



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### GROUP CRITICAL ILLNESS INSURANCE POLICY NON-PARTICIPATING

FIRST OCCURRENCE SPECIFIED ILLNESS INSURANCE POLICY  
WHICH MAY INCLUDE A CANCER CRITICAL ILLNESS BENEFIT IF SELECTED

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

**This policy is a legal contract between the policyholder and the Company.** The policyholder should read this group policy carefully and contact us promptly with any questions. This group policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA), and consists of:

1. all policy provisions and any amendments and/or attachments issued; and
2. the policyholders' signed application.

This policy may be changed in whole or in part. The approval must be in writing, signed by one of our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida on the policy effective date.

#### **THIS COVERAGE 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 the company.**

A handwritten signature in cursive script, appearing to read "Ray S. Steu".

Secretary

A handwritten signature in cursive script, appearing to read "Gregory J. Seidos".

President

**THIS IS A CRITICAL ILLNESS POLICY WHICH PROVIDES STATED BENEFITS FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**

#### **NO RECOVERY FOR PRE-EXISTING CONDITIONS – READ CAREFULLY**

**No benefits will be provided during the first 12 months of the policy for pre-existing conditions as defined in this policy.**

**Important Cancellation Information – Please Read the Provision Entitled, “Canceling Policy” Found On Page 5**

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## POLICY SPECIFICATIONS

POLICYHOLDER: DEPARTMENT OF STATE TREASURER NC RETIREMENT SYSTEMS

POLICY NUMBER: 15934

POLICY EFFECTIVE DATE: January 1, 2017

POLICY ANNIVERSARY DATE: January 1, 2018 and the first day of January each calendar year thereafter.

GOVERNING JURISDICTION: the state of North Carolina and subject to the laws of that jurisdiction.

**ELIGIBLE CLASS(ES):**

All NC Retirement System Retirees

**ELIGIBILITY WAITING PERIOD:**

None

**BASIC BENEFIT AMOUNT:**

\$5,000 for Insured Employee  
 \$2,500 for Insured Spouse  
 \$2,500 for Insured Child(ren)

**GUARANTEED ISSUE LIMIT:**

\$5,000.

**OPTIONAL BENEFITS:**

Cancer Critical Illness Benefit – Same as Basic Benefit Amount

**INITIAL RATE:**

Monthly rate per employee for **PLAN I:**

Premium Rates	Age	Employee Only	Employee & Spouse	Employee & Child(ren)	Family
<b>Non-Tobacco</b>	18-35	\$3.55	\$4.83	\$3.55	\$4.83
	36-50	\$8.05	\$11.58	\$8.05	\$11.58
	51-60	\$16.65	\$24.47	\$16.65	\$24.47
	61-63	\$25.85	\$38.27	\$25.85	\$38.27
	64 +	\$37.80	\$56.20	\$37.80	\$56.20
<b>Tobacco</b>	18-35	\$5.60	\$7.90	\$5.60	\$7.90
	36-50	\$13.70	\$20.05	\$13.70	\$20.05
	51-60	\$28.40	\$42.10	\$28.40	\$42.10
	61-63	\$40.75	\$60.63	\$40.75	\$60.63
	64 +	\$59.90	\$89.35	\$59.90	\$89.35

**RATE GUARANTEE DATE:**

01/01/2018

## POLICY SPECIFICATIONS (Continued)

### PREMIUM DUE:

The initial date agreed to between American Heritage Life Insurance Company and the Policyholder and each specified date thereafter.

The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.

### COST OF COVERAGE:

The insured employee pays the cost of coverage.

### DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES:

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this policy. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

**NAME**

NONE

**LOCATION (CITY AND STATE)**

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## **POLICYHOLDER PROVISIONS**

### **RATE GUARANTEE**

A change in premium rate will not take effect before the Rate Guarantee Date but in no case will premiums be changed during the first 12 months of coverage. After the first 12 months of coverage, we can change premium rates for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in this plan design; or
2. a division, subsidiary, or affiliated company is added or deleted; or
3. the number of insured employees or members changes by 10% or more; or
4. a new law or a change in any existing law is enacted which applies to this plan; or
5. less than 10% of those eligible for coverage are participating.

After the first 12 months of coverage, we will change premium rates no more than once every 6 months based on at least 12 months of experience.

We will notify the policyholder in writing at least 45 days before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing.

### **PREMIUM INCREASES OR DECREASES**

Premium increases or decreases may take effect any time subject to the Rate Guarantee provision. If they take effect during a policy month, they are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

### **INFORMATION REQUIRED FROM THE POLICYHOLDER**

The policyholder must provide us with the following on a regular basis:

1. information about employees or members:
  - a. who are eligible to become insured; and
  - b. whose coverage changes; and
  - c. whose coverage ends; and
2. any information that may be required to manage a claim; and
3. any other information that may be reasonably required.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time.

### **WHEN EVIDENCE OF INSURABILITY IS REQUIRED**

Evidence of insurability is required if:

1. the employee or member:
  - a. voluntarily canceled coverage and is reapplying; or
  - b. is applying for an amount of coverage over the Guaranteed Issue Limit; or
  - c. is applying for the coverage, or an increase in the amount of coverage, at any time after his or her initial enrollment period.
2. an eligible dependent did not enroll within 31 days of eligibility.

## **POLICYHOLDER PROVISIONS (Continued)**

### **INCONTESTABILITY**

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in any applications, can be used to void this policy.

### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by the policyholder documenting any clerical errors.

### **CANCELING POLICY**

This policy can be canceled:

1. by us; or
2. by the policyholder.

We may cancel or offer to modify this policy, with at least 45 days written notice to the policyholder, if:

1. less than 10% of those eligible for coverage are participating; or
2. this policy has been in effect more than 12 months; or
3. the policyholder does not promptly provide us with information that is reasonably required; or
4. the policyholder fails to perform any of its obligations that relate to this policy; or
5. fewer than 10% employees or members are insured; or
6. the policyholder fails to pay any premium within the 31 day grace period.

If the premium is not paid during the grace period, this policy will terminate automatically at the end of the grace period. The policyholder is liable for the premium for coverage during the grace period. The policyholder must pay us all premiums due for the full period this policy is in force.

The policyholder may cancel this policy by written notice delivered to us at least 31 days prior to the cancellation date. When both the policyholder and we agree, this policy can be canceled on an earlier date. If canceled, coverage will end at 12:00 midnight on the last day of coverage.

If this policy is canceled, the cancellation will not affect a payable claim incurred prior to cancellation. If the policyholder cancels the policy for any reason, we will provide a refund of the pro rata portion of the unused collected premium to the beginning of the next monthly billing cycle.

### **ENTIRE CONTRACT**

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the applications and other written statements of the policyholder; and
4. any individual applications, enrollments, evidence of insurability or other statements of the insured employee or member.

## **POLICYHOLDER PROVISIONS (Continued)**

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or his or her personal representative, if any, if such written statement will be used in defense of a claim.

### **CONTRACT CHANGES**

This policy may be changed in whole or in part. No changes to this policy will be valid unless approved and signed by one of our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

## **POLICYHOLDER PROVISIONS (Continued)**

### **CERTIFICATES OF INSURANCE**

We will issue certificates of insurance for each insured employee or member. The certificate will provide a description of the insurance provided by this policy and will state:

1. the benefits provided; and
2. to whom benefits are payable; and
3. the limitations, exclusions and requirements that apply to coverage under this policy.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

### **PAYMENT OF CLAIMS**

After receiving written proof of claim, we will pay all benefits then due under this certificate and we will make payment to you. Any amounts unpaid at your death may, at our option, be paid either to the named beneficiary or to your estate.

If benefits are payable to your estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$3,000, to someone related to you or your beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.



## GLOSSARY

**Active Employment.** Means the employee or member is working for the employer for earnings that are paid regularly and that he or she is performing the material and substantial duties of his or her regular occupation. For the purposes of this policy:

1. the employee or member must be working at least the minimum number of hours as described under Eligible Class(es); and
2. the employee or member will be deemed to be in active employment on a day which is not the employer's scheduled work days only if he or she was actively employed on the preceding scheduled work day.

The employee's or member's work site must be:

1. the employer's usual place of business; or
2. an alternative work site at the direction of the employer; or
3. a location to which the job requires such employee or member to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Calendar Year.** Means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

**Eligibility Waiting Period.** Means the continuous period of time that the employee or member must be in active employment in an eligible class before he or she is eligible for coverage.

