

## GROUP SUPPLEMENTAL LIFE CERTIFICATE OF COVERAGE

## FOR

## CATOOSA COUNTY BOARD OF COMMISSIONERS

POLICY NUMBER: 300922

**CERTIFICATE EFFECTIVE DATE: July 1, 2012** 

If there is a discrepancy between the provisions of the Employer's on-line or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Group Policy will prevail.

RIT-UHIC/2008

(12-13)

#### UnitedHealthcare Insurance Company

#### **185 Asylum Street**

#### Hartford, Connecticut

(Home Office)

Policyholder: SCS Group Life Insurance Trust, Trusted in the State of Rhode Island

Enrolling Group: Catoosa County Board of Commissioners

Policy Number: 300922

Effective Date of Enrolling Group: July 1, 2011

Beneficiary: As on file with the Administrator

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

#### **Read the Group Certificate Carefully**

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder, Enrolling Group, or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of UnitedHealthcare Insurance Company as of the Effective Date shown above.

Secretary

Group Life Insurance Policy Non-Participating

President

Administrative Office: 9900 Bren Road East Minnetonka, MN 55343

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#### SCHEDULE OF BENEFITS

## Class of Employees

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Enrolling Group:

All active full-time Employees residing in the United States, excluding temporary and seasonal employees

## **Description of Class:**

Employees are considered full-time if they customarily work: 30 hours per week

#### **Employee Waiting Period:**

An Employee is eligible for insurance on the first day of the month following the date he completes 30 days of continuous employment with the Policyholder.

**Cost of Insurance:** The Covered Person is required to contribute the entire cost of his Supplemental Life insurance and Supplemental Dependent Life Insurance.

#### **Covered Person Insurance:**

Supplemental Life Insurance Benefit:

The benefit amount applicable to the Covered Person is that which is elected at the time of enrollment.

\$20,000 to \$100,000 in increments of \$10,000

Supplemental Life Insurance Benefit will reduce to 65% at age 65, 50% at age 70 and terminate at retirement.

**Accelerated Death Benefit:** Up to 50% of the combined Basic Life Insurance and Supplemental Life Insurance amount in force to a maximum of \$50,000. Employee must have at least \$10,000 in Life Insurance in-force to qualify for this benefit.

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#### SCHEDULE OF BENEFITS (continued)

## **Dependent Life Insurance:**

The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.

Dependent: Includes

- 1. a legal Spouse; and
- 2. any married or unmarried Child.

The Child must be under 26 years of age and:

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

However, the term Child will include a Child over the limiting age if the Child is:

- 1. unmarried; and
- 2. physically or mentally disabled; and
- 3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

## Supplemental Life Insurance Benefit:

Spouse

\$10,000 to \$50,000 in increments of \$10,000, but cannot exceed 50% of the Employee's amount of Supplemental Life Insurance

Child (each)

- 14 days but less than 6 months \$500
- Age 6 months but less than 26 years of age 10% of the Employee's amount of Supplemental Life Insurance, but cannot exceed \$10,000

## **Evidence of Insurability Requirements**

Evidence of insurability will be required:

- 1. for any amount of Employee Supplemental Life Insurance in excess of \$50,000.
- 2. for any elected increase in the amount of Employee Supplemental Life Insurance.
- 3. for any amount of Dependent Spouse Supplemental Life Insurance in excess of \$20,000.
- 4. for any elected increase in the amount of Dependent Supplemental Life Insurance.

## **GENERAL DEFINITIONS**

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

Active Work or Actively at Work: The Covered Person reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday. The Covered Person must be working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless Disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

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

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

Employee: A person who is:

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

No director or officer of an Enrolling Group will be considered an Employee unless he meets the above conditions.

**Enrolling Group:** The participating employer of the Policyholder insured under the Policy. References to "Enrolling Group," "Enrolling Groups" and "Enrolling Group's" throughout this Certificate are references to an Enrolling Group.

**Hospital or Medical Facility:** A legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

**Injury:** A bodily Injury resulting directly from an accident and independently of all other causes.

Physician: A practitioner of the healing arts who is:

- 1. duly licensed in the state in which the Treatment is received; and
- 2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

## **GENERAL DEFINITIONS (continued)**

**Regular Care:** The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

Sickness: An illness, disease, pregnancy or complication of pregnancy.

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

We, Our and Us: UnitedHealthcare Insurance Company.

