

**Group Accident Indemnity  
Insurance Certificate**

Clyde & Co. US, LLP

## IMPORTANT NOTICES

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 Policy may, at any time within 30 days after its receipt by the Policyholder, 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 Policy 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**

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**GROUP ACCIDENT INDEMNITY CERTIFICATE**

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

The insurance evidenced by this Certificate provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical, or major medical insurance as defined by the New York State Department of Financial Services.

**This is ACCIDENT insurance only. This is a supplement to health insurance and is NOT a substitute for major medical or other comprehensive health insurance coverage. The Policy only pays benefits related to a Covered Accident.**

**IMPORTANT NOTICE – THIS CERTIFICATE DOES NOT PROVIDE  
COVERAGE FOR SICKNESS.**

We, the Cigna Health and Life Insurance Company, have issued a Group Policy, AI111708 to Clyde & Co. US, LLP.

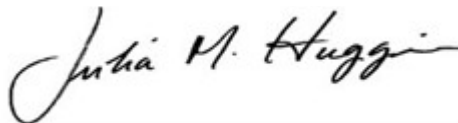
We certify that We insure all eligible persons who are enrolled according to the terms of the Group Policy. Your coverage will begin according to the terms set forth in the Effective Date Provisions section.

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.



Geneva Campbell Brown  
Corporate Secretary



Julia M. Huggins  
Senior Vice President of US Markets  
President CHLIC

**This Certificate includes an exclusion of coverage for extra-hazardous activities. See the Common Exclusions provision for additional information.**

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

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

Series 1.0

GAI-00-CE1000.00

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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 24 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, or Civil Union Partner and Dependent Children who are United States citizens or permanent resident aliens or Spouse, Domestic Partner, or Civil Union Partner or Dependent Child Inpats and who are legally residing in the United States who are enrolled in the High Deductible Healthcare Plan.

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

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## SCHEDULE OF BENEFITS FOR CLASS 1

**Policyholder:** Clyde & Co. US, LLP

**Effective Date:** January 01, 2024

**Minimum Participation Requirements:**  
100%

**Eligibility Waiting Period:**  
No waiting period.

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

### **BENEFIT AMOUNTS PAYABLE**

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

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

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

## ACCIDENT INDEMNITY BENEFITS

### **EMPLOYEE BENEFITS**

#### **PLAN 1**

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

<u>Benefit Type</u>	<u>Benefit Amount</u>
<b>Emergency Care Treatment</b>	
Benefit Amount	\$100
<b>Physician Office Visit (<i>Includes urgent care</i>)</b>	
Benefit Amount	\$100
<b>Diagnostic Exam</b>	
Benefit Amount	\$50
<b>Ground Ambulance</b>	
Benefit Amount	\$400
<b>Water Ambulance</b>	
Benefit Amount	\$400
<b>Air Ambulance</b>	
Benefit Amount	\$1,600

#### **HOSPITALIZATION BENEFITS**

<u>Benefit Type</u>	
<b>Hospital Admission</b>	
Benefit Amount	\$1,000
<b>Hospital Stay</b>	
Benefit Amount	\$165 per day
Maximum Benefit Period	Up to 365 days
<b>Intensive Care Unit Stay</b>	
Benefit Amount	\$400 per day
Maximum Benefit Period	Up to 365 days



