

**Group Critical Illness  
Insurance Certificate**

**INTEGRIS Health, Inc.**



## IMPORTANT NOTICES

### VOLUNTARY GROUP CRITICAL ILLNESS

If you reside in one of the following states, please read the important notice applicable to you.

#### Arizona residents:

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

#### California residents:

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

#### Colorado residents:

**THIS IS A SUPPLEMENTAL POLICY THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS POLICY CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS POLICY CAREFULLY TO AVOID A DUPLICATION OF COVERAGE.**

#### Connecticut residents:

**CAUTION! THIS CERTIFICATE PROVIDES LIMITED COVERAGE. IT IS NOT A MAJOR MEDICAL CERTIFICATE. Read it carefully. It only pays benefits for diagnosis of specified diseases.**

**EXCLUSIONARY WAIVER:** The Subscriber and the Employee acknowledge that this Certificate does not cover nor provide benefits for any Covered Loss described in the Exclusions and Limitations section.

#### Florida residents:

**The benefits of the policy providing your coverage are governed primarily by the laws of a state other than Florida.**



Louisiana residents:

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

Nevada residents:

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

TL-00-6000.NV

New Mexico residents:

**This type of plan is NOT considered “minimum essential coverage” under the Affordable Care Act and therefore does NOT satisfy the individual mandate that you have health insurance coverage. If you do not have other health insurance coverage, you may be subject to a federal tax penalty. Please consult your tax advisor.**

TL-00-6000a.NM

North Carolina residents:

**This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but it is issued under a group master policy located in another state and may be governed by that state’s law.**



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

**Texas residents:**

**THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**





**Life Insurance Company of North America**  
**1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235**  
**A Stock Insurance Company**

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**GROUP CRITICAL ILLNESS CERTIFICATE**

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

We, the Life Insurance Company of North America, have issued a Group Policy, CI960436 to Trustee of the Group Insurance Trust for Employers in the Services Industry.

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

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

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



Matthew G. Manders, President

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

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

**THIS IS A CRITICAL ILLNESS ONLY POLICY.  
BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

Series 1.1

GCI-00-CE1000.00



**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE NUMBER</b>
SCHEDULE OF BENEFITS .....	1
SCHEDULE OF BENEFITS FOR CLASS 1.....	2
GENERAL DEFINITIONS.....	5
DESCRIPTION OF BENEFITS .....	12
ELIGIBILITY .....	14
ENROLLMENT.....	14
EFFECTIVE DATE PROVISIONS.....	14
DEFERRED EFFECTIVE DATE PROVISIONS .....	16
TERMINATION OF INSURANCE .....	17
CONTINUATION OF INSURANCE PROVISIONS.....	17
PORTABILITY PROVISIONS .....	18
EXCLUSIONS .....	19
CLAIM PROVISIONS.....	20
ADMINISTRATIVE PROVISIONS .....	22
GENERAL PROVISIONS.....	23
HEALTH SCREENING BENEFIT RIDER .....	25
DOMESTIC PARTNER/CIVIL UNION PARTNER RIDER .....	27
MODIFYING PROVISIONS AMENDMENT .....	32

GCI-00-CE1000.00



## SCHEDULE OF BENEFITS

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

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

**Covered Classes:**

Class 1	All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week, who are United States citizens or permanent resident aliens, regularly working in the United States.
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The following pages contain a Schedule of Benefits for each class of eligible Employees. For an explanation of these benefits, please see the *Description of Benefits* section.

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**SCHEDULE OF BENEFITS FOR CLASS 1**

**Subscriber:** INTEGRIS Health, Inc.

**Effective Date of Subscriber:** September 1, 2017

**Minimum Subscriber Participation Requirements:**

10% of eligible Employees or 10 enrolled employees, whichever is greater

**Eligibility Waiting Period:**

First of month after 30 days from date of hire or Active Service. Credit will be given for the period of time of Active Service before the Policy effective date.