## **CERTIFICATE GENERAL PROVISIONS**

**Conformity With State or Federal Statutes:** If any provision of the Certificate conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**Discretionary Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies, however, only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA). This provision does not prevent the bringing of a legal action under the time limit for Legal Action provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him.

**Information To Be Furnished:** The Enrolling Group may be required to furnish any information needed to administer the Policy. Clerical error by the Enrolling Group will not:

- 1. affect the amount of insurance which would otherwise be in effect; or
- 2. continue insurance which otherwise would be terminated; or
- 3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Enrolling Group's records which relate to the Policy.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Payment of Premiums:** No insurance provided by the Policy will be in effect until the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Enrolling Group is responsible for paying all premiums as they become due. Premiums are payable on or before their due dates at Our Home Office. A Grace Period of 31 days from the Premium Due Date will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will remain in effect provided the premium is paid before the end of the Grace Period. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

## **CERTIFICATE GENERAL PROVISIONS (continued)**

**Premium Rate Change:** We have the right to change premium rates as of any Premium Due Date but not more than once in any 12-month period. We will notify the Enrolling Group in writing at least 31 days prior to the change in rates.

The premium rate may change prior to this time however, for reasons that affect the insured risk, which include:

- 1. a change occurs in benefits;
- 2. a division, subsidiary, or affiliated company is added or deleted;
- 3. the number of Employees insured changes by 10% or more;
- 4. a new Law or a change in any existing Law is enacted which applies to the Policy.

A change may take effect on an earlier date if both the Enrolling Group and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

**Termination of an Enrolling Group's Insurance:** Insurance under the Policy will terminate on the earliest of the following dates:

- 1. on the Premium Due Date of any premium which remains unpaid at the end of the Grace Period.
- 2. the date the Enrolling Group terminates it's participation under the Policy. The Enrolling Group must give 31 days advance written notice to Us.
- 3. the date on which the Enrolling Group fails to comply with or intentionally makes material misrepresentation relating to the Policy.

We reserve the right to terminate insurance under the Policy on the date that the number of Covered Persons insured under the Enrolling Group decreases to less than:

- 1. 75% of all eligible Employees of an Enrolling Group, if the Enrolling Group contributes partially towards the cost of insurance;
- 2. 100% of all eligible Employees of an Enrolling Group, if the Enrolling Group contributes in whole towards the cost of insurance; or
- 3. 10 Covered Persons.

**Records:** The Enrolling Group must furnish all information required by Us to:

- 1. compute premiums; and
- 2. maintain necessary administrative records.

Records of the Enrolling Group, which have a bearing on insurance, will be available for inspection by Us at any reasonable time.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

## **COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

**Covered Person's Eligibility:** Employees who work on a full-time basis for a Enrolling Group are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

- 1. the Effective Date of the Policy;
- 2. the Effective Date of the Enrolling Group;
- 3. the end of the Employee Waiting Period shown in the Schedule of Benefits;
- 4. the date the Policy is changed to include the Employee's class; or
- 5. the date the Employee enters a class eligible for insurance.

**Effective Date of Covered Person Insurance:** If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

- 1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
- 2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - b. the date the Employee's application is approved by Us if evidence of insurability is required.

Evidence of insurability is required if an Employee applying for Contributory Insurance:

- 1. does not apply for insurance within 31 days after the date he first became eligible; or
- 2. he has previously terminated his insurance while in an eligible class.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Covered Person's insurance, the increase will take effect on:

- 1. the policy anniversary date on or next following the date of the increase, if the Covered Person is Actively at Work on the date of increase;
- 2. the date the Covered Person returns to Active Work if the Covered Person is not Actively at Work on the policy anniversary date on or next following the date of the increase;
- the policy anniversary date on or next following the date of the increase, if the policy anniversary date is a non-working day and the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
- 4. the policy anniversary date on or next following the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve his application.

Neither an increase nor a decrease in insurance will affect a Payable Claim that occurs prior to the increase or decrease.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

A decrease in the amount of the Covered Person's insurance will take effect on the policy anniversary date on or next following the date of the decrease.