**Employee.** Means a person who is: (a) a citizen or resident of the United States or one of its territories; and (b) in active employment with the employer or is a member in good standing in the labor union, association or other entity named as the policyholder.

**Employer.** Means the individual, company or corporation where the employee or member is in active employment, and includes any division, subsidiary, or affiliated company named in this policy.

**Evidence of Insurability.** Means a statement of the employee's or member's or a dependent's medical history which we will use to determine if he or she is approved for coverage. Evidence of insurability will be provided at such person's expense.

**Family Coverage.** Means coverage that includes the insured employee or member as defined, his or her eligible spouse and children as described in the certificate.

**Grace Period.** Means a period of 31 days following the premium due date during which premium payment may be made.

## **GLOSSARY (Continued)**

**Individual and Child(ren) Coverage.** Means coverage that includes only the insured employee or member, as defined and eligible children as described in the certificate.

**Individual and Spouse Coverage.** Means coverage that includes only the insured employee or member, as defined, and his or her eligible spouse as described in the certificate.

**Individual Coverage.** Means coverage that includes only the insured employee or member, as defined.

**Initial Enrollment Period.** Means one of the following periods during which the employee or member may first apply in writing for coverage under this policy:

1. if the employee or member is eligible for coverage on the policy effective date, a period before the policy effective date as set by us and the policyholder; or
2. if the employee or member becomes eligible for coverage after the policy effective date, the period ending 31 days after the date he or she is first eligible to apply for coverage.

## **GLOSSARY (Continued)**

**Insured Employee or Member.** Means the employee or member accepted for coverage by us who has completed and signed the enrollment form or evidence of insurability and whose name appears on the certificate specification page.

**Member.** Means a member in good standing in an labor union, association or other entity named as the policyholder and who is: (a) a citizen or resident of the United States; and (b) is (1) engaged in , or (2) able to engage in and currently seeking, active employment.

**Policyholder.** Means the legal entity to whom this policy is issued.

**We, Us, and Our.** Means American Heritage Life Insurance Company.

## **CERTIFICATE PROVISIONS MADE PART OF THIS GROUP POLICY**

The remainder of this group policy consists of the provisions that will appear in the group certificate, including any optional riders or endorsements or amendments. The group certificate describes the insurance made available under this group policy to insured employees or members and their dependents, if applicable.

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**THIS IS A CRITICAL ILLNESS POLICY WHICH PROVIDES STATED BENEFITS FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**



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### Endorsement

**This Endorsement is made a part of the Group Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Group Policy not inconsistent with this Endorsement.**

The CERTIFICATES OF INSURANCE provision in the GENERAL PROVISIONS section is deleted in its entirety and replaced with the following:

#### **CERTIFICATES OF INSURANCE**

We will furnish to the policyholder a certificate of insurance for delivery to each insured employee or member. The certificate will provide a description of the insurance provided by this policy and will state:

1. the essential features of the insurance coverage; and
2. to whom benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

All other requirements of the policy not specifically stated within this endorsement still apply.

Secretary



Benefits

## AMERICAN HERITAGE LIFE INSURANCE COMPANY

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### CERTIFICATE OF INSURANCE

FIRST OCCURRENCE SPECIFIED ILLNESS INSURANCE COVERAGE  
WHICH MAY INCLUDE A CANCER CRITICAL ILLNESS BENEFIT IF SELECTED

**The policy is a legal contract between the policyholder and the Company.** This certificate of insurance (“certificate”) describes your insurance coverage under the policy.

In this certificate, the words:

“You” and “your” mean the named insured employee or member shown on the Certificate Specifications page who is a member of an eligible class as described in the policy and for whom premiums are remitted.

“We”, “us” and “our” mean American Heritage Life Insurance Company.

“This policy” and “the policy” mean the policy of insurance issued by us to the policyholder.

The policy alone makes up the agreement under which insurance coverage is provided and benefits are determined. If the terms of your certificate and the policy differ, the policy will govern. The policy may be inspected at the office of the policyholder during normal business hours.

Coverage under the policy is issued in consideration of your enrollment or other form of application and the payment of the first premium. We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due. The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

The policy and this certificate may be changed in whole or in part or cancelled by agreement between us and the policyholder. Such an action may be taken without the consent or notice to you or anyone covered under the policy. Only an authorized officer at our home office can approve a change. The approval must be in writing and endorsed on or attached to the policy. No other person, including an agent, may change the policy or certificate or waive any of its provisions. Premiums are subject to periodic changes.

This certificate supersedes and replaces any certificate previously issued to you under the policy.

#### **THIS COVERAGE 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 the company.**

Secretary

President

**THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED. THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**

**NO RECOVERY FOR PRE-EXISTING CONDITIONS – READ CAREFULLY**  
**No benefits will be provided during the first 12 months of the policy for pre-existing conditions as defined in this certificate.**

**Important Cancellation Information – See “Termination of Coverage” Found On Pages 6-7.**

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**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
 1776 American Heritage Life Drive, Jacksonville, Florida 32224

**CERTIFICATE SPECIFICATIONS**

FORM NO.	DESCRIPTION OF BENEFITS	ANNUAL PREMIUM AMOUNT
GVCIC2NC	INITIAL CRITICAL ILLNESS	
	INSURED EMPLOYEE	BASIC BENEFIT AMOUNT \$50,000
	INSURED SPOUSE	\$25,000
	INSURED CHILD(REN)	\$25,000
	SECOND EVENT INITIAL CRITICAL ILLNESS	SAME AMOUNT AS INITIAL CRITICAL ILLNESS
	CANCER CRITICAL ILLNESS	
	INSURED EMPLOYEE	BASIC BENEFIT AMOUNT \$50,000
	INSURED SPOUSE	\$25,000
	INSURED CHILD(REN)	\$25,000
	SECOND EVENT CANCER CRITICAL ILLNESS	SAME AMOUNT AS CANCER CRITICAL ILLNESS
SUPPLEMENTAL CRITICAL ILLNESS I	INSURED EMPLOYEE	BASIC BENEFIT AMOUNT \$50,000
	INSURED SPOUSE	\$25,000
	INSURED CHILD(REN)	\$25,000
	INCREASING CRITICAL ILLNESS BENEFIT	
INSURED EMPLOYEE	\$250/PER COVERAGE YEAR*	
INSURED SPOUSE	\$125.00/PER COVERAGE YEAR*	
INSURED CHILD(REN)	\$125.00/PER COVERAGE YEAR*	
	*FOR COVERAGE YEARS 2-5	
WELLNESS BENEFIT	\$25/TEST	
FAMILY COVERAGE		

The effective date of each benefit is the Effective Date unless otherwise specified.

**TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY	BILLABLE PREMIUM
\$000.00	\$000.00	\$00.00	\$00.00	\$00.00

Premium Payment Method	PAYROLL – MONTHLY	Premium Class	TOBACCO/NON-TOBACCO
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INSURED:	JOHN DOE	ISSUE AGE:	35
EFFECTIVE DATE:	MAY 01, 2010	CERTIFICATE NUMBER:	123456
POLICY NUMBER:	GROUP106		
BENEFICIARY:	AS NAMED AT ENROLLMENT OR LATER CHANGED		

GROUP CRITICAL ILLNESS COVERAGE



## GENERAL PROVISIONS

### EFFECTIVE DATE OF COVERAGE

Your coverage will be effective at 12:01 a.m. on the effective date shown on the Certificate Specifications page provided you are actively employed on that date.

If you are not actively employed on that date due to disability, injury, sickness, temporary layoff, leave of absence or Family and Medical Leave of Absence, coverage begins on the date you return to active employment. This applies to your initial coverage, as well as any increase or addition to coverage that occurs after your initial coverage is effective.

For any change in coverage that is subject to evidence of insurability, the change in coverage is effective on the date we approve such change.

For any change in coverage that is not subject to evidence of insurability, the change in coverage is effective on the date we receive such request for change.

### WHEN YOU CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

1. You may apply for coverage during:
  - a. the initial enrollment period; or
  - b. at any other time, subject to evidence of insurability.
2. You may increase coverage at any time, subject to evidence of insurability.
3. You may discontinue coverage at any time.

### WHEN EVIDENCE OF INSURABILITY IS REQUIRED

Evidence of insurability is required if:

1. you:
  - a. voluntarily canceled coverage and are reapplying; or
  - b. are applying for an amount of coverage over the guaranteed issue limit; or
  - c. are applying for the coverage, or an increase in the amount of coverage, at any time after your initial enrollment period; or
2. an eligible dependent did not enroll within 31 days of eligibility.