## FRACTURES BENEFIT

### Benefit Type

#### Fractures:

	Non-Surgical/Closed	Surgical/Open
	<u>Benefit Amount</u>	<u>Benefit Amount</u>
<b>Skull</b> Pays for non-depressed or depressed skull fractures but not bones of face	\$1,250	\$2,500
<b>Hip or Thigh</b>	\$1,250	\$2,500
<b>Vertebrae or Pelvis</b> Pays for vertebrae, body of vertebrae, or pelvis fracture Will not pay for Coccyx, leg, or vertebral processes fractures	\$1,250	\$2,500
<b>Upper Arm</b> Pays for arm fractures located between elbow and shoulder Will not pay for Shoulder, Lower Arm, or Elbow fractures	\$1,000	\$2,000
<b>Shoulder or Collarbone</b> Pays for shoulder or collarbone fractures only Will not pay for Upper Arm fractures	\$1,000	\$2,000
<b>Leg</b> Will not pay for Thigh, knee, or ankle fractures	\$1,000	\$2,000
<b>Ankle</b> Will not pay for leg, foot, or heel fractures	\$800	\$1,600
<b>Kneecap</b> Will not pay for leg fractures	\$800	\$1,600
<b>Lower Arm</b> Pays for arm fractures located to the elbow and below the elbow Will not pay for Upper Arm or Bones of Wrist fractures	\$800	\$1,600
<b>Foot</b> Will not pay for toe, ankle, or heel fractures	\$800	\$1,600
<b>Hand or Wrist</b> Will not pay for lower Arm or finger fractures	\$800	\$1,600
<b>Upper Jaw</b> Will not pay for lower jaw, teeth, or bones of face fractures	\$600	\$1,200
<b>Lower Jaw</b>	\$600	\$1,200

Will not pay for Upper Jaw, Teeth, or Bones of face fractures

<b>Bones of Face or Nose</b>	\$600	\$1,200
Will not pay for Upper Jaw, Lower Jaw, or Teeth fractures		

<b>Vertebral Processes</b>	\$600	\$1,200
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<b>Rib</b>	\$200	\$400
More than 1 rib fracture pays 2 times the Benefit Amount		

<b>Coccyx</b>	\$200	\$400
We will not pay for Vertebrae or Pelvis fractures		

<b>Finger</b>	\$100	\$200
More than 1 finger pays 2 times the Benefit Amount.		
We will not pay for fractures to Hand or Wrist.		

<b>Toe</b>	\$100	\$200
More than 1 toe fracture pays 2 times the Benefit Amount shown on schedule. We will not pay for Foot, Heel or Ankle fractures.		

<b>Sternum</b>	\$100	\$200
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<b>Heel</b>	\$100	\$200
We will not pay for Foot, Toe, or Ankle fractures		

<b>Chip Fracture</b>	25% of Closed fracture benefit	Not Applicable
We will not pay in addition to Closed fracture benefit		

<b>Multiple Fractures</b>	200% of the single fracture benefit for multiple fractures to the same bone	Not Applicable
We will not pay multiple fracture benefit in addition to single fracture benefits		

## DISLOCATIONS BENEFITS

### Benefit Type

#### **Dislocations:**

	<b>Non-Surgical/Closed</b>	<b>Surgical/Open</b>
	<u>Benefit Amount</u>	<u>Benefit Amount</u>
<b>Hip Joint</b>	\$1,250	\$2,500
<b>Knee Joint</b>	\$1,250	\$2,500
<b>Bones of Foot</b>	\$1,250	\$2,500
<b>Ankle</b>	\$1,000	\$2,000
We will not pay for Bones of Foot or Toes		
<b>Wrist</b>	\$800	\$1,600
<b>Elbow</b>	\$600	\$1,200
<b>Shoulder</b>	\$400	\$800
<b>Hand</b>	\$400	\$800
<b>Collarbone</b>	\$400	\$800
<b>Lower Jaw</b>	\$400	\$800
<b>Finger or Toe</b>	\$100	\$200
More than 1 finger or toe pays 2 times the benefit		

## FOLLOW UP CARE

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

#### **ADDITIONAL ACCIDENT BENEFITS**

<u>Benefit Type</u>	<u>Benefit Amount</u>
<b>Small Burns (3rd degree pays 5x multiple)</b>	\$300
<b>Large Burns (3rd degree pays 10x multiple)</b>	\$1,000
<b>Skin-Graft Benefit</b>	50% of the applicable Benefit amount for Small Burns or Large Burns
<b>Small Lacerations</b>	\$100
<b>Large Lacerations</b>	\$600
<b>Concussion</b>	\$150

