims for Disability Benefits (applies to all claims filed on or after April 1, 2018)

A disability "claim" is any claim which requires a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, short/long term disability, waiver of premium, etc.). A disability claim is "filed" as of the date the Insurance Company first receives, in writing (including electronically) or by telephone (through the Insurance Company's intake department), notice that a claimant is seeking disability benefits under the Policy. The notice of claim received should provide the date of disability/loss, the claimant's name and address, and the group Policy

holder's name and address. Properly filed claims will be decided with independence and impartiality.

The Insurance Company has 45 days from the date it receives a claim for disability benefits to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if necessary due to matters beyond its control. The review period may be extended for up to two additional 30 day periods. If this should happen, the Insurance Company must provide its extension notice in writing before expiration of the current decision period, explaining the circumstances requiring extension and the date a decision is expected. If the extension is made because additional information must be furnished, the claimant has 45 days within which to provide the requested information and the time for the Insurance Company's decision shall be tolled (stopped) from the date on which the notification of the extension was sent until the date the Insurance Company receives the claimant's response or upon the date the requested information is required to be furnished expires, whichever is sooner.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company will notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice which will include the following information:

1. The specific reason(s) for the decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A description of any additional information required to perfect the claim, and the reason this information is necessary;
4. A description of the review procedures and the time limits applicable to those procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA after the claimant appeals and after the claimant receives an adverse decision on appeal;
5. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Insurance Company of the health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the claimant's adverse benefit decision, without regard to whether the advice was relied upon in making the benefit decision; and (iii) a disability decision regarding the claimant presented by the claimant to the Insurance Company made by the Social Security Administration;
6. Either the specific internal rules, guidelines, protocols, standards or other similar plan criteria the Insurance Company relied upon in making the decision, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar plan criteria do not exist;
7. If the adverse decision is based upon medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
8. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and
9. A notice provided in a culturally and linguistically appropriate manner, to the extent required by ERISA.

Appeal of Denied Disability Claims (applies to all claims filed on or after April 1, 2018)

Whenever a claim decision is fully or partially adverse, unless ERISA provides otherwise, the claimant must appeal once to the Insurance Company. As part of the claimant's appeal, the claimant may receive, upon request, free of charge, copies of all documents, records, and other information relevant to the claim for benefits, and the claimant may submit to the Insurance Company, written comments, documents, records, and other information relating to the claim. The review will take into account all comments, documents, records and other information the claimant submits related to the claim, without regard to whether such information was submitted or considered in the initial claim decision. Once an appeal request has been received by the Insurance Company, a full and fair review of the claim appeal will take place.

A written request for appeal must be received by the Insurance Company within 180 days from the date the claimant

received the adverse decision. If an appeal request is not received within that time, the right to appeal will have been waived. The Insurance Company has 45 days from the date it receives a request for appeal to provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim and can extend the time for decision, once, by an additional 45 days. If this should happen, the Insurance Company must provide the extension notice, in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected. If the extension is made because additional information must be furnished, the claimant has 45 days within which to provide the requested information and the time for the Insurance Company's decision shall be tolled (stopped) from the date on which the notification of the extension was sent until the date the Insurance Company receives the claimant's response or upon the date the requested information is required to be furnished expires, whichever is sooner.

The review will give no deference to the original claim decision. The review will not be made by the person who made the initial claim decision, or a subordinate of that person. When deciding an appeal based in whole or in part upon medical judgment, the Insurance Company will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment. Any medical or vocational experts consulted by the Insurance Company for the review will be identified and will not be the expert who was consulted during the initial claim decision or a subordinate of that expert.

During the appeal, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician's name and location. If additional information is required, the Insurance Company will notify the claimant, in writing, stating what information is needed and why it is needed.