**Family and Medical Leave of Absence:** If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

The Covered Person's insurance will continue for up to the greater of:

- 1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
- 2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

- 1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
- 2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the last day of the period for which a premium payment is made, if the next payment is not made;
- 2. the last day of the month during which he ceases to be a member of a class eligible for insurance;
- 3. the date the Policy terminates, or a specific benefit terminates; or
- 4. the last day of the month during which he ceases to be Actively at Work, unless
  - a. Active work ceases during an approved layoff or non-medical leave of absence, the Life Insurance Benefit and the Accidental Death and Dismemberment Benefit will continue for up to 3 months from the date he stopped active work.
  - b. Active work ceases during an approved medical leave of absence, the Life Insurance Benefit and the Accidental Death and Dismemberment Benefit will continue for up to 12 months from the date he stopped active work.
  - c. Active work ceases as a result of a disability due to a sickness or accidental injury and:
    - i. that disability began before age 60; and
    - ii. the Covered Person remains continuously disabled.

The Life Insurance and the Accidental Death and Dismemberment Benefit may be continued for up to 12 months from the date he stopped active work.

5. the date he is no longer Actively at Work due to a labor dispute, including but not limited to a strike, work slow down or lock out.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Dependent's Eligibility:** Dependents are eligible for insurance on the latest of the following dates:

- 1. the date the Covered Person becomes eligible for Dependent Insurance;
- 2. the date a person becomes a Dependent; or
- 3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's Spouse or Child will not be eligible for Dependent Insurance if the Spouse or Child is:

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

**Effective Date of Dependent Insurance:** No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

- 1. if it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
- 2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the later of:
  - a. the date the Dependent becomes eligible for insurance, regardless of when application is made; or
  - b. the date the Dependent's application is approved by Us, if evidence of insurability is required.

Evidence of insurability is required, at the Covered Person's expense, if a Covered Person applying for Contributory insurance:

- 1. does not apply for Dependent insurance within 31 days after the date the Dependent first became eligible; or
- 2. has previously terminated Dependent insurance while in an eligible class.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Dependent's insurance the increase will take effect on the same date that:

- 1. the Covered Person's class changes; or
- 2. the Dependent's status or class changes.

If the Dependent is confined in a Hospital or Medical Facility on that date, any change will take effect on the day following discharge from the Hospital or Medical Facility.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount the Dependent's insurance will take effect on the policy anniversary date on or next following the date of the decrease.

## DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the last day of the month during which he ceases to be a Dependent as defined in the Policy;
- 2. the last day of the month during which the Covered Person ceases to be a member of a class eligible for Dependent insurance;
- 3. the date the Covered Person's insurance under the Policy terminates;
- the last day of the month during which the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
- 5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
- 6. the date the Covered Person's Life Insurance premiums are waived under the Waiver of Premium Total Disability for Covered Person provision; or
- 7. the date the Policy terminates, or a specific benefit terminates.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

**Assignment:** Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

**Beneficiary:** The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the time of the Covered Person's death, We will pay any amount due in the following order:

- 1. to his legal Spouse; or
- 2. to his natural or legally adopted children in equal shares; or
- 3. to his estate.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

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

**Settlement Options:** Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

#### Conversion Privilege: The Covered Person may convert:

- 1. all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
- 2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
- 3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 31 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 31 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminates.

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

- 1. gives Us proof that he was Totally Disabled when his insurance terminated and that his insurance would have continued in force under the Waiver of Premium-Totally Disabled provision if he had not converted; and
- 2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

**Supplemental Life Limitations**: No benefit will be paid for any loss caused directly or indirectly from:

- 1. suicide occurring within 24 months after the Covered Person's initial Effective Date of insurance; or
- 2. suicide occurring within 24 months after the Effective Date of any increase or additional insurance. This limitation applies only to the increased or additional amount of insurance.

## WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON

We will continue the Covered Person's Supplemental Life Insurance in force without premium payment while he remains Totally Disabled if he:

- 1. becomes Totally Disabled before age 60;
- 2. remains Totally Disabled continuously for at least nine consecutive months;
- 3. gives Us proof of Total Disability, as required.

We will waive the Covered Person's premium payment on a monthly basis, beginning the first day of the month after the month he became Totally Disabled. We will refund any premium paid for the Supplemental Life Insurance after that day. We will not refund premiums for any period more than 12 months before the date proof of disability was furnished. This Waiver of Premium will continue to be effective even if the Policy terminates after the Covered Person becomes Totally Disabled.

Amount of Life Insurance Under the Total Disability Benefit: The amount of insurance continued would be the amount in force on the date the Covered Person became Totally Disabled. This amount will be reduced or terminated, based on the Schedule of Benefits in effect on the date of Total Disability. This amount will not be increased while the Covered Person remains Totally Disabled. All other Benefits will be terminated.