#### **ADDITIONAL CARE AND EMERGENCY BENEFITS**

<u>Benefit Type</u>	<u>Benefit Amount</u>
<b>General Anesthesia Benefit</b>	\$100
<b>Medicine Benefit</b>	\$10
<b>Medical Supply Benefit</b>	\$10
<b>Abdominal or Thoracic Surgery</b>	\$1,250
<b>Tendon, Ligament, Rotator Cuff, or Knee Surgery - Repair</b>	\$400
<b>Tendon, Ligament, Rotator Cuff, or Knee Surgery - Exploratory</b>	\$150
<b>Ruptured Disc Surgery - repair</b>	\$750
<b>Eye Injury Surgery</b>	\$400
<b>Eye Injury - Removal of Foreign Object</b>	\$200
<b>Emergency Dental - Extraction</b>	\$150
<b>Emergency Dental - Broken Tooth</b>	\$75
<b>Diagnostic Advanced Exam</b>	\$150
<b>Appliance</b>	\$150
<b>Prosthesis</b>	\$1,000
<b>Blood, plasma, platelets</b>	\$200
<b>Transportation</b>	\$400
<b>Family Lodging</b>	\$150 per day

## **OPTIONAL BENEFITS**

### **Continuation Options**

Applicable Coverage(s)	Accident Indemnity Benefits and Optional Benefits for Employee, His Spouse and Dependent Child
For Family Medical Leave Maximum Benefit Period	up to 12 weeks for family medical leave and up to 26 weeks for military family leave
For Leave of Absence Maximum Benefit Period	up to 6 months
For Temporary Layoff Maximum Benefit Period	up to the end of the month in which the layoff begins
Disability for Employees Maximum Benefit Period	up to 31 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 Coverage(s) that may be ported	100% 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 Policyholder

## **PREMIUM DUE DATES**

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

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

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## **DESCRIPTION OF COVERAGES AND BENEFITS**

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

### **INITIAL CARE AND EMERGENCY CARE 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 Conditions*

1. This benefit is payable once per Covered Accident, per Covered Person.
2. Treatment must occur within 90 days of accident for benefit to be payable.

##### **Definition**

For purposes of this benefit:

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

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

##### **Exclusions**

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

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

#### **PHYSICIAN OFFICE VISIT**

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

##### *Benefit Conditions*

Must be diagnosed by a Physician within 90 days of a Covered Accident and treated by a Licensed Healthcare Professional within 120 days of a Covered Accident.

##### *Benefit Limitations*

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

##### **Exclusions:**

The 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 Licensed Healthcare Professional that results directly and independently of all other causes from a Covered Accident. This benefit will be payable in addition to Emergency Care Treatment and/or Physician Office Visit benefits.

### *Benefit Conditions*

Examination must occur within 90 days of the Covered Accident.

### *Benefit Limitations*

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

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

## AMBULANCE BENEFIT

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

### *Benefit Conditions*

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

### *Benefit Limitations*

1. 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.

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

## HOSPITAL BENEFITS

### HOSPITAL ADMISSION

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

### *Benefit Conditions*

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

### *Benefit Limitation*

This benefit will not be payable if:

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

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



## HOSPITAL STAY BENEFIT

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

### *Benefit Conditions*

The Hospital Stay must meet all of the following:

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

The benefit will be paid for each day of a continuous Hospital Stay. If 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 Intensive Care Unit Stay Benefit, only 1 benefit will be paid for the same Covered Accident, which 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 Hospital Stay. However, if the Covered Person is out of the Hospital for at least 90 days and then returns for the same or a related Covered Accident, We will count that as a different Hospital Stay.

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

## INTENSIVE CARE UNIT STAY BENEFIT

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

### *Benefit Conditions*

The ICU Stay must meet all of the following:

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

The benefit will be paid for each day of a continuous ICU Stay. If 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, which is the greater amount.
3. If the Covered Person leaves the ICU and then returns within 90 days for the same or a related Covered Accident, We will still count that as one Stay. However, if the Covered Person is out of the ICU for at least 90 days and then returns for the same or a related Covered Accident, we will count that as a different Stay in an ICU.

**Definition** For purposes of this benefit:

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

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

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

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

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

## **FRACTURES BENEFIT**

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

### *Benefit Condition*

Must be diagnosed by a Licensed Healthcare Professional within 90 days of a Covered Accident and treated within 120 days of a Covered Accident.

### *Benefit Limitations*

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

**Definition** For purposes of this benefit:

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

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

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

## DISLOCATIONS BENEFIT

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

### *Benefit Condition*

Must be diagnosed by a Licensed Healthcare Professional within 90 days of a Covered Accident and treated within 120 days of a Covered Accident.