**Waiting Period:** 0 days

**BENEFITS FOR COVERED PERSONS**

**EMPLOYEE BENEFITS**

**Critical Illness Benefit**

Voluntary Benefit:

Benefit Amount	\$10,000, \$20,000, or \$30,000
Guaranteed Issue	\$30,000
Maximum Benefit	\$30,000

Additional Benefit Amount	The Benefit Amount shown, available after 100% of the Benefit Amount has been paid.
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**Continuation Options**

Applicable Coverage(s)	Critical Illness Benefits for the Employee, His Spouse and Dependent Child
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For Family Medical Leave Maximum Benefit Period	the later of the period of the approved FMLA leave or the leave period required by law in the state in which the Employee is employed
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For Leave of Absence Maximum Benefit Period	up to 90 days
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For Temporary Layoff Maximum Benefit Period	up to 3 months
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**Portability**

Portable Period	Coverage continues to age 100
Amount of Portable Insurance	100%
Coverage(s) that may be ported	Employee, Spouse, Dependent Child
Benefit(s) that may be ported	All
Maximum Age	70

**Health Screening Benefit Rider**

Benefit Amount:	\$50 per day
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**SPOUSE BENEFITS**

**Critical Illness Benefit**

Voluntary Benefit:	
Benefit Amount	50% of Employee Benefit Amount
Guaranteed Issue	\$15,000
Maximum Benefit	\$15,000
 Additional Benefit Amount	 The Benefit Amount shown, available after 100% of the Benefit Amount has been paid.
 <b>Health Screening Benefit Rider</b>	
Benefit Amount:	\$50 per day

**DEPENDENT CHILD BENEFITS**

**Critical Illness Benefit**

Voluntary Benefit:	
Benefit Amount	25% of Employee Benefit Amount
Maximum Benefit:	\$7,500
 Additional Benefit Amount	 The Benefit Amount shown, available after 100% of the Benefit Amount has been paid.
 <b>Health Screening Benefit Rider</b>	
Benefit Amount:	\$50 per day

**COVERED CONDITIONS**

<b>Critical Illness(es)</b>	<b>Percentage of Benefit Amount</b>
Cancer Diagnosis	100%
Heart Attack Diagnosis	100%
Stroke Diagnosis	100%
Major Organ Failure Diagnosis	100%
End Stage Renal (Kidney) Failure Diagnosis	100%
Amyotrophic Lateral Sclerosis (ALS) Diagnosis	100%
Blindness Diagnosis	100%

Paralysis Diagnosis	100%
Occupational HIV Diagnosis	100%
Carcinoma in Situ Diagnosis	25%
Coronary Artery Disease Diagnosis	25%

**PREMIUM INFORMATION**

**INITIAL PREMIUM**

Premium: Refer to your Plan and Rate Confirmation as provided at time of enrollment or application

Contribution(s): The cost of coverage is paid by the Employee

**PREMIUM DUE DATES**

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

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

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## **GENERAL DEFINITIONS**

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

### **Active Service**

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

1. one of the Employer's scheduled work days on which the Employee is performing His regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than disability or sick leave after 7 days, only if the Employee was in Active Service on the preceding scheduled workday.

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

1. Inpatient in a Hospital, receiving hospice or confined in a rehabilitation or convalescence center or custodial care facility or receiving Outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for Sickness or Injury;
3. receiving disability benefits from any source due to his or her Sickness or Injury, Totally Disabled; or
4. unable to perform any of the activities of daily living (i.e. mobility, transferring, feeding, dressing, toileting) without human supervision or assistance.

### **Age**

A Covered Person's Age, for purposes of premium calculations, is His Age attained on the date coverage becomes effective for Him under this Policy. A Covered Person's Age, for purposes of changes in rates due to age or age-based terminations is his Age on the Policy Anniversary Date coinciding with or following the Covered Person's birthday. For all other purposes, a Covered Person's Age is his Age as of his last birthday.

### **Amyotrophic Lateral Sclerosis (ALS or Lou Gehrig's disease)**

A motor neuron disease, marked by muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.

### **Blindness**

Clinically proven irreversible reduction of sight in both eyes, with either:

1. sight in the better eye reduced to a best corrected visual acuity of less than 6/60 (Metric Acuity) or 20/200 (Snellen or E-Chart Acuity); or
2. visual field restriction to 20° or less in both eyes.