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## GENERAL PROVISIONS (Continued)

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are:

1. your legal spouse or domestic partner; and
2. your unmarried children including adopted children from the moment of placement in the residence or foster children from the moment of placement in the residence, stepchildren, children of a domestic partner or legal ward who are under 22 years old, or under 26 years old and full-time students at an educational institution of higher learning beyond high school. Your children must be dependent on you for support and be named on the enrollment or evidence of insurability form.

After the effective date, any person (except newborns) who becomes an eligible dependent can be added to the certificate if we are notified within 31 days after they become eligible.

If you have Individual Coverage or Individual and Child(ren) Coverage, then marry and desire coverage for your spouse, we must be notified within 31 days of the marriage. We will change the coverage to Individual and Spouse Coverage or Family Coverage and provide notification of the additional premium due. If we are not notified within 31 days of the marriage, then evidence of insurability will be required for the spouse.

If you have Individual Coverage or Individual and Child(ren) Coverage, then establish a domestic partnership and desire coverage for your domestic partner, we must be notified within 31 days of the date the domestic partnership was formed. We will change the coverage to Individual and Spouse Coverage or Family Coverage and provide notification of the additional premium due. If we are not notified within 31 days of the date a domestic partnership was formed, then evidence of insurability will be required.

A child born to you or your spouse or domestic partner, or an adopted child or foster child placed with you while Individual and Child(ren) Coverage or Family Coverage is in force, will be eligible for coverage. This coverage begins at the moment of birth for a newborn, or the moment of placement for an adopted or foster child and benefits will be the same as provided for any other child insured under the certificate. No additional premium will be required for newborns, adopted children or foster children added if Individual and Child(ren) Coverage or Family Coverage is in force at the time the newborn, adopted children or foster children is added.

If you have Individual Coverage or Individual and Spouse Coverage, newborn children, adopted children and foster children are automatically covered from the moment of birth or date of placement for a period of 31 days. If you desire uninterrupted coverage for a newborn child, adopted children or foster children, you must notify us within 31 days of that child's birth or date of placement. Upon notification, we will convert your Individual Coverage to Individual and Child(ren) Coverage or Individual and Spouse Coverage to Family Coverage and provide notification of the additional premium due. If you do not notify us within 31 days of the birth of the child or date of placement, the temporary automatic coverage ends.

Coverage must be provided as long as you have custody of the child pursuant to decree of the court and required premiums are paid.

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## GENERAL PROVISIONS (Continued)

### COVERAGE FOR CHILDREN OF NONCUSTODIAL PARENTS

If you are a noncustodial parent and provide coverage for a child under the policy, we shall:

1. provide such information to you as may be necessary for the child to obtain benefits;
2. permit you or provider, with your approval, to submit claims for losses without your approval; and
3. make payments on claims submitted in accordance with paragraph 2 of this section directly to you, the provider or the state Medicaid agency.

When you are required by a court or administrative order to provide critical illness coverage for a child and you are eligible for Individual and Child(ren) Coverage or Family Coverage we will:

1. permit you to enroll under Individual and Child(ren) Coverage or Family Coverage a child who is otherwise eligible for the coverage without regard to any enrollment season restrictions;
2. enroll the child under Individual and Child(ren) Coverage or Family Coverage, upon application of the child's other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program, even if you are enrolled but fail to make application for coverage for the child; and
3. not terminate or eliminate coverage of the child unless we are provided satisfactory written evidence that:
  - a. the court or administrative order is no longer in effect; or
  - b. the child is or will be enrolled in comparable coverage through another insurer that will take effect not later than the effective date of the termination of coverage under the policy.

We shall not impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program, and covered for health benefits from us, that are different from requirements applicable to an agent or assignee of any other individual so covered.

### TERMINATION OF COVERAGE

Your coverage under the policy ends on the earliest of:

1. the date the policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day you are actively employed with your employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date you are no longer in an eligible class; or
5. the date your class is no longer eligible; or
6. the date you have received the maximum total percentage of the basic benefit amount for each critical illness; or
7. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate.

We will provide coverage for a payable claim that occurs while a covered person is covered under the policy.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

If your domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or your death.

Coverage for a dependent child ends on your death or the certificate anniversary next following the date the child is no longer eligible. This is the earlier of when the child: (a) marries; or (b) reaches age 22 (26 if a full-time student attending an educational institution of higher learning beyond high school); or (c) otherwise does not meet the requirements of an eligible dependent. Coverage does not terminate on an unmarried child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
3. is chiefly dependent upon you for support and maintenance.

## GENERAL PROVISIONS (Continued)

### TERMINATION OF COVERAGE (Continued)

The child's coverage continues as long as the certificate remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished within 60 days of the child's attainment of the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims will not be paid. There may be no refund due if you have Individual and Children Coverage or Family Coverage and there are other eligible dependents insured under the policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE (COBRA) provision or the PORTABILITY PRIVILEGE provision.

### TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE

If you cease active employment or membership in the union or association because of a temporary layoff or leave of absence while coverage is in force, we will continue your coverage in accordance with the personnel practices of the policyholder, if premium payments continue and the policyholder approved your leave in writing. Coverage will be continued for 3 months following the date you ceased active employment or membership in the union or association.

If your coverage ends while on a Family and Medical Leave of Absence, your coverage will be reinstated when you return to active status.

We will not:

1. apply a new pre-existing condition exclusion; or
2. require evidence of insurability.

### WAIVER OF PRE-EXISTING CONDITION LIMITATION FOR PRIOR GROUP INSURANCE

We will waive the pre-existing condition limitation for a claim by a covered person who was insured under a prior group policy if:

1. the claim would have satisfied the pre-existing condition limitation of the prior group policy; and
2. you:
  - a. were in active employment on the policy date of this policy; and
  - b. had been continuously insured under this policy since the policy date; and
  - c. were insured under the prior group policy when it terminated; and
3. the covered person making the claim:
  - a. has been continuously insured under this policy since the policy date; and
  - b. was insured under the prior group policy when it terminated; and
4. the prior group policy:
  - a. had the same policyholder as this policy; and
  - b. provided coverage substantially similar to this policy; and
  - c. was issued before the policy date of this policy; and
  - d. terminated within 60 days of the policy date of this policy.

## GENERAL PROVISIONS (Continued)

### WAIVER OF PRE-EXISTING CONDITION LIMITATION FOR PRIOR INDIVIDUAL INSURANCE

We will waive the pre-existing condition limitation for a claim by a covered person who was insured under a prior individual policy if:

1. the claim would have satisfied the pre-existing condition limitation of the prior individual policy; and
2. you:
  - a. were in active employment on the policy date of this policy; and
  - b. had been continuously insured under this policy since the policy date; and
  - c. were insured under the prior individual policy when it terminated; and
3. the covered person making the claim:
  - a. has been continuously insured under this policy since the policy date; and
  - b. was insured under the prior individual policy when it terminated; and
4. the prior individual policy:
  - a. provided coverage substantially similar to this policy; and
  - b. was issued before the policy date of this policy; and
  - c. terminated within 60 days of the policy date of this policy.

### DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.

### LEGAL ACTION

No legal action may be brought to obtain benefits under the policy:

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 3 years from the time written proof of loss is required to have been furnished.

### LIMIT ON CERTAIN DEFENSES

After 2 years from the effective date of coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim.

### CLERICAL ERROR

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by us or the policyholder documenting any clerical errors.

### AGENCY

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

## GENERAL PROVISIONS (Continued)

### ENTIRE CONTRACT

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the applications and other written statements of the policyholder; and
4. any individual applications, enrollments, evidence of insurability or other statements made by you.

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or his or her personal representative, if any, if such written statement will be used in defense of a claim.

### CONTRACT CHANGES

The policy may be changed in whole or in part. No changes to the policy will be valid unless approved and signed by one of our executive officers and endorsed on or attached to the policy. No other person, including an agent, may change the policy or waive any part of it.