### *Benefit Limitations*

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

**Definition** For purposes of this benefit:

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

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

## FOLLOW-UP CARE

### FOLLOW UP PHYSICIAN OFFICE VISIT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires a Follow-up Physician Office Visit due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident and is examined or treated by a Physician or Licensed Healthcare 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 Conditions*

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

### *Benefit Limitations*

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

**Definitions** 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.

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

## **FOLLOW UP PHYSICAL THERAPY BENEFIT**

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

### *Benefit Conditions*

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

### *Benefit Limitations*

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

**Definitions** For purposes of this benefit:

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

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

## **ADDITIONAL ACCIDENT BENEFITS**

### **Small Burns Covering 20% or Less Benefit (3<sup>rd</sup> degree pays 5x multiples)**

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

### *Benefit Conditions*

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

### *Benefit Limitations*

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

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

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

### *Benefit Conditions*

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

### *Benefit Limitations*

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

**Skin Graft Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Small Lacerations Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Large Lacerations Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Concussion Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

This benefit is payable 1 time per Covered Accident.

## ADDITIONAL CARE AND EMERGENCY CARE BENEFITS

### **General Anesthesia Benefit**

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

#### *Benefit Conditions*

1. General anesthesia must be administered by a Licensed Healthcare Professional.
2. The surgery must be performed by a Physician within 90 days from the date of the Covered Accident.

#### *Benefit Limitations*

This benefit is only payable 1 time per covered Accident.

### **Medicine Benefit**

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

#### *Benefit Conditions*

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

#### *Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

### **Medical Supply Benefit**

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

#### *Benefit Conditions*

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

#### *Benefit Limitations*

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

### **Abdominal or Thoracic Surgery Benefit**

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

#### *Benefit Conditions*

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

#### *Benefit Limitations*

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

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

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

#### *Benefit Conditions*

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

#### *Benefit Limitations*

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

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

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Ruptured Disc Surgery – Repair Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Eye Injury Surgery Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

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

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Emergency Dental – Extraction Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Emergency Dental - Broken Tooth Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Diagnostic Advanced Exam Benefit**

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

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

*Benefit Conditions*

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

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Appliance Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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



**Prosthesis Benefit**

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

*Benefit Conditions*

1. The Prosthesis must be prescribed by a Licensed Healthcare Professional.
2. Prosthesis must be prescribed within 90 days from the date of the Covered Accident.

*Benefit Limitations*

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

**Blood, Plasma, Platelets Benefit**

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

*Benefit Conditions*

Transfusion must occur within 90 days of Covered Accident.

*Benefit Limitations*

This benefit is only payable 1 time per Covered Accident.

**Transportation Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

**Family Lodging Benefit**

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

*Benefit Conditions*

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

*Benefit Limitations*

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

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## **GENERAL DEFINITIONS**

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

<b>Active Service</b>	<p>An Employee will be considered in Active Service with His Employer on any day that is either:</p> <ol style="list-style-type: none"><li>1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a Full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or</li><li>2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.</li></ol> <p>A Covered Person is not considered in Active Service if he is:</p> <ol style="list-style-type: none"><li>1. Inpatient in a Hospital, receiving hospice or confined in a rehabilitation or convalescence center or custodial care facility;</li><li>2. confined at home under the care of a Physician for Sickness or Injury;</li></ol>
<b>Age</b>	<p>A Covered Person's Age, for purposes of initial premium calculations, is His Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is His Age attained on the last Policy anniversary.</p>
<b>Aircraft</b>	<p>A vehicle which:</p> <ol style="list-style-type: none"><li>1. has a valid certificate of airworthiness; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Certificate</b>	<p><i>The Certificate</i>, including the Certificate Schedule, amendments, riders and supplements, if any, is a written statement prepared by us to set forth a summary of:</p> <ol style="list-style-type: none"><li>1. benefits to which the covered person is entitled;</li><li>2. to whom the benefits are payable; and</li><li>3. limitations or requirements that may apply.</li></ol>
<b>Complications of Pregnancy</b>	<p>Means:</p> <ol style="list-style-type: none"><li>1. Conditions requiring hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and</li><li>2. Nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.</li></ol>
<b>Covered Accident</b>	<p>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:</p> <ol style="list-style-type: none"><li>1. occurs while the Covered Person is insured under this Policy;</li><li>2. is not contributed to by disease, Sickness, mental or bodily infirmity;</li><li>3. is not otherwise excluded under the terms of this Policy.</li></ol>
<b>Covered Injury</b>	<p>Any bodily harm that results, directly and independently of all other causes, from a Covered Accident.</p>