**Death While Totally Disabled:** If the Covered Person dies while his Supplemental Life Insurance is being continued under Waiver of Premium, We will pay the amount of insurance if We receive proof:

- 1. of the Covered Person's death; and
- 2. that Total Disability was continuous from the date it began to the date of death.

**Proof of Total Disability:** We will provide forms which the Covered Person must use when giving Us proof of Total Disability. The Covered Person must give Us proof no later than 12 months after the date he became Totally Disabled. We may at any time require proof that Total Disability continues. The Covered Person must give Us proof within 60 days after Our request. After the Covered Person has been Totally Disabled for more than two years from the date of Total Disability, We will not request proof any more than once a year. We may require the Covered Person to be examined, at Our expense, by a Physician of Our choice.

**Total Disability or Totally Disabled**: For purposes of this section, the Covered Person will be considered Totally Disabled if he is unable to perform each and every duty of his occupation at his usual place of employment and he is unable to do the material and substantial duties of any job suited to his education, training or experience.

We may require the Covered Person to be examined by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so.

## WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON (continued)

**Termination of the Total Disability Benefit:** The Covered Person will no longer be eligible for the Total Disability Benefit and his Basic and Supplemental Life Insurance will terminate on the earlier of the following dates:

- the date the Covered Person ceases to be Totally Disabled. However, if he is still eligible for Supplemental Life Insurance when he returns to Active Work, his Supplemental Life Insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of Supplemental Life Insurance he may then be eligible for will take effect as described in the Effective Date of insurance provision; or
- 2. the last day of the 60-day period following Our request for proof of Total Disability, if he does not give Us proof or refuses to take a medical exam;
- 3. the date the Covered Person reaches age 65;
- 4. the date premium has been waived for 12 months and the Covered Person is considered to reside outside the United States. The Covered Person is considered to reside outside the United States when he has been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

If the Covered Person's Total Disability ends and he does not return to Active Work, then the Covered Person may exercise the Conversion Privilege.

### ACCELERATED DEATH BENEFIT FOR COVERED PERSON

# The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.

If while insured under the Policy, the Covered Person becomes terminally ill (called the "qualifying event") with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person's Life Insurance Benefit can only be made once in the Covered Person's lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

- 1. under a Physician's care for that condition, and
- 2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person's death, the amount of Life Insurance Benefits paid to the Covered Person's beneficiary will be reduced by the amount already paid under this provision.

Limitations: Accelerated Death Benefits will not be payable if:

- 1. the Covered Person has assigned his Life Insurance Benefits; or
- 2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person's former Spouse as part of a divorce agreement; or
- the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
- 4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

The Accelerated Death Benefit is not available to Retired Covered Persons.

### LIFE INSURANCE BENEFIT FOR DEPENDENTS

**Death Benefits:** We will pay the Life Insurance Benefit amount in force on a Dependent, if insured under this section of the Policy, when We receive proof of his death. The amount of insurance is shown in the Schedule of Benefits. Eligible Dependents are defined in the "General Definitions" section of the Policy.

Assignment: The Dependent Life Insurance Benefit provided by the Policy cannot be assigned.

Beneficiary: Benefits will be paid to:

- 1. the Covered Person, if living;
- 2. the legal Spouse of the Covered Person, if the Covered Person is not living; or
- 3. the estate of the Dependent, if the legal Spouse of the Covered Person is not living.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The insured Dependent may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

**Physical Examination and Autopsy:** We have the right to have a Physician of Our choice examine the insured Dependent, as often as necessary while the claim is pending. We may also have an autopsy made in case of death, unless not allowed by law. We will pay the cost of the exam and autopsy.

**Conversion:** A Dependent may convert all or part of his Life Insurance to an individual life policy, other than term insurance, if his insurance terminates because:

- 1. the Covered Person ceases to be a member of a class eligible for Life Insurance;
- the Covered Person's legal Spouse lost insurance due to a reduction of insurance because of age;
- 3. the Covered Person is Totally Disabled or dies; or
- 4. the Dependent is no longer eligible for Dependent Life Insurance. A Dependent may convert a limited amount of insurance to an individual life policy, other than term insurance, if he was continuously insured under the Policy (or the policy it replaced) for five years if his insurance terminated due to the Policy being terminated or amended.