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## **CONTINUATION OF INSURANCE (COBRA)**

(APPLIES TO GROUPS WITH 20 OR MORE EMPLOYEES OR MEMBERS)

This section provides for continuation as mandated by federal law for all benefits. It applies if your insurance would otherwise end due to one of the following events, called a qualifying event:

1. Termination of employment (other than by reason of gross misconduct), or of your eligibility due to reduction in your hours. Insurance may be continued for you and any dependents, except for domestic partners and their covered dependents.
2. Your death. Insurance may be continued for any covered person, except for domestic partners and their covered dependents.
3. Divorce or legal separation. Insurance may be continued for any dependent whose insurance would otherwise end. However, COBRA does not extend continuation of coverage to domestic partners and their dependents.
4. Your becoming eligible for Medicare. Insurance may be continued for any insured's dependents who are not entitled to Medicare, except for domestic partners and their covered dependents.
5. A child ceasing to be an eligible dependent as defined in the policy. Insurance may be continued for that child.
6. Your employer files a Chapter 11 Bankruptcy petition. Insurance may be continued for any insured retiree and his or her covered dependents. But this only applies if the insurance ends or is substantially reduced within 1 year before or after the filing for bankruptcy.

To choose this continuation of critical illness insurance, you must be insured under the policy on the day before the qualifying event. In the case of bankruptcy, you must also be: (a) an employee who retired on or before the date insurance ends or is substantially reduced; or (b) a dependent of the retiree on the day before the bankruptcy.

You will not be denied continuation solely because you are covered under another group critical illness plan or eligible for Medicare on the date the qualifying event occurs.

### **COVERAGE CONTINUED**

The insurance being continued by this section is subject to all terms and provisions of the policy that do not conflict with this section. The insurance will be the same as if the qualifying event had not occurred. The continued insurance will be subject to any changes to the policy affecting the benefits of your class following the qualifying event.

### **NOTIFICATION AND PAYMENT REQUIREMENTS**

You have the responsibility to inform your employer of: (a) divorce; (b) legal separation; or (c) a child losing eligibility under the policy. This notice must be made within 60 days of the qualifying event. Failure to provide this notification within 60 days will result in the loss of the right to continue the insurance.

Your employer has the responsibility of notifying the plan administrator of: (a) your death, termination of employment, or reduction in hours; or (b) your employer's bankruptcy. This notice must be made within 30 days of the qualifying event.

The plan administrator will notify you of the right to continue within 14 days of the notice described above. You will then have 60 days to elect to continue your insurance. Failure to elect to continue insurance within 60 days after you are notified by the plan administrator will result in loss of the right to continue such insurance.

You will be required to pay a premium for the continued insurance to the policyholder. You will have 45 days from the date of election to pay the initial premium due. All further premiums will be due on a monthly basis with a 31 day grace period.

## CONTINUATION OF INSURANCE (COBRA) – (Continued)

(APPLIES TO GROUPS WITH 20 OR MORE EMPLOYEES OR MEMBERS)

### TERMINATION

Insurance being continued by this section will terminate on the first of the following dates that apply:

1. The date the policy terminates or is amended to terminate the type of insurance being continued.
2. The end of the last period for which premiums for such coverages have been made. This applies if any required premium is not made to the policyholder within 31 days of the due date.
3. The date you become covered under any other group critical illness policy, whether as an insured employee or otherwise. (This will not apply if such other policy contains any exclusion or limitation with respect to any pre-existing condition the person may have.)
4. The date you become entitled to benefits under Medicare. (This will not apply if the qualifying event involves retired employees of employers under Chapter 11 Bankruptcy and their dependents.)
5. The date ending 18 months from the date of the qualifying event for persons who qualify due to termination of employment or reduction in hours worked. However, if a second qualifying event occurs within this 18 month period, the period of coverage for any affected dependent may be extended up to 36 months from the date of the first qualifying event. For all other qualifying events, insurance will terminate on the date ending 36 months from the date of the qualifying event, except as provided below:
  - a. If you are totally disabled for Social Security purposes any time during the first 60 days of continuation coverage, the 18 month period may be extended to 29 months. In order for this additional 11 months of insurance to be effective, you must provide the policyholder or plan administrator with a copy of the notice of the determination. The notice must be provided:
    1. within 60 days of the Social Security determination of total disability; and
    2. within the initial 18 months of continuation coverage.
  - b. If you have a qualifying event (termination or reduction in hours worked) and you had become entitled to Medicare before the date of this qualifying event, then any other qualified beneficiary (the spouse and/or children) will be entitled to a period of continuation that is the greater of:
    1. 36 months from the date you first became entitled to Medicare; or
    2. 18 months from your termination or reduction in hours.
  - c. For a qualifying event involving retired employees of employers under Chapter 11 Bankruptcy and their dependents, the maximum period of continuation coverage is:
    1. the lifetime of the retiree; or
    2. the lifetime of the surviving spouse of a retiree who dies before the bankruptcy; or
    3. 36 months after the date of death of the retiree, when such date is after the bankruptcy.
6. With respect to a person entitled to a 29 month period of continuation coverage due to disability of a qualified beneficiary, the date of a final determination under Title II or XVI of the Social Security Act that the qualified beneficiary is no longer disabled. However, insurance will not terminate until the last day of the month that next follows the completion of a 30 day period beginning on the date of such final determination.



## **PORTABILITY PRIVILEGE**

We will provide portability coverage, subject to these provisions.

Such coverage will not be available for you, unless:

1. coverage under the policy terminates under the TERMINATION OF COVERAGE provision; and
2. we receive a written request and payment of the first premiums for the portability coverage not later than 30 days after such termination; and
3. the request is made for that purpose.

No portability coverage will be provided to you, if your insurance under the policy terminated due to your failure to make required premium payments.

### **PORTABILITY COVERAGE**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated, including credit for any limitations applied toward a pre-existing condition. Portability coverage may include any eligible dependents who were covered under the policy. Any change made to the policy after you are insured under the portability privilege will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after insurance under the policy terminates.

### **PORTABILITY PREMIUMS**

Premiums for portability coverage are due and payable in advance to us at our home office. Initial premium rates under portability coverage will remain the same as those charged under the policy for critical illness when the insurance was terminated. Premium due dates are the first day of each calendar month. The portability premium rate may differ from the premium rate in effect for insured employees or members and may change on any premium due date. A change in premium rate will not take effect during the first 12 months of coverage. After the first 12 months of coverage we have the right to change the rate table on any premium due date. If you are on portability coverage, we will give you written notice at least 45 days before a change is to take effect.

### **GRACE PERIOD**

The grace period, as defined in the policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### **TERMINATION OF INSURANCE**

Insurance under this portability privilege will automatically end on the earliest of the following dates:

1. the date you again become eligible for insurance under the policy; or
2. the last day for which premiums have been paid, if you fail to pay premiums when due, subject to the grace period; or
3. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date the dependent ceases to be an eligible dependent, as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### **TERMINATION OF THE POLICY**

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the termination date of the policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.

## **PRE-EXISTING CONDITION LIMITATION**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by or results from, a pre-existing condition when the date of diagnosis for the critical illness is within 12 months after the effective date of coverage. This exclusion will not apply to your newborn child, adopted child or foster child under the age of 18 if we are notified within 31 days of the child's birth or date of placement.

A pre-existing condition is a sickness, injury or other condition, for which, during the 12 months just prior to the effective date of coverage medical advice or treatment was recommended by or received from a physician or other member of the medical profession, acting within the scope of their license.

This exclusion will not apply to your newborn child, adopted child or foster child under the age of 18 if we are notified within 31 days of the child's birth or date of placement.

## **EXCLUSIONS**

We will not pay benefits for a critical illness that is, or is caused by, contributed to by or results from:

1. Active participation in a riot, insurrection or rebellion.
2. Intentionally self-inflicted injury or action.
3. Illegal activities or participation in an illegal occupation.
4. Suicide while sane, or self-destruction while insane, or any attempt at either.

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## CRITICAL ILLNESS BENEFIT

### GENERAL

Subject to the conditions, limitations and exclusions of this coverage, we will pay a benefit when a covered person is diagnosed with a critical illness described in this coverage if:

1. the date of diagnosis for the critical illness is while the covered person is insured under the policy; and
2. the critical illness is not excluded by name or specific description.

A covered person can receive a benefit for each critical illness only once, unless the Second Event Critical Illness Benefit for that critical illness is included in the coverage.

A covered person can receive benefits for different critical illnesses described in the policy if the dates of diagnosis for each critical illness are separated by at least 90 days.

Coverage for a covered person terminates when the covered person is not eligible for any further benefits.