<b>Covered Loss</b>	<p>A loss that is:</p> <ol style="list-style-type: none"> <li>1. the result, directly and independently of all other causes, from a Covered Accident; and</li> <li>2. one of the Covered Losses specified in the <i>Schedule of Benefits</i>.</li> <li>3. suffered by the Covered Person within the applicable time period specified in the <i>Schedule of Benefits</i>.</li> </ol>
<b>Covered Person</b>	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.
<b>Dependent Child</b>	<p>An Employee's child who meets the following requirements:</p> <ol style="list-style-type: none"> <li>1. A child from live birth to 26 years old.</li> <li>2. A child who is 26 or more years of age if incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation, as defined in the mental hygiene law, or physical handicap and who became so incapable prior to attainment of the age at which Dependent coverage would otherwise terminate. Such child must be chiefly dependent upon the Employee for support and maintenance. The Employee must within 31 days of such Dependent's attainment of the termination age submit proof of such Dependent's incapacity as described herein.</li> </ol> <p>A child, for purposes of this provision means a child who is:</p> <ol style="list-style-type: none"> <li>1. a natural child;</li> <li>2. an adopted child, beginning with any waiting period prior to finalization of the child's adoption, if earlier. Newly born infants adopted by the Employee shall be covered from the moment of birth if the Employee takes physical custody of the infant upon such infant's release from the Hospital and files a petition pursuant to section 115-c of the domestic relations law within 30 days of birth, unless consent to the adoption has been revoked;</li> <li>3. a stepchild;</li> <li>4. a child of the Employee's Domestic Partner/Partner to a Civil Union.</li> </ol>
<b>Durable Medical Equipment</b>	Items which are designed for and able to withstand repeated use by more than one person; customarily serve a medical purpose; generally are not useful in the absence of Injury or Sickness; are appropriate for use in the home; and are not disposable. Such equipment includes, but is not limited to, crutches, hospital beds, respirators, wheel chairs, and dialysis machines.
<b>Emergency Room Treatment</b>	Emergency medical services and care given in a Hospital as an out or inpatient, for a medical condition condition that manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a behavioral condition placing the health of such person or others in serious jeopardy, or (ii) serious impairment to such person's bodily functions; (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person; or a condition described in §1867(e)(1)(A)(i), (ii) or (iii) of the Social Security Act.
<b>Employee</b>	For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.
<b>Employer</b>	The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

<b>Full-time</b>	Full-time means the number of hours set by the Policyholder as a regular work week for Employees in the Employee's eligibility class.
<b>He, His, Him, Himself</b>	Refers to any individual, male or female.
<b>Hospital</b>	Means a short-term, acute, general hospital, which: (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; (2) has organized departments of medicine and major surgery; (3) has a requirement that every patient must be under the care of a Physician or dentist; (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x[k]); (6) is duly licensed by the agency responsible for licensing such hospitals; is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.
<b>Hospital Stay</b>	A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident/Loss. Separate Hospital Stays due to the same Covered Accident/Loss will be treated as one Hospital Stay unless separated by at least 90 days.
<b>Initial Open Enrollment Period</b>	The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy.
<b>Injury</b>	Any accidental loss or bodily harm.
<b>Inpatient</b>	A Covered Person who is confined for at least one full day's Hospital room and board.
<b>Licensed Healthcare Professional</b>	The term Licensed Health Professional means an individual other than a Physician who is licensed or otherwise authorized under the applicable state law to deliver medical services and supplies. Licensed Health Professionals include, but are not limited to, psychologists, physical therapists, registered nurses, licensed practical nurses and physician's assistants. Other Licensed Health Professionals do not include providers such as Certified Operating Room Technicians or Certified Surgical Assistants/Technicians.
<b>Nurse</b>	A licensed graduate registered Nurse (R.N.), a licensed practical Nurse (L.P.N.), or a licensed vocational Nurse (L.V.N.).
<b>Outpatient</b>	A Covered Person who receives medical tests, treatment, or services from a Hospital, Ambulatory Surgical Center, medical clinic, or Physician's office and is not charged for room and board.
<b>Paralysis</b>	The complete and permanent loss of the use of two or more limbs.
<b>Pathologist</b>	A Physician who is licensed to practice pathological anatomy by the American Board of Pathology. Pathologist also means an osteopathic pathologist who is certified by the Osteopathic Board of Pathology.
<b>Physical Therapist</b>	A practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.
<b>Physician</b>	A licensed health care provider practicing within the scope of His license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality.