Before the Insurance Company issues an adverse benefit decision on appeal, if the Insurance Company considered, relied upon, or generated any new or additional evidence in connection with the claim, and/or if the Insurance Company intends to rely on any new or additional rationale in connection with that review, then such evidence and/or rationale will be provided to the claimant, free of charge, as soon as possible and sufficiently in advance of the date that the decision on appeal is required to be made, giving the claimant a reasonable opportunity to respond.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision on appeal is adverse, in whole or in part, the Insurance Company will provide written or electronic notice that includes:

1. The specific reason(s) for the decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
4. A statement describing any voluntary appeal procedures offered, and the claimant's right to obtain the information about those procedures;
5. A statement of claimant's right to bring a civil action under section 502(a) of ERISA, including a description of any applicable contractual limitations period that applies to the claimant's right to bring such an action, and the calendar date on which the contractual limitations period expires for the claim;
6. A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Insurance Company of the health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Insurance Company in connection with the adverse decision, without regard to whether the advice was relied upon in making the adverse decision; and (iii) a disability decision regarding the claimant presented by the claimant to the Insurance Company made by the Social Security Administration;
7. Either the specific internal rules, guidelines, protocols, standards or other similar plan criteria the Insurance Company relied upon in making the decision, or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar plan criteria do not exist;
8. If the adverse decision is based upon medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the decision, applying the terms of the Policy to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
9. A notice provided in a culturally and linguistically appropriate manner, to the extent required by ERISA.

Claims for Non-Disability Benefits (applies to all claims filed on or after April 1, 2018)

A non-disability “claim” is any claim which does not require a determination of disability by the Insurance Company regardless of the type of policy under which it arises (for example, a death claim, an accident claim, etc.). A non-disability claim is “filed” as of the date the Insurance Company first receives, in writing or by telephone (through the Insurance Company’s intake department), notice that a claimant is seeking benefits under the Policy. The notice of claim should include the group Policy holder’s name, the Policy and Certificate number and the claimant’s name and address.

The Insurance Company has 90 days from the date the claim is filed to determine whether or not benefits are payable in accordance with the terms of the Policy. The Insurance Company may require more time to review the claim if special circumstances exist. The review period may be extended for up to one additional 90 day period. If this should happen, the Insurance Company will provide the extension notice in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected.

During the review period, the Insurance Company may require a medical examination of the claimant, at its own expense, or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify the claimant of the date and time of the examination and the physician’s name and location. If additional information is required, the Insurance Company must notify the claimant, in writing, stating what information is needed and why it is needed.

If the claim is approved, the Insurance Company will pay the appropriate benefit. If the claim decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice which will include the following information:

1. The specific reason(s) for the claim decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A description of any additional information required to perfect the claim, and the reason this information is necessary; and
4. A description of the review procedures and the time limits applicable to those procedures, including a statement of the claimant’s right to bring a civil action under section 502(a) of ERISA after the claimant appeals and after the claimant receives an adverse decision on appeal.

Appeal of Denied Non-Disability Claims (applies to all claims filed on or after April 1, 2018)

Whenever a claim decision is fully or partially adverse, the claimant must appeal once to the Insurance Company. As part of the claimant’s appeal, the claimant may receive, upon request, free of charge, copies of all documents, records, and other information relevant to the claim for benefits, and the claimant may submit to the Insurance Company, written comments, documents, records, and other information relating to the claim. The review will take into account all comments, documents, records and other information the claimant submits related to the claim, without regard to whether such information was submitted or considered in the initial claim decision. Once an appeal request has been received by the Insurance Company, a full and fair review of the claim appeal will take place.

A written request for appeal must be received by the Insurance Company within 60 days from the date the claimant received the adverse decision. If an appeal request is not received within that time, the right to appeal will have been waived. The Insurance Company has 60 days from the date it receives a request for appeal to provide its decision. Under special circumstances, the Insurance Company may require more time to review the claim and extend the time for decision, once, by an additional 60 days. If this should happen, the Insurance Company will provide the extension notice, in writing, before expiration of the initial decision period, indicating the special circumstances and the date a decision is expected.

If the appeal decision is adverse, in whole or in part, the Insurance Company will provide written or electronic notice that includes:

1. The specific reason(s) for the claim decision;
2. Specific reference to the Policy provision(s) on which the decision was based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
4. A statement describing any voluntary appeal procedures offered, and the claimant's right to obtain the information about those procedures, and
5. A statement of the claimant's right to bring a civil action under section 502(a) of ERISA.

ER-03-2

UNDERWRITTEN BY:
CIGNA HEALTH AND LIFE INSURANCE COMPANY
a Cigna company

Class 1

10/2024