Each critical illness must be diagnosed by a physician in the United States. Claims for benefits not satisfying all the criteria for diagnosis may be subject to review by an independent physician consultant. Emergency situations that occur while the covered person is outside the United States may be reviewed and considered for approval by a United States physician on foreign soil or when the covered person returns to the United States.

We do not pay any benefit for any condition or loss not described below.

### INITIAL CRITICAL ILLNESS BENEFIT

- A. BENEFIT AMOUNT.** The benefit amount for each initial critical illness is the percentage shown below for that initial critical illness multiplied by the basic benefit amount shown on the Certificate Specifications page applicable to the covered person.

Initial Critical Illness	Percentage of Basic Benefit Amount
Heart Attack	100%
Stroke	100%
Coronary Artery By-Pass Surgery	25%
Major Organ Transplant	100%
End Stage Renal Failure	100%

- B. BENEFIT DESCRIPTION.** The initial critical illnesses are:

1. **Heart Attack.** The death of a portion of heart muscle as a result of inadequate blood supply to the relevant area.

The diagnosis must be based on both:

- a. new electrocardiographic changes; and
- b. elevation of cardiac enzymes or biochemical markers showing a pattern and to a level consistent with a diagnosis of heart attack.

Heart attack does not include an established (old) myocardial infarction.

The date of diagnosis for Heart Attack is the date of death (infarction) of a portion of the heart muscle.

2. **Stroke.** The death of a portion of the brain producing neurological sequelae including infarction of brain tissue, hemorrhage and embolization from an extra-cranial source. There must be evidence of permanent neurological deficit.

Stroke does not include: transient ischemic attacks (TIA's), head injury, chronic cerebrovascular insufficiency or reversible ischemic neurological deficits.

The date of diagnosis for Stroke is the date the stroke occurred based on documented neurological deficits and neuroimaging studies.

## CRITICAL ILLNESS BENEFIT (Continued)

### B. BENEFITS DESCRIPTION. (Continued)

3. **Coronary Artery By-Pass Surgery.** The surgical operation to correct narrowing or blockage of one or more coronary arteries with by-pass grafts on the advice of a cardiologist registered in the United States. Angiographic evidence to support the necessity for this surgery will be required.

Coronary artery by-pass surgery does not include: abdominal aortic bypass; balloon angioplasty; laser embolectomy; atherectomy; stent placement; or other non-surgical procedures.

The date of diagnosis for Coronary Artery By-Pass Surgery is the date the actual coronary artery by-pass surgery occurs.

4. **Major Organ Transplant.** The surgical transplantation of a heart, lung, liver, pancreas, or kidney. The transplanted organ must come from a human donor.

The date of diagnosis for Major Organ Transplant is the date the actual surgery occurs for the covered transplant.

5. **End Stage Renal Failure.** The irreversible failure of both kidneys to perform their essential functions, with the covered person undergoing peritoneal dialysis or hemodialysis.

End stage renal failure does not include renal failure caused by a traumatic event, including surgical traumas.

The date of diagnosis for End Stage Renal Failure is the date renal dialysis first begins due to the irreversible failure of both kidneys to perform their essential functions.

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## OPTIONAL BENEFITS

### CANCER CRITICAL ILLNESS BENEFIT

**A. BENEFIT AMOUNT.** The benefit amount for each cancer critical illness is the percentage shown below for that cancer critical illness multiplied by the basic benefit amount shown on the Certificate Specifications page applicable to the covered person.

Cancer Critical Illness	Percentage of Basic Benefit Amount
Carcinoma in situ	25%
Invasive Cancer	100%

**B. BENEFIT DESCRIPTION.** The cancer critical illnesses are:

1. **Carcinoma In Situ.** A cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.

Carcinoma in situ includes:

- a. early prostate cancer diagnosed as stages A, I or II or equivalent staging; and
- b. melanoma not invading the dermis.

Carcinoma in situ does not include:

- a. other skin malignancies; or
- b. pre-malignant lesions (such as intraepithelial neoplasia); or
- c. benign tumors or polyps.

2. **Invasive Cancer.** A malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue.

Invasive Cancer includes Leukemia and Lymphoma.

Invasive cancer does not include:

- a. carcinoma in situ; or
- b. tumors in the presence of any human immuno-deficiency virus; or
- c. skin cancer other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic; or
- d. early prostate (stages A, I or II) cancer.

**C. DIAGNOSIS REQUIREMENTS.** A cancer critical illness must be diagnosed in one of two ways:

1. **Pathological diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology.
2. **Clinical diagnosis** means a clinical identification of cancer based on history, laboratory study and symptoms. We will pay benefits for a clinical diagnosis only if:
  - a. a pathological diagnosis cannot be made because it is medically inappropriate or life-threatening; and
  - b. there is medical evidence to support the diagnosis.

Clinical diagnosis of cancer shall be accepted as evidence that cancer exists in a covered person when a pathological diagnosis cannot be made, provided the medical evidence substantially documents the diagnosis of cancer and the covered person received definitive treatment for cancer. If the requisite pathological clinical diagnosis can only be made postmortem, liability shall be assumed retroactively beginning with the date of the terminal admission to the hospital for not less than 45 days before the date of death.

The date of diagnosis for cancer critical illness is the day the tissue specimen, culture and/or titer(s) are taken on which the first diagnosis of cancer is based.

Benefits will be paid for unrelated cancers diagnosed after the effective date of coverage.

## WAIVER OF PREMIUM BENEFIT

We will waive your premiums for this coverage if, while covered under the policy, you:

1. become disabled due to a critical illness for which a benefit is paid; and
2. remain disabled for at least 90 consecutive days.

After the 90<sup>th</sup> day, we will waive the premiums due for the first 90 days and each consecutive day thereafter you are disabled, until the earliest of:

1. the date you are no longer disabled; or
2. 2 years from the first day of disability; or
3. the date coverage ends according to the TERMINATION OF COVERAGE provision.

“Disabled” means you are:

1. unable to work; and
2. not working at any job for pay or benefits; and
3. under the care of a physician for the treatment of a covered critical illness. We will not require you to see or be under the care of a physician on a regular basis if it can be shown that you have reached your maximum point of recovery yet are still disabled as defined. We may at our own expense, require you to have an examination to verify continuing disability.

“Unable to work” means:

1. During the first 365 days of disability, you are unable to work at the occupation you were performing when your disability began.
2. During the second 365 days of disability, you are unable to work at any gainful occupation for which you are suited by education, training or experience.

This benefit is payable only for the disability of the insured employee or member. It does not apply to any other covered person. You must provide sufficient proof of disability at least once every 6 months, at our own expense.

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## CLAIM INFORMATION

### NOTICE OF CLAIM

We encourage you to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any benefit covered by the policy, or as soon as is reasonably possible. Notice given to us by, or on behalf of, you or the beneficiary at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687, or to any authorized agent of ours, with your name and certificate number, is notice to us.

The claim form can be requested from us. If the form is not received from us within 15 days of the request, written proof of claim may be sent to us without waiting for the form.

### FILING A CLAIM

You must complete all applicable sections of the claim form and then give it to your attending physician. The physician should complete his or her section statement of the form and send it directly to us.

### PROOF OF CLAIM

Written proof must be furnished to us within 180 days of each critical illness or payable loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless you are legally incapacitated.

### PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have you examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law. If it is determined, as the result of an autopsy, that you died as the result of one of the critical illnesses covered under this certificate, we will pay benefits due under the policy subject to the conditions described for each benefit and all other provisions of the policy.

### TIME OF PAYMENT OF CLAIMS

After receiving written proof of claim, we will pay all benefits then due under this certificate and we will make payment to you. Any amounts unpaid at your death may, at our option, be paid either to the named beneficiary or to your estate.

If benefits are payable to your estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$3,000, to someone related to you or your beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

### CHANGE OF BENEFICIARY

The right to change a beneficiary is reserved for you. Consent of the beneficiary or beneficiaries shall not be required to assign benefits or to change a beneficiary or beneficiaries, or to make any other changes in your coverage.

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

1. fraud; or
2. any error we make in processing a claim.

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

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

### UNPAID PREMIUM

Upon the payment of a claim under the policy, any unpaid premium may be deducted.

## **CLAIM INFORMATION (Continued)**

### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

1. the reason for denial; and
2. the policy provision that relates to the denial; and
3. your right to ask for a review of your claim; and
4. your right to submit any additional information that might allow us to change our decision.

You may, upon written request, have any reports that are not confidential. For a fee, we will make copies of those reports.