<b>Prior Plan</b>	The plan of insurance, providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.
<b>Prosthetic Device</b>	An artificial device which is prescribed by a Physician.
<b>Rehabilitation Facility</b>	<p>A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:</p> <ol style="list-style-type: none"> <li>1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;</li> <li>2. is duly licensed by the appropriate government agency to provide such services; and</li> <li>3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.</li> </ol> <p>A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.</p>
<b>Sickness</b>	A physical or mental illness including pregnancy. Complications of Pregnancy that were the result of a Covered Accident are always Covered.
<b>Spouse</b>	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 legally separated from an Employee.
<b>Temporary Layoff</b>	A temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as a termination of employment.
<b>We, Us, Our, Insurance Company</b>	Cigna Health and Life Insurance Company.
<b>You, Your</b>	The person to whom the certificate is issued

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## **ELIGIBILITY**

### **Employee**

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

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, 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.

### **Continuity of Coverage**

Subject to the *Deferred Effective Date Provisions* an Employee and His eligible Spouse or Dependent Child insured under the Prior Plan will be covered without further enrollment under this Policy for the amount(s) in force under the Prior Plan on the day before the Policy Effective Date, not to exceed the Maximum Benefit Amount under this Policy. For purposes of determining premium rates, a Covered Person's age will be his or her Age as defined under this Policy.

## **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*)**

#### **Basic Benefit**

Insurance for an eligible Employee who applies within 31 days after the date He becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, becomes effective on the later of:

1. the effective date of this Policy;
2. the date the Employee becomes eligible;
3. the first of the month following the date We or the Employer receive the Employee's completed enrollment form during His lifetime.

Insurance for an Employee's eligible Spouse if the Employee applies within 31 days after the date the Spouse becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, 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 insurance 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 Spouse coverage.

Insurance for an Employee's eligible Dependent Child if the Employee applies within 31 days after the date the Dependent Child becomes eligible and, subject to the *Deferred Effective Date Provisions* section below, 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 insurance 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.

### **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 first of the month following 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.

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

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

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

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

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

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

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

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

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

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

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

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

## **TAKEOVER PROVISION**

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

- A. This section A applies to Employees who are not in Active Service on the day prior to the date the Employee would have first become eligible to be insured under this Policy due to a reason for which the Prior Plan and this Policy both provide for continuation of coverage. If the required premium is paid when due, We will insure an Employee and the Employee's dependents, to which this section applies during and for the balance of the period for which coverage would be continued under the Prior Plan that occurs after the effective date of this Policy. This coverage will be provided until the earlier of the date: (a) the Employee, returns to Active Service, or (b) continuation of coverage under the Prior Plan would end but for termination of that plan. The Policy will provide this coverage as follows:
1. If benefits are payable under the Prior Plan during the period that coverage is continued, then no benefits are payable under this Plan.
  2. If benefits are not payable under the Prior Plan during the period that coverage is continued, solely because the Prior Plan terminated, benefits payable under this Policy will be the lesser of: (a) the benefits that would have been payable under the Prior Plan; or (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods limitations.

## **TERMINATION OF INSURANCE**

With at least 31 days' prior notice, 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 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 date the Spouse reaches age 100;
8. for a Dependent Child, the date the Dependent Child reaches age 26, unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap;

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

## **CONTINUATION OF INSURANCE PROVISIONS**

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

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

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

If an Employee's Active Service ends due to 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.

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 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.