### **Benefit Waiting Period**

The period of time, shown in the *Schedule of Benefits*, immediately following the effective date of the Covered Person's coverage. No benefits will be paid under the *Schedule of Benefits* for a Covered Loss that occurs during the Benefit Waiting Period.

### **Cancer**

A disease which is identified by the presence of malignant cells or a malignant tumor characterized by the uncontrolled and abnormal growth and spread of invasive malignant cells. The term Cancer does not include:

1. pre-malignant conditions or conditions with malignant potential;
2. Carcinoma in Situ;
3. basal cell carcinoma and squamous cell carcinoma of the skin, unless metastatic disease develops; or
4. melanoma that is diagnosed as Clark's Level I or II or Breslow less than 0.75mm, or melanoma in situ.

<b>Carcinoma in Situ</b>	<p>A malignant tumor which has not yet become invasive but is confined only to the superficial layer of cells from which it arose. The term Carcinoma in Situ does not include:</p> <ol style="list-style-type: none"> <li>1. pre-malignant conditions or conditions with malignant potential;</li> <li>2. basal cell carcinoma and squamous cell carcinoma of the skin; or</li> <li>3. melanoma or melanoma in situ.</li> </ol>
<b>Certificate</b>	<p>The Certificate, including the Certificate Schedule, amendments, riders and supplements, if any, is a written statement prepared by Us to set forth a summary of:</p> <ol style="list-style-type: none"> <li>1. benefits to which the Covered Person is entitled;</li> <li>2. to whom the benefits are payable; and</li> <li>3. limitations or requirements that may apply.</li> </ol>
<b>Clinical Diagnosis</b>	<p>A diagnosis that is based on the study of symptoms. This type of diagnosis applies only when:</p> <ol style="list-style-type: none"> <li>1. a Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening; and</li> <li>2. there is medical evidence to support the diagnosis; and</li> <li>3. a Physician is treating the Covered Person for Cancer and/or Carcinoma in Situ.</li> </ol>
<b>Coronary Artery Disease</b>	<p>Heart disease or angina that has been clinically diagnosed and requires the Covered Person to undergo Coronary Artery Bypass Surgery, which is a surgical procedure to bypass a narrowing or blockage of one or more coronary arteries utilizing venous or arterial grafts. Angiographic evidence to support the necessity for this surgical procedure will be required. Coronary Artery Bypass Surgery does not include percutaneous coronary intervention (balloon angioplasty, stent implantation or related procedures to increase the flow of blood through the coronary arteries).</p>
<b>Covered Loss</b>	<p>A loss that is:</p> <ol style="list-style-type: none"> <li>1. one of the Covered Conditions specified in the <i>Schedule of Benefits</i> and included in the <i>Description of Coverages</i>; and</li> <li>2. suffered by the Covered Person within the applicable time period described in this Policy.</li> </ol>
<b>Covered Person</b>	<p>An eligible person, as defined in the <i>Schedule of Benefits</i>, who is enrolled and for whom Evidence of Insurability, where required, has been accepted by Us, required premium has been paid when due and coverage under this Policy remains in force.</p>
<b>Critical Illness</b>	<p>ALS, Blindness, Cancer and Carcinoma in Situ, Coronary Artery Disease, End Stage Renal (Kidney) Failure, Heart Attack, Major Organ Failure, Occupational HIV, Paralysis, and Stroke.</p>
<b>Date of Diagnosis</b>	<p>For:</p> <p>Amyotrophic Lateral Sclerosis (ALS), the date a Physician makes a diagnosis based on generally accepted principles of medicine in the United States at the time of the diagnosis is made.</p> <p>Blindness, the date the ophthalmologist makes an accurate certification of Blindness.</p> <p>Cancer or Carcinoma in Situ, the date the tissue specimen, blood samples and/or titer(s) are taken on which the diagnosis of Cancer or Carcinoma in Situ is based.</p>

The Date of Diagnosis for Cancer includes the recurrence or metastasis of a previously diagnosed Cancer as long as the Insured has not undergone any form of treatment for the previously Diagnosed Cancer for a period of 60 months prior to the Date of Diagnosis for Cancer that occurs while coverage is in force. "Treatment" does not include any form of pharmacotherapy which is used to improve or maintain general physical condition or health or which is used for routine, long term, or maintenance care that is provided after the resolution of the acute medical problem and is not expected to provide significant therapeutic improvement. "Treatment" also does not include routine examinations to verify whether Cancer has returned.