### **APPEALS PROCEDURE**

Prior to filing any lawsuit and within 60 days after denial of a claim, you or your beneficiary must appeal any denial of benefits under the policy by making a written request for review of the denial.

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## GLOSSARY

**Active Employment** or **Actively Employed** means that the covered person is working for his/her employer for earnings that are paid regularly and that the covered person is performing the material and substantial duties of his/her regular occupation. When used in connection with you:

1. you must be working at least the minimum number of hours as described under Eligible Class(es); and
2. you will be deemed to be in active employment on a day which is not one of your employer's scheduled work days only if you were actively employed on the preceding scheduled work day.

The covered person's work site must be:

1. the employer's usual place of business; or
2. an alternative work site at the direction of the employer; or
3. a location to which the covered person's job requires travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Calendar Year** means a consecutive 12 month period beginning on January 1st of each year and ending on December 31st of the same year.

**Covered Person** means any of the following:

1. any eligible family member (including you) named on the enrollment or evidence of insurability and acceptable for coverage by us; or
2. any eligible family member added by endorsement after the effective date; or
3. a newborn child.

**Critical Illness** means one of the critical illnesses described in the CRITICAL ILLNESS BENEFIT provision for which a benefit may be paid.

**Domestic Partner** means your same-sex or opposite-sex partner who is eligible for coverage provided that:

1. Both you and your same-sex or opposite-sex partner must be considered as domestic partners according to the law of your state of residence; or
2. If your state of residence has no domestic partnership laws, but the policyholder seeks to provide insurance benefits to domestic partners, you must satisfy the definition of domestic partner as defined by the policyholder; or
3. If your state of residence has no domestic partnership law and the policyholder has no domestic partnership definition, but the policyholder seeks to provide insurance benefits to domestic partners, then both you and your same-sex or opposite-sex partner must:
  - a. have resided together in the same permanent residence; and
  - b. be at least 18 years of age; and
  - c. intend to remain each other's sole domestic partner indefinitely; and
  - d. be emotionally committed to one another and share joint responsibilities for the common welfare and financial obligations of one another; or the domestic partner must be chiefly dependent upon you for care and financial assistance; and
  - e. not be legally married to or the legal domestic partner of anyone else; and
  - f. not be related by blood closer than would prohibit marriage under applicable state law.

If requested by us, satisfactory proof must be submitted that supports the domestic partner's eligibility for coverage.

**Employer** means the individual, company or corporation where the covered person is in active employment, and includes any division, subsidiary, or affiliated company of the employer.

**Evidence of Insurability** means a statement of your or your dependent's medical history which we will use to determine if he or she is approved for coverage. Evidence of insurability will be provided at such person's expense.

## GLOSSARY (Continued)

**Family Coverage** means coverage that includes you, your spouse or domestic partner and eligible children.

**Foster Child.** Means a minor (a) over whom a guardian has been appointed by the clerk of superior court of any county in North Carolina; or (b) the primary or sole custody of whom has been assigned by order of a court of competent jurisdiction. The term "placement" when used with reference to a foster child means the child is physically residing with you, and you have been appointed as guardian or custodian of the foster child. You have assumed the legal obligation for total or partial support of the foster child with the intent that the foster child reside with you on more than a temporary or short-term basis.

**Grace Period** means a period of 31 days following the premium due date during which premium payment may be made.

**Individual Coverage** means coverage that includes only you, as defined.

**Individual and Children Coverage** means coverage that includes only you, as defined, and eligible children.

**Individual and Spouse Coverage** means coverage that includes only you, as defined, and your eligible spouse or domestic partner.

**Initial Enrollment Period** means one of the following periods during which you may first apply, in writing, for coverage under the policy:

1. a period before the policy effective date as set by us and the policyholder if you are eligible for coverage on the policy effective date; or
2. the period ending 31 days after the date you are first eligible to apply for coverage if you become eligible for coverage after the policy effective date.

**Injury** means accidental bodily injury.

**Material and Substantial Duties** means duties that:

1. are normally required for the performance of the covered person's regular occupation; and
2. cannot be reasonably omitted or modified, except that if the covered person is required to work on average in excess of 40 hours per week. We will consider the covered person able to perform that requirement if he/she is working or has the capacity to work 40 hours per week.

**Payable Claim** means a claim for which we are liable under the terms of the policy.

**Physician** means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize you, or your domestic partner, spouse, children, parents, or siblings as a physician for a claim.

**Policy** means the policy of insurance issued by us to the policyholder.

**Policy Date** means the effective date of the policy.

**Policyholder** means the legal entity to whom the policy is issued.

**Re-enrollment Period** means a period of time as set by the policyholder and us during which you may apply, in writing, for coverage under the policy, or change coverage under the policy if you are currently enrolled.

**Sickness** means an illness or disease.

## GLOSSARY (Continued)

**Symptoms** mean the subjective evidence of disease or physical disturbance observed by a physician or other member of the medical profession, acting within the scope of their license.

**Temporary Layoff or Leave of Absence or Family and Medical Leave of Absence** means you are absent from active employment for a period of time that has been agreed to in advance in writing by your employer.

Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**Treatment** means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**We, Us** and **Our** mean American Heritage Life Insurance Company.

**You** and **Your** mean the named insured employee or member shown on the Certificate Specifications page who is a member of an eligible class as described in the policy and for whom premiums are remitted.

(This space intentionally left blank.)



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6687

(904) 992-1776

A Stock Company

**THIS IS A CRITICAL ILLNESS CERTIFICATE WHICH PROVIDES STATED BENEFITS  
ONLY FOR SPECIFIED SICKNESSES AND INJURIES OR OTHER BENEFITS THAT MAY BE ADDED.  
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### Endorsement

**This Endorsement is made part of the Policy and/or Certificate to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Policy, not inconsistent with this Endorsement.**

All references to the eligibility and termination of dependents are revised to the following:

Eligible dependents are:

1. your legal spouse or domestic partner; and
2. your children and your domestic partner's children.

A child is a person under age 26 who is:

1. your or your domestic partner's natural or adopted son or daughter, stepson or stepdaughter; or
2. a foster child who is placed with you or your domestic partner by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death.

If your domestic partner is a covered person, your domestic partner's coverage ends upon termination of the domestic partnership or your death.

Coverage for your child will end on the issue day of the month that follows when the child: (a) reaches age 26; or (b) otherwise does not meet the requirements of an eligible dependent.

Coverage does not end for an incapacitated dependent child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
3. is chiefly dependent upon you for support and maintenance.

Coverage for an incapacitated dependent child continues as long as the policy/certificate remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as often as may be required, but no more often than annually after the child's attainment of the limiting age for eligibility.

Domestic Partner means your same-sex or opposite-sex partner who is eligible for coverage provided that:

1. both you and your same-sex or opposite-sex partner must be considered as domestic partners according to the law of your state of residence; or
2. if your state of residence has no domestic partnership laws, you must satisfy the definition of domestic partner as defined by the policyholder.

Issue day means the same day of the month as the effective date of coverage.

All other requirements of the policy and/or certificate not specifically stated within this endorsement still apply.

Secretary



## ***Important Privacy Policy Notice***

At Allstate Benefits (“AB”), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information (“customer information”) that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we’ve asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

### **What do we do with your information?**

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

**What kind of customer information do we have, and where did we get it?**

Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

**How do we protect your customer information?**

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

**How can you find out what information we have about you?**

You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

AB  
 Policyholder Services (Privacy Section)  
 1776 American Heritage Life Drive  
 Jacksonville, FL 32224-6687

**If you are an Internet user ...**

Our website, [www.allstateatwork.com](http://www.allstateatwork.com), provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing [www.allstateatwork.com](http://www.allstateatwork.com), please be sure to read the Privacy Statement that appears there. To learn more, the [www.allstateatwork.com](http://www.allstateatwork.com) Privacy Statement provides information relating to your use of the website. This includes, for example:

- 1) our use of online collecting devices known as “cookies”;
- 2) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 3) who should use our website;
- 4) the security of information over the Internet;
- 5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact your agent or write us at:

AB  
 Policyholder Services (Privacy Section)  
 1776 American Heritage Life Drive  
 Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company	Holiday Life Insurance Company
Bluegrass Life Insurance Company	Kentucky Home Mutual
Acme United Insurance Company	Keystone State Life
SMA Life Assurance Company	National Guardian Life



Benefits

## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**EFFECTIVE APRIL 14, 2003**

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to maintain the privacy of our Plan's customers' Protected Health Information, to provide those customers with notice of our legal duties and privacy practices with respect to Protected Health Information, and to send notification to affected customers if there is a breach of unsecured Protected Health Information. If your state provides privacy protections that are more stringent than those provided by HIPAA, we will maintain your Protected Health Information in accordance with the more stringent state standard.