### **Continuation for Disability for Employees age 60 and Over**

If an Employee Age 60 and over becomes Disabled, as defined below, the benefits shown in the *Schedule of Benefits* will be continued, provided premiums are paid, until the earlier of the following dates:

1. The date the Employee is no longer Disabled.
2. The date following the Maximum Benefit Period shown in the *Schedule of Benefits*.
3. The date coinciding with the end of the last period for which premiums are paid.
4. The date the Policy is terminated by the Insurance Company.

If an Employee incurs a Covered Loss for which a Benefit is payable under the Policy while Disabled and benefits are continued under this provision, the Insurance Company will pay the benefits shown in the *Schedule of Benefits* equal to the amount in effect on the date the Employee became Disabled. Automatic increases in benefits as outlined in the Policy will end while benefits are continued under this provision. However, the benefit will be subject to the provisions of the Policy that reduce the benefit amount because of Age, retirement, payment of any other benefits or a change in class.

"Disability"/"Disabled" means because of Injury or Sickness the Employee is unable to perform the material duties of His Regular Occupation, as defined below, or is receiving disability benefits under the Employer's plan.

"Regular Occupation" means the occupation the Employee routinely performs at the time the Disability begins. The Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy.

## **PORTABILITY PROVISIONS**

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

### **Whose Insurance is Portable**

A covered Employee who:

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

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

### **Amount of Portable Insurance**

The amount of portable insurance is shown in the *Schedule of Benefits* and will be subject to the provisions of the Policy that reduce the coverage amount because of age, retirement, or a change in class. Any additional coverages and benefits for which the Covered Person was insured are portable only if shown in the *Schedule of Benefits*.

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

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

### **Termination of Ported Insurance**

Insurance will end on the earliest of the following dates:

1. the day after the end of the last period for which premiums are paid;
2. the end of the Portable Period;
3. the date the Covered Person reaches the Maximum Age for Portability shown in the *Schedule of Benefits*;
4. the date the Employee's ported coverage terminates;
5. 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;
6. the date the Spouse or Dependent no longer meets the definition of Spouse or Dependent Child;

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## **COMMON EXCLUSIONS**

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

1. coverage for illness, accident, treatment or medical condition arising out of suicide, attempted suicide or intentionally self-inflicted injury;
2. participation in a felony, riot or insurrection;
3. coverage for illness, accident, treatment or medical condition arising out of war or act of war (whether declared or undeclared);
4. 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. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. when the loss is sustained or contracted in consequence of the insured operating any type of vehicle while while intoxicated or under the influence of alcohol or any narcotic unless administered on the advice of a physician. "Under the influence", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
6. coverage of mental or emotional disorders, alcoholism or drug addiction;
7. coverage for extra-hazardous activities. Extra-hazardous activities are defined as aviation and related activities, such as sky diving and parachuting, and participation as a professional in athletics or sports;
8. coverage for illness, accident, treatment or medical condition arising out of aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
9. coverage for sickness but not exclude coverage for (1) an infection that was the result of a Covered Accident; or (2) Complications of Pregnancy that were the result of a Covered Accident;
10. coverage for services performed by a member of the insured's immediate family; and
11. coverage for treatment provided in a government hospital; benefits provided under Medicare or other governmental programs (except Medicaid); any state or federal workers' compensation, employers' liability or occupational disease law, unless where otherwise provided in State or Federal statute.

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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 Your name, address, Policy and Certificate number.

### **Claim Forms**

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

### **Claimant Cooperation Provision**

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

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 120 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 120 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

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

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon, but no later than 60 days after, 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, 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 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 in accordance with the Beneficiary provision; or to the executors or administrators of the Employee's estate.

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.

**Payment of Claims to Foreign Employees**

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is located within a country subject to an active sanction program as designated by the Office of Foreign Assets Control and U.S. Department of the Treasury.

**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 two years after the time such written proof of loss must be furnished.

**Beneficiary**

Beneficiary designations made under a Prior Plan which were not provided by Us and which are replaced through coverage under this Policy will be so designated under this Policy upon request from the Policyholder.

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 Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

You may change the beneficiary at any time by giving written notice to the 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. Your estate or the estate of Your Spouse and/or Dependent Child of the Covered Person.