Coronary Artery Disease, the date the Coronary Artery Bypass Surgery occurs.

End Stage Renal (Kidney) Failure, the date on which a Physician recommends that the Covered Person begin renal dialysis.

Heart Attack, the date that the ischemic death of a portion of the heart muscle occurred based on the criteria listed in the Heart Attack definition.

Major Organ Failure, the date the transplant surgery occurs.

Occupational HIV, the date of a positive antibody HIV test, as described in the Occupational HIV definition.

Paralysis, the date a Physician makes a diagnosis based on clinical and/or laboratory findings as supported by the Covered Person's medical records.

Stroke, the date the cerebrovascular event occurs, as confirmed by a Physician:

- a. using neuroimaging studies or lumbar puncture (spinal tap); or
- b. upon clinical evidence of signs, symptoms, and finding, including neurological deficits, consistent with a cerebrovascular event.

### **Dependent Child**

An Employee's child who meets the following requirements:

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

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

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. stepchild who resides with the Employee and is financially dependent upon the Employee;
4. child for whom the Employee is the court-appointed legal guardian and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.;
5. a child of the Employee's Domestic Partner/Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee.

### **Eligibility Waiting Period**

The cumulative period of time during a continuous period of employment that an Employee must be in Active Service in order to be eligible for coverage under the Policy. It will be extended by the number of days the Employee is not in Active Service.

<b>Employee</b>	For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.
<b>Employer</b>	The Subscriber and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.
<b>End Stage Renal (Kidney) Failure</b>	Chronic irreversible failure of the function of both kidneys, such that regular hemodialysis or peritoneal dialysis is required to sustain life.
<b>Full-time</b>	Full-time means the number of hours set by the Employer as a regular work week for Employees in the Employee's eligibility class.
<b>Furlough</b>	A temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance not to exceed 30 days at a time.
<b>Heart Attack</b>	<p>An identifiable clinical event consistent with a heart attack:</p> <ol style="list-style-type: none"> <li>1. which has at least two of the following three: <ol style="list-style-type: none"> <li>a. typical chest pain.</li> <li>b. electrocardiographic (EKG) changes indicative of myocardial infarction. In the case of myocardial infarction associated with percutaneous coronary intervention (balloon angioplasty, stent implantation, and related procedures to increase the flow of blood through the coronary arteries), evolving ST elevations or new Q wave changes must be documented and included as one of the criteria on establishing a diagnosis.</li> <li>c. elevation of biochemical markers of myocardial necrosis.</li> </ol> </li> <li>2. and that results in some permanent functional loss of heart contraction detectable by a regional contraction abnormality study on an imaging study.</li> </ol> <p>In the event of death, an autopsy confirmation and/or death certificate identifying myocardial infarction as the cause of death will be accepted.</p>
<b>He, His, Him, Himself</b>	Refers to any individual, male or female.
<b>Hospital</b>	<p>An institution that meets all of the following:</p> <ol style="list-style-type: none"> <li>1. It is licensed as a Hospital pursuant to applicable law.</li> <li>2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons.</li> <li>3. It is managed under the supervision of a staff of Physicians.</li> <li>4. It provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.).</li> <li>5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available to it on a prearranged basis and</li> <li>6. It charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational, hospice or skilled nursing care; or</li> <li>2. the aged, drug addicts or alcoholics.</li> <li>3. A facility primarily or solely providing psychiatric services to mentally ill patients.</li> </ol>
<b>Initial Open Enrollment Period</b>	The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for coverage under this Policy. This period must be agreed upon by the Employer and Us.