## LIFE INSURANCE BENEFIT FOR DEPENDENTS (continued)

The amount the Dependent may convert in this case is the smaller of the following:

- 1. the Life Insurance Benefit amount which terminates less the amount he may become eligible for under any group within 31 days after this insurance terminated; or
- 2. \$10,000.

The Dependent may convert to any policy We are using for the purpose of conversions. The conversion policy will not have disability or other supplemental benefits. No evidence of insurability is required. The Dependent must submit a written application and the first premium to Our Home Office within 31 days after this insurance terminated. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and form of the conversion policy, and on the Dependent's class of risk and age on the date the conversion takes effect.

If the Dependent dies within the 31 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

The conversion policy will take effect on the later of:

- 1. its date of issue; or
- 2. 31 days after the date this insurance terminated.

## STATUTORY PROVISIONS

## ARKANSAS

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

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to: UnitedHealthcare Insurance Company Administrative Offices 6300 Olson Memorial Highway Golden Valley, MN 55427 1-866-615-8727

If the question is not resolved, you may contact the Arkansas Insurance Department: Arkansas Insurance Department Consumer Services Division 400 University Tower Building Little Rock, Arkansas 77204 Telephone: 1-800-852-5494

## IDAHO

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

#### Incontestability

The Incontestability provision as contained in the section entitled CERTIFICATE GENERAL PROVISIONS is hereby changed to read as follows:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for one year from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been force prior to the contest for a period of one year during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

## LOUISIANA

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

#### Applicable to Policies that include an Accelerated Death Benefit:

NOTICE: This is a Life Insurance Policy which pays Accelerated Death Benefits at the Policyholder's option under conditions specified in the Policy.

## **MINNESOTA**

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota sitused Employers have 25 or more Employees residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits Contract Services MN010-W115 6300 Olson Memorial Highway Golden Valley, MN 55427

## MISSOURI

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

#### Suicide

When a Suicide Limitation for Life Insurance is included in the Certificate of Coverage, no benefit will be paid for any loss caused directly or indirectly from suicide occurring within one year after the Covered Person's initial effective date or effective date or any increase of additional insurance.

In the event the insured dies as a result of suicide within one year from the date of issue of the policy, the Policyholder shall promptly refund all premiums paid for coverage.

#### Waiver

When a WAIVER OF PREMIUM section is included in the Certificate of Coverage the definition of Total Disability or Totally Disabled is replaced with the following:

**Total Disability or Totally Disabled**: For purposes of this section, means the Covered Person's inability, because of sickness or injury to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve (12) months, unless the total benefit period is less than twelve (12) months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the insured is qualified by education, training or experience.

## MONTANA

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

**Conformity with Montana Statutes:** For Montana residents, the provisions of this Policy are intended to conform to the minimum requirements of Montana law. If any provision of the Policy conflicts with any Montana statutes, the provision will be deemed to conform to the minimum requirements of the Montana law.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section it is hereby deleted in its entirety.

#### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage, the definition of a Dependent Child shall include a child placed for adoption.

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, the definition of a Domestic Partner will be expanded to include a person of the opposite or same sex.

## **MONTANA (continued)**

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is modified to allow a Covered Person to convert a limited amount of insurance to an individual policy of life insurance, other than term, if he has been continuously insured under the Policy (or the policy it replaced) for three years and the insurance terminated due to termination or amendment of the Policy.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is modified to allow a Dependent to convert a limited amount of insurance to an individual life policy, other than term, if he was continuously insured under the Policy (or the policy it replaced) for three years if his insurance terminated due to the Policy being terminated or amended.

## **NEW HAMPSHIRE**

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

## **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is expanded to include the following:

The Covered Person will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Covered Person at the last address furnished to the Policyholder.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is expanded to include the following:

The Dependent will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. IF this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Dependent at the last address furnished to the Policyholder.

## **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate of Coverage is modified to include the following:

Failure to furnish such proof of claim within the Certificate of Coverage stated time limit will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as it was reasonably possible.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the Certificate of Coverage GENERAL PROVISIONS section it is hereby deleted in its entirety.

## **NORTH CAROLINA**

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

#### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate is modified as follows:

Written proof of claim must be filed within 180 days of the loss. However, if it is not possible to give proof within 180 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

#### **Occupational Injury or Sickness Exclusion**

Any exclusion that applies to an Occupational Injury or Sickness is hereby replaced by the following:

An Occupational Injury or Sickness for treatments which are paid under the North Carolina Worker's Compensation Act only to extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## NORTH DAKOTA

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

**10 Day Right to Examine Certificate**: There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to Us within 10 days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all premium paid. Any claims paid during the initial 10 day period will be deducted from the refund.