This Notice applies to "Protected Health Information" associated with "Health Plans" issued by American Heritage Life Insurance Company.

This Notice describes how we may use and disclose Protected Health Information to perform claims handling, payment, general insurance operations, and for other purposes that are permitted or required by law. Use or disclosure of your Protected Health Information for the purposes described in this Notice may be made in writing, orally, or by electronic means.

We are required to abide by the terms of this Notice. However, we may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all of your Protected Health Information that we maintain, including any information we created or received prior to issuing the new notice. If we make a material revision to our Privacy Notice, copies will be sent to you if you are then currently insured under our Plan.

Protected Health Information means information about you that is created or received by us and during the administration of coverage under the Plan, which identifies you or for which there is a reasonable basis to believe the information can be used to identify you and that relates to:

- 1) the past, present or future physical or mental health condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present or future payment for the provision of health care to the individual.

### **Uses and Disclosures of Protected Health Information With Your Written Authorization**

Except as described in the next section of this Notice, we will not use or disclose your Protected Health Information for any purpose unless you have signed a form authorizing the use or disclosure. For example, most uses and disclosures of psychotherapy notes, uses and disclosures of Protected Health Information for marketing purposes, and disclosures that constitute a sale of Protected Health Information will be made only with your authorization. You have the right to revoke that authorization in writing at any



time, except to the extent that we have already taken action in reliance on the authorization; or the authorization was obtained as a condition of obtaining coverage, to the extent that other law allows the insurer to contest a claim under the policy or the policy itself.

### **Uses and Disclosures of Protected Health Information Without Your Written Authorization**

**For Payment.** We may make use of and disclose your Protected Health Information without your written authorization as may be necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims or certify these services are covered under your Plan.

**For Plan Administrative Operations.** We may make use of and disclose your Protected Health Information without your written authorization as necessary for our Plan administrative operations. Plan administrative operations include our usual business activities, examples of which are management, licensing, peer review, quality improvement and assurance, enrollment, underwriting, reinsurance, compliance, auditing, rating, claims handling, complaint handling and other functions related to your Plan. We are prohibited from using or disclosing genetic information for underwriting purposes.

**To Individuals Involved In Your Care.** We may, without your written authorization, for the purposes of treatment, payment or Plan administrative operations, disclose the fact that you are covered under a Plan or that payment has been processed to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would not disclose any Protected Health Information which is not directly relevant to that person's involvement with your care or with payment for your care.

If you have designated a person to receive information regarding payment of the premium or pay premium via credit card, we may inform that person or credit card facility when your premium has not been paid or received by us.

We may also disclose limited Protected Health Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**To Our Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these may include, but are not limited to our duly appointed insurance agents, financial auditors, reinsurers, legal services, enrollment and billing services, claim payment and medical management services. We may provide access to your Protected Health Information without your written authorization to one or more of these outside persons or organizations who assist us with payment or Plan administrative operations. We require these business associates to appropriately safeguard the privacy of your information.

**To Plan Sponsors.** If you are enrolled in a group health plan, we may share summary health information with your employer, union, or other employee organization that sponsors and maintains the group health plan, for purposes of obtaining premium bids; or modifying, amending, or terminating the group health plan; or enrollment and disenrollment information. Summary health information excludes genetic information.

**For Other Products and Services.** We may contact you without your written authorization to provide information regarding Plan upgrades or additional benefits that may be of interest to you. For example, we may use the fact that you currently are insured under a Plan for the purpose of communicating to you about changes to our Plan or products that could enhance or add value to existing coverage.

**For Disclosure With Authorization.** Unless otherwise excluded in this notice, we will not disclose any other Protected Health Information to any person or entity not specifically mentioned elsewhere in this Notice without your express written authorization.

**For Other Uses and Disclosures.** We are permitted or required by law to make some other uses and disclosures of your Protected Health Information without your authorization. We may release your Protected Health Information:

- if required by law to a government authorized health oversight agency or company conducting audits, investigations, or civil or criminal proceedings.
- if required to do so by a court or administrative ordered subpoena or discovery request. In most cases you will have notice of such a release.
- for public health activities, such as required reporting of disease, injury, birth and death and for required public health investigations.
- as required by law if we suspect child abuse or neglect or if we believe you to be a victim of abuse, neglect or domestic violence.
- to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls.
- to law enforcement officials as required by law to report wounds, injuries or crimes.
- to coroners, medical examiners and/or funeral directors consistent with law.
- for a national security or intelligence activity or, if you are a member of the military, as required by the armed forces.
- to workers' compensation agencies or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

### **Your Rights**

**Right to Inspect and Copy Your Protected Health Information.** You may have access to our records that contain your Protected Health Information in order to inspect and obtain copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you desire access to your records, please obtain a record request form from our Privacy Officer and submit the completed form to our Privacy Office. If you request copies, we may charge you copying and mailing costs. If you request a copy of your Protected Health Information in electronic form, we will provide it to you electronically only if the record is readily producible in electronic form.

**Right to Amend Your Protected Health Information.** You have the right to request that we amend your Protected Health Information maintained in our enrollment, payment, claims adjudication and case or medical management records, or other records we use to make decisions about you. If you desire to amend these records, please obtain an amendment request form from our Privacy Officer and submit the completed form to our Privacy Office. We will comply with your request unless special circumstances apply. If your physician or other health care provider created the information that you desire to amend, you should contact the provider to amend the information.

**Right to an Accounting of the Disclosures of Your Protected Health Information.** Upon request, you may obtain an accounting of certain disclosures of your Protected Health Information made by us on or after April 14, 2003, excluding disclosures made earlier than six years before the date of your request. If you request an accounting more than once during any 12 month period, we will charge you a reasonable fee for the subsequent accounting statements.

**Right to Request Confidential Communications.** We will accommodate your reasonable request to receive communications of your Protected Health Information from us by alternative means of communication or at alternative locations if the request clearly states that disclosure of that information could endanger you.

**Right to Request Restrictions on Use and Disclosure of Your Protected Health Information.** You have the right to request restrictions on some of our uses and disclosures of your Protected Health Information to family members and others involved in your care or payment for care; or some of our uses and disclosures used to carry out treatment, payment, or Plan administrative operations, by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination of an agreed-to restriction by us, we will notify you of such termination, but the termination will only be effective for Protected Health Information we receive after we have notified you of the termination. You also have the right to terminate any agreed-to restriction by contacting us using the "Contact Information" provided at the end of this Notice.

**Personal Representatives.** You may exercise your rights through a personal representative who will be required to produce evidence of his or her authority to act on your behalf. Proof of authority may be made by a notarized power of attorney, a court order of appointment of the person as your legal guardian or conservator, or if you are the parent of a minor child. We reserve the right to deny access to your personal representative.

**Right to Receive Paper Copy of this Notice.** You may obtain a copy of this Notice. You may obtain a paper copy of this Notice even if you agreed to receive such notice electronically. Please contact us and we will mail it to you.

### **Complaints**

If you believe your privacy rights have been violated, you can file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the Plan, send it in writing to the "Contact Information" at the address listed at the end of this Notice. There will be no retaliation for filing a complaint.

You may obtain a copy of this Notice by writing to us at the contact address below.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, you may contact:

Allstate Benefits  
Attn: HIPAA Privacy Officer  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224

Or, you may telephone the Customer Care Center at 1-800-521-3535.

**NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE  
NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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

The North Carolina Life and Health Insurance Guaranty Association  
Post Office Box 10218  
Raleigh, North Carolina 27605-0218

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

**(please turn to back of page)**

## **COVERAGE**

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

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- a policy or contract commonly known as Medicare Part C or Part D or any regulations issued pursuant thereto.

## **LIMITS ON AMOUNT OF COVERAGE**

- (1) The act also limits the amount the association is obligated to pay out as follows: The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3), (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$500,000 with respect to basic hospital, medical and surgical insurance and major medical insurance.
- (4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

# **American Heritage Life Insurance Company**

A STOCK COMPANY

(called "we," "our," "us" or "Company")

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6688  
(904) 992-1776

## **NOTICE OF PROHIBITIONS**

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 SUCH 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.