<b>Injury</b>	Any accidental loss or bodily harm.
<b>Inpatient</b>	A Covered Person who is charged and confined for at least one full day's Hospital room and board.
<b>Insurability Requirement</b>	Evidence of good health that is submitted by the Eligible Person and is satisfactory to Us before the coverage subject to this requirement becomes effective. An eligible person satisfies the insurability requirement on the day We agree in writing to accept him as insured for the amount subject to this requirement. We may require that the evidence of good health be provided at the eligible person's expense.
<b>Major Organ Failure</b>	<p>The first day of hospitalization for the surgical transplantation of a liver, lung or lungs, pancreas, kidney or heart. The transplanted organ must come from a human donor.</p> <p>If the Covered Person has a combination transplant (i.e. heart and lung), a single benefit amount will be payable.</p>
<b>Nurse</b>	<p>licensed graduate registered nurse (R.N.), a licensed practical nurse (L.P.N.), or a licensed vocational nurse (L.V.N.) who is not:</p> <ol style="list-style-type: none"> <li>1. employed or retained by the Employer;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Occupational Human Immunodeficiency Virus (Occupational HIV)</b>	<p>Diagnosis of Human Immunodeficiency Virus (HIV) infection resulting from an accidental exposure to HIV-contaminated body fluids.</p> <p>The accidental exposure must occur during the normal course of duties for the occupation in which the Covered Person is regularly engaged.</p> <p>The HIV infection must result from accidental exposure to HIV-contaminated body fluids during the normal course of performing an occupation for which remuneration is earned.</p> <p>The contact with the HIV-contaminated body fluids must occur while the Covered Person's coverage under this Policy is in force.</p> <p>To qualify as Occupational HIV, these requirements apply:</p> <ol style="list-style-type: none"> <li>1. within five days of the accidental exposure, a report or recording is provided to the appropriate person according to the legislation, regulations, standards or guidelines that apply to the Covered Person's occupation or profession;</li> <li>2. the accidental exposure is investigated and a written investigation report is provided to Us by the Covered Person's Employer;</li> <li>3. a confirmatory antibody HIV test is taken within 5 days of the accidental exposure and HIV is not present;</li> <li>4. all HIV tests are performed by a state certified and licensed laboratory; and</li> <li>5. a follow-up confirmatory antibody HIV test is taken, between 90 days and 180 days after the accidental exposure, and the result is positive.</li> </ol> <p>Occupational HIV does not include any HIV infection:</p> <ol style="list-style-type: none"> <li>1. that results from intravenous drug use;</li> <li>2. that results from sexual transmission; and</li> <li>3. determined not to have been accidental.</li> </ol>

<b>Outpatient</b>	A Covered Person who receives medical tests, treatment, or services from an Ambulatory Surgical Center, Hospital, lab, medical clinic, Physician's office, or radiologic center and is not confined for a day's room and board.
<b>Paralysis</b>	The complete, irreversible and permanent loss of the use of two or more limbs due to a disease, as diagnosed by a Physician.
<b>Pathological Diagnosis</b>	A diagnosis that is 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 up by the American Board of Pathology.
<b>Pathologist</b>	A Physician who is board-certified in the practice of pathological anatomy by the American Board of Pathology. Pathologist also means an osteopathic pathologist who is certified by the Osteopathic Board of Pathology.
<b>Physician</b>	A licensed medical, osteopathic or podiatric practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer medication and to perform surgery that is appropriate for the condition and locality and who is not: <ol style="list-style-type: none"> <li>1. employed or retained by the Subscriber;</li> <li>2. living in the Covered Person's household; or</li> <li>3. a parent, sibling, spouse or child of the Covered Person.</li> </ol>
<b>Sickness</b>	A physical or mental illness.
<b>Spouse</b>	The Employee's lawful spouse who is at least Age 18 but not yet Age 70. Except for purposes of determining initial eligibility, the term includes a spouse who is widowed or divorced or legally separated from an Employee.
<b>Stroke</b>	A cerebrovascular event resulting in: <ol style="list-style-type: none"> <li>a. damage of brain tissue as a result of ischemia or hemorrhage and confirmed by findings on neuroimaging studies, including Brain CT, MRI, MRA or similar diagnostic study, or a lumbar puncture (spinal tap); or</li> <li>b. at least 96 hours after the event: <ol style="list-style-type: none"> <li>1. clinical evidence of persistent neurological deficits diagnosed by a Physician; or</li> <li>2. confirmatory findings on neuroimaging studies, including Brain CT, MRI, MRA, or similar diagnostic study, or lumbar puncture (spinal tap) consistent with a cerebrovascular event.</li> </ol> </li> </ol> <p>Stroke does not include:</p> <ol style="list-style-type: none"> <li>1. transient ischemic attack;</li> <li>2. brain injury related to trauma or infection;</li> <li>3. brain injury associated with hypoxia, anoxia or hypotension;</li> <li>4. vascular disease affecting the eye or optic nerve; or</li> <li>5. ischemic disorders of the vestibular system.</li> </ol> <p>In the event of death, an autopsy confirmation and/or death certificate identifying Stroke as defined in the Policy as the cause of death will be accepted.</p>
<b>Subscriber</b>	Any participating organization that subscribes to the Trust to which this Policy is issued.
<b>Temporary Layoff</b>	A temporary suspension of Active Service with a separation from employment, for a period of time determined in advance by the Employer, other than a Furlough. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as a termination of employment.