## OKLAHOMA

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

#### Certificates delivered to residents of state of Oklahoma are subject to Oklahoma laws.

#### **Dependent Child Definition**

The term "Child" includes a natural child, legally adopted child, stepchild, foster child or any child who is under the custody of the Covered Person

#### Incontestability

The Incontestability provision shown in the Certificate GENERAL PROVISIONS section is replaced by the following:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

## OKLAHOMA (continued)

#### Life Insurance Payment of Claim:

The Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

When dependent coverage is included in the Certificate of Coverage, the Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

## TEXAS

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

#### **IMPORTANT NOTICE**

#### To obtain information or make a complaint:

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

800-554-5413

You may also write to UnitedHealthcare Insurance Company at:

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

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

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, TX 78714-9104 FAX #(512) 475-1771

#### PREMIUM OR CLAIM DISPUTES:

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

#### ATTACH THIS NOTICE TO YOUR POLICY:

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

#### **AVISO IMPORTANTE**

Para obtener información or para someter una queja:

Usted puede llamar al numero de telefono gratis de UnitedHealthcare Insurance Company's para información o para someter una queja al

800-554-5413

Usted también puede escribir a UnitedHealthcare Insurance Company's:

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

Puede comunicarse con el Departamento de Seguro de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al 800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104 Austin, TX 78714-9104 FAX #(512)475-1771

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### ADJUNTAR ESTE AVISO A SU POLIZA:

Esto aviso es solo para propositio de informacion y no se convierte en parte o condición del documento adjunto.

Form No. ACN-TX-MP (8/95)

## **TEXAS (continued)**

## **Accelerated Death Benefit**

Death benefits will be reduced if an acceleration-of-life insurance benefit is paid.

DISCLOSURE: Receipt of Acceleration Death Benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect You, Your spouse and Your family's eligibility for public assistance.

DISCLOSURE: The Accelerated Death Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether you use the benefits to pay necessary long-term care expense, such as nursing home care. If the Accelerated Death Benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and to subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Death Benefits excludable from income under federal law.

We reserve the right to ask for a medical exam in connection with a claim. In the event that the Physician's examinations result in conflict with the medical evidence signed by the treating Physician, a second examination from a Physician of Our choice (at Our expense) will be requested. This second exam will determine if the Covered Person has met the conditions stated above.

At the time of payment of the Accelerated Death Benefit, We will send a statement to the Covered Person specifying:

- 1. the amount of benefits paid;
- 2. the affect of the Accelerated Death Benefit payment on the death benefit face amount and future premiums; and
- 3. the amount of Life Insurance benefits remaining.

#### Incontestability

The Incontestability provision under the CERTIFICATE GENERAL PROVISIONS section, is amended to remove the phrase "or fraudulent misrepresentations" from the first sentence.

#### WASHINGTON

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

#### **Accelerated Death Benefit**

When an ACCELERATED DEATH BENEFIT section is include in the Certificate of Coverage, the following Accelerated Death Benefit Notice is also included:

If you receive payment of accelerated death benefits from a life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive accelerated benefits from a life insurance policy.

This Accelerated Death Benefit is not intended to qualify under section 101(g)(26 U.S.C. 101(g) or section 770B(26U.S.C. 7702B) of the Internal Revenue Code of 1986 as amended by Public Law 104-191

## WASHINGTON (continued)

#### Accidental Death and Dismemberment Benefit

The first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON section is replaced by the following:

The Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 365 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

When dependent Accidental Death and Dismemberment coverage is included in the Certificate of Coverage, the first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED DEPENDENT section is replaced by the following:

The Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 365 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

## UnitedHealthcare Insurance Company Notice of Privacy Policy and Practices

#### **Purpose of this Notice**

UnitedHealthcare Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

#### **Types of Personal Information We Collect**

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

#### **How We Protect Personal Information**

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

#### **Disclosure of Personal Information**

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

#### Individual Rights to Access and Correct Personal Information

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at UnitedHealthcare Specialty Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

#### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following UnitedHealthcare Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, "we" or "us" refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; UnitedHealthcare of Alabama, Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.; UnitedHealthcare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Tennessee, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.