**Recovery of Overpayment**

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

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

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

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## **ADMINISTRATIVE PROVISIONS**

### **Premiums**

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

### **Payment of Premium**

#### **Covered Person**

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

### **Grace Period**

#### **Covered Person**

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

### **Reinstatement of Insurance**

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

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

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

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

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

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

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

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## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

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

### **Misstatement of Fact**

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

### **Certificates**

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

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

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

### **Multiple Certificates**

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

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

### **Assignment**

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

### **Incontestability**

#### **This Policy or Participation Under This Policy**

All statements made by the 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 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 eligibility of coverage.

#### **A Covered Person's Insurance**

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

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

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

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

**Clerical Error**

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

**Conformity with Statutes**

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

**Policy Changes**

We may agree with the 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 the Insurance Company are, and shall remain, the property of the Insurance Company.

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## **CIGNA HEALTH AND LIFE INSURANCE COMPANY**

### **AMENDATORY RIDER DOMESTIC PARTNER COVERAGE**

Policyholder: Clyde & Co. US, LLP  
Policy No.: AI111708

Effective Date: January 01, 2024

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

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

1. A person with whom the Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person meeting all of the following requirements, with respect to a/an unmarried 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's 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. Demonstrates proof of mutual economic interdependence, evidenced as follows:
    1. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
    2. The affidavit must be notarized and must contain the following:
      - a. The partners are both 18 years of age or older and are mentally competent to consent to contract;
      - b. The partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
      - c. The partners have been living together on a continuous basis prior to the date of the application;
      - d. Neither individual has been registered as a member of another domestic partner within the last six (6) months; and
    3. Proof of cohabitation (driver's license, tax return or other sufficient proof); and
    4. Proof that the partners are financially interdependent. Two (2) or more of the following are collectively sufficient to establish financial interdependence: joint bank account, joint credit card, joint charge card, joint obligation on a loan, joint ownership of vehicle, joint ownership of major items of personal property, listing of both partners on a lease of the shared residence, or other item(s) of proof sufficient to establish economic interdependency.
  - g. Is not permitted to marry the Employee under the laws of their state of residence
  - h. Is not so closely related by blood to the Employee as to prohibit legal marriage in their state of residence.
  - i. Is no less than 18 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, and Civil Union Partner except as follows:

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

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



Geneva Campbell Brown  
Corporate Secretary

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**



Julia M. Huggins  
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TY-008930.NY

**MODIFYING PROVISIONS AMENDMENT**

Policyholder: Clyde & Co. US, LLP

Policy No.: AI111708

Amendment Effective Date: January 01, 2024

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

The Policy/Certificate is amended as follows:

**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](http://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

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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](http://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/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.

- 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, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
- 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: 1.800.547.5575

- 12) The *Domestic Partner/Civil Union 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:

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

### **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 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 31 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. Termination of the Policy during a period of disability

of the Employee will not affect benefits payable under the coverage for loss of time from work because of the disability, or any specific indemnity required to be provided during a period of Hospital confinement.

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

### **SICKNESS BENEFITS RIDER**

#### **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, wheel chairs, 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.

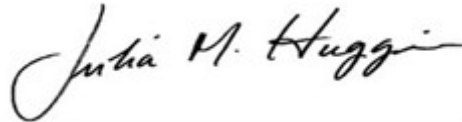
**Alabama, Alaska, Arkansas, Arizona, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, North Carolina, North Dakota, 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.



Geneva Campbell Brown  
Corporate Secretary

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**



Julia M. Huggins  
Senior Vice President of US Markets  
President CHLIC

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R8/22

**SUPPLEMENTAL INFORMATION  
for**

**Clyde & Co. US, LLP and Health Welfare Benefit Plan ("Plan")**

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

As a Plan participant in Clyde & Co. US, LLP'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 Clyde & Co. US, LLP, the Plan Sponsor.
- The Employer Identification Number (EIN) is 20-5083001.
- 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, AI111708("Policy"), issued by CIGNA HEALTH AND LIFE INSURANCE COMPANY ("Insurance Company").
- The Plan Administrator is: Clyde & Co. US, LLP  
405 Lexington Ave The Chrysler Building  
New York City, NY 10174  
816-424-8134
- 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 Employer.
- 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**

**01/2024**