**Totally Disabled  
or Total Disability**

Either:

1. the inability of the Covered Person who is currently employed to do any type of work for which He is or may become qualified by reason of education, training or experience;  
or
2. the inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

**Trust**

The Group Insurance Trust for Employers named on the face page of this Policy.

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

Life Insurance Company of North America.

GCI-00-1200a.00

## **DESCRIPTION OF BENEFITS**

We will pay the following Critical Illness Benefits to a Covered Person for those Critical Illnesses shown in the *Schedule of Benefits* that are diagnosed while coverage is in force, subject to the conditions and limitations set forth below, and the terms, conditions, limitations and exclusions applicable to all coverage under the Policy.

### **Conditions for All Benefit Payments**

The Critical Illness Benefit for a Critical Illness will only be payable if:

1. the Date of Diagnosis occurs after the Waiting Period, if applicable;
2. the Date of Diagnosis occurs while the Covered Person's coverage under this Policy is in force;
3. the Critical Illness satisfies the definition for that condition; and
4. payment is not precluded by any general or specific exclusion or limitation set forth in the Certificate, or by any failure to meet any condition set forth in the Policy.

### **CRITICAL ILLNESS BENEFIT**

We will pay a Critical Illness Benefit to a Covered Person for the Diagnosis of those Critical Illnesses, shown in the *Schedule of Benefits*, that are diagnosed while coverage is in force, subject to the Conditions for All Benefit Payments and the Benefit Limitations provisions.

#### **Critical Illness Benefit Amount**

The amount of the Critical Illness Benefit is the Benefit Amount multiplied by the applicable Percentage of the Benefit Amount for the Diagnosis of the Critical Illness shown in the *Schedule of Benefits*.

The Benefit Amount is the sum shown in the *Schedule of Benefits* used to determine the amount payable for a Critical Illness Benefit.

If a payable Critical Illness Benefit is less than 100% of the Benefit Amount for one Critical Illness shown in the *Schedule of Benefits*, the remaining Benefit Amount is available for payment for a subsequent and different diagnosed Critical Illness shown in the *Schedule of Benefits*. The amount payable for a subsequent and different Critical Illness is the Benefit Amount multiplied by the Percentage of Benefit Amount for the Diagnosis of that Critical Illness subtracted from the remaining Benefit Amount.

### **ADDITIONAL CRITICAL ILLNESS BENEFIT**

We will pay an Additional Critical Illness Benefit to a Covered Person for the Diagnosis of those Critical Illnesses, shown in the *Schedule of Benefits*, that are diagnosed while coverage is in force, subject to the Conditions for All Benefit Payments, the Conditions for Additional Critical Illness Benefit, and the Benefit Limitations provisions.