## **NOTICE OF NON-INSURED BENEFITS**

FROM TIME TO TIME AMERICAN HERITAGE LIFE INSURANCE COMPANY OR ITS AGENTS OR BROKERS MAY OFFER OR PROVIDE CERTAIN PERSONS WHO APPLY FOR COVERAGE WITH THE COMPANY OR BECOME INSURED/ENROLLEES WITH THE COMPANY FOR GOODS OR SERVICES INCLUDING, BUT NOT LIMITED TO: IRS SECTION 125 CAFETERIA PLAN ADMINISTRATION, FLEXIBLE SPENDING ACCOUNT ADMINISTRATION, CONSOLIDATED BILLING AND PAYMENT, ENROLLMENT AND ENROLLMENT ADMINISTRATION, COBRA ADMINISTRATION, ALL FORMS, HANDBOOKS, DVDS ETC. RELATED TO THE ABOVE. IN ADDITION, THE COMPANY OR ITS AGENTS OR BROKERS MAY ARRANGE FOR THIRD PARTY SERVICE PROVIDERS TO PROVIDE THE SAME SERVICES AS OUTLINED ABOVE OR OTHER DISCOUNTED GOODS AND SERVICES (E.G. PHARMACEUTICALS, VISION, DENTAL) TO THOSE PERSONS WHO APPLY FOR COVERAGE WITH THE COMPANY OR WHO BECOME INSUREDS/ENROLLEES OF THE COMPANY. WHILE THE COMPANY OR ITS AGENTS OR BROKERS HAVE ARRANGED THESE GOODS, SERVICES AND/OR THIRD PARTY PROVIDER DISCOUNTS, THE THIRD PARTY SERVICE PROVIDERS ARE LIABLE TO THE APPLICANTS/INSUREDS/ENROLLEES FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES, UNLESS OTHERWISE REQUIRED BY LAW. THE COMPANY OR ITS AGENTS OR BROKERS ARE NOT RESPONSIBLE FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES NOR IS IT LIABLE FOR THE FAILURE OF THE PROVISION OF THE SAME, UNLESS OTHERWISE PROVIDED BY LAW. FURTHER, THE COMPANY OR ITS AGENTS OR BROKERS ARE NOT LIABLE TO THE APPLICANTS/INSUREDS/ENROLLEES FOR THE NEGLIGENT PROVISION OF SUCH GOODS AND/OR SERVICES BY THIRD PARTY SERVICE PROVIDERS, UNLESS OTHERWISE PROVIDED BY LAW.

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

Jacksonville, Florida  
(the "Company")

Amendment No. [1] to Group Policy No. [G-00000]  
issued to

[ABC Company]  
(the "Policyholder")

It is hereby agreed that, effective [January 1, 2017], the Group Policy is amended as follows:

I. The "Eligible Classes" of the POLICY SPECIFICATIONS is deleted in its entirety and replaced with the following:

[All full-time active employees working at least [30] hours per week, or retirees who immediately prior to their retirement were employees of the Employer and designated as an eligible retiree by such Employer].

II. The definitions of ["Active Employment or Actively Employed",] "Eligibility Waiting Period", and "Employee" of the GLOSSARY are each revised to add the following:

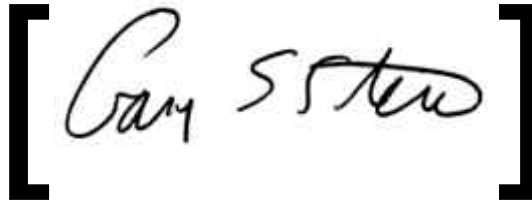
For the purpose of this definition, the term "employee" does not include a retiree.

III. The definition of "Retiree" is added to the GLOSSARY as follows:

**Retiree** means a former employee of the Employer who [was an active, full-time employee prior to retirement] and satisfies the Employer's criteria for retiree coverage under this policy.

IV. All references to "employee", other than those stated above, are revised to include the term "retiree".

[This Amendment will be attached to and form a part of the Group Policy, and will not be held to alter or affect any of the terms of such Policy other than as specifically stated, but not unless the Company has executed this amendment.



Secretary]

[This Amendment will be attached to and form a part of the Group Policy, and will not be held to alter or affect any of the terms of such Policy other than as specifically stated, but not unless both the Company and the Policyholder have executed this Amendment.

Signed on \_\_\_\_\_  
(Date)

Signed on \_\_\_\_\_  
(Date)

**AMERICAN HERITAGE  
LIFE INSURANCE COMPANY**

**[XYZ COMPANY, INC.]**

by \_\_\_\_\_  
(Signature of Officer) (Title)

by \_\_\_\_\_  
(Authorized Representative) (Title)]



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida  
(the "Company")

## ENDORSEMENT

**This Endorsement is made part of the Certificate to which it is attached [and is effective as of [xx/xx/xx], or the Effective Date, whichever is later]. It is subject to all of the provisions, limitations and exclusions of the Policy, not inconsistent with this Endorsement.**

- I. The "Effective Date of Coverage" provision of the GENERAL PROVISIONS section is deleted and replaced with the following:

Your coverage will be effective at 12:01 a.m. on the effective date shown [on page 3] [provided you are actively employed on that date][or][provided you are a retiree under the Employer's eligibility criteria on that date].

[For employees who are not retirees, if you are not actively employed on that date due to disability, injury, sickness, temporary layoff, leave of absence or Family and Medical Leave of Absence, coverage begins on the date you return to active employment. This applies to your initial coverage, as well as any increase or addition to coverage that occurs after your initial coverage is effective.]

For any change in coverage [that is subject to evidence of insurability], the change in coverage is effective on the date we approve such change.

[For any change in coverage that is not subject to evidence of insurability, the change in coverage is effective on the date we receive such request for change.]

- II. The bullet number 3 in the "Termination of Coverage" provision of the GENERAL PROVISIONS section is revised to add the following:

3. for employees who are not retirees, the last day you are [actively employed with your employer] [or] [a member in good standing in the labor union, association or other entity] that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or

- III. The "Temporary Layoff, Leave of Absence or Family and Medical Leave of Absence" provision of the GENERAL PROVISIONS section is deleted in its entirety and replaced with the following:

For employees who are not retirees, if you cease [active employment] [or] [membership in the union or association] because of a temporary layoff or leave of absence while coverage is in force, we will continue your coverage in accordance with the personnel practices of the policyholder, if premium payments continue and the policyholder approved your leave in writing. Coverage will be continued for [3 months] following the date you ceased [active employment] [or] [membership in the union or association].

If your coverage ends while on a Family and Medical Leave of Absence, your coverage will be reinstated when you return to active status.

We will not:

1. apply a new pre-existing condition exclusion[; or
2. require evidence of insurability].

IV. The definitions of ["Active Employment or Actively Employed"], "Employee" and "Employer" in the GLOSSARY are deleted in their entirety and replaced with the following:

**[Active Employment or Actively Employed** means (unless you are a retiree) you are working for your employer for earnings that are paid regularly and that you are performing the material and substantial duties of your own occupation. For the purposes of this coverage:

1. you must be working at least the minimum number of hours as described under Eligible Class(es); and
2. you will be deemed to be in active employment on a day which is not your employer's scheduled work days only if you were an active employee on the preceding scheduled work day.

Your work site must be:

1. your employer's usual place of business; or
2. an alternative work site at the direction of your employer; or
3. a location to which your job requires you to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. [Temporary and seasonal workers are excluded from coverage.]

**Employee** means a person who is a citizen or resident of the United States or Canada [in active employment with his or her employer][or][employed by the policyholder][, or (2) a retiree].

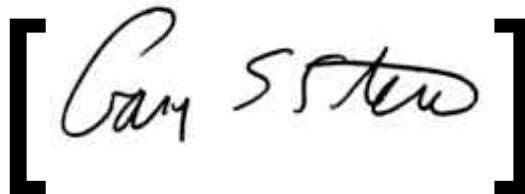
**Employer** means the individual, company or corporation where the covered person is [in active employment] [employed][, or was employed prior to retirement] and includes any division, subsidiary, or affiliated company of the employer.

IV. The definition of "Retiree" is added to the GLOSSARY as follows:

**Retiree** means a former employee of the Employer who [was an active, full-time employee prior to retirement] and satisfies the Employer's criteria for retiree coverage under the policy.

V. All references to "employee", other than those stated above, are revised to include the term "retiree".

All other requirements of the certificate not specifically stated within this endorsement still apply.



Secretary