#### **Additional Critical Illness Benefit Amount**

The Additional Critical Illness Benefit Amount is the Additional Benefit Amount multiplied by the Percentage of Benefit Amount for the Diagnosis of the Critical Illness shown in the *Schedule of Benefits*.

The Additional Benefit Amount is the sum shown in the *Schedule of Benefits* used to determine the amount payable for an Additional Critical Illness Benefit.

#### **Conditions for Additional Critical Illness Benefit**

The Additional Critical Illness Benefit for a Critical Illness will only be payable if:

1. 100% of the Benefit Amount has been paid;
2. the diagnosed Critical Illness is subsequent and different from those Critical Illnesses for which a Critical Illness Benefit has already been paid; and
3. the subsequent and different Critical Illness is diagnosed after 180 days from the Date of Diagnosis of the last Critical Illness payable under the Benefit Amount.



**BENEFIT LIMITATIONS**

These limitations apply to Our payments under the Critical Illness Benefit and Additional Critical Illness Benefit:

1. No more than one Benefit Amount and one Additional Benefit Amount will ever be paid per Covered Person.
2. We will pay the benefit for Coronary Artery Disease and Carcinoma in Situ only once per lifetime per Covered Person.

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## **ELIGIBILITY**

### **Employee**

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

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

### **Spouse and Dependent Children**

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

## **ENROLLMENT**

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

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

During the Initial Open Enrollment Period, an Employee, His eligible Spouse or Dependent Child may become insured under the coverage provided by this Policy for a benefit up to this Policy's Guaranteed Issue amount, as shown in the *Schedule of Benefits*, without satisfying any Evidence of Insurability. Any Employee who is not in Active Service on the date His coverage would otherwise become effective under this Policy, may not become covered under this Policy until He returns to Active Service.

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

## **EFFECTIVE DATE PROVISIONS**

### **Policy Effective Date**

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

### **Subscriber Effective Date**

Insurance becomes effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the initial premium when due. Insurance for the Subscriber becomes effective on the Effective date of Subscriber Participation as long as the Minimum Participation Requirements shown in the *Schedule of Benefits* have been satisfied.

### **Effective Date for Individuals (*Newly Eligible and Life Status*)**

#### **Voluntary Benefit**

For all Employee coverage up to the Guaranteed Issue amount, Evidence of Insurability is not required. For all Employee coverage in excess of the Guaranteed Issue amount, Evidence of Insurability is required.

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

1. the effective date of the Subscriber's participation under this Policy;
2. the date We or the Employer receive the Employee's completed enrollment form;
3. the first of the month following the date We receive the Employee's completed enrollment form.

For all Spouse coverage up to the Guaranteed Issue amount, Evidence of Insurability is not required. For all Spouse coverage in excess of the Guaranteed Issue amount, Evidence of Insurability is required.

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

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

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

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

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

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

### **Effective Date of Changes**

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

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class,

will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

### **Benefit Reduction**

An Employee may reduce benefits on Himself, Spouse or Dependent Child under this Policy at any time. A benefit reduction, other than requested at an Annual Re-enrollment, will be effective on the date the Insurance Company receives the completed change form. A request for a benefit reduction received during an Annual Re-enrollment will become effective on the Policy anniversary following the enrollment period.

## **DEFERRED EFFECTIVE DATE PROVISIONS**

### **Active Service**

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

### **Annual Re-Enrollment and Life Status Change**

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

### **Life Status Change**

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

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

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

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

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

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

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

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

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

For all Employee, Spouse and Dependent Child coverage up to the Guaranteed Issue amount, Evidence of Insurability is not required. For all Employee and Spouse coverage in excess of the Guaranteed Issue, Evidence of Insurability is required.

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

Coverage in excess of the Guaranteed Issue amount will be effective on the later of:

1. the effective date of this Policy's anniversary following the enrollment period, if the Employee's and Spouse's Evidence of Insurability is approved by Us prior to the effective date of this Policy's anniversary;
2. the date We approve the Employee's and Spouse's completed Evidence of Insurability form;
3. the first of the month following the date We approve the Employee's and Spouse's Evidence of Insurability form.

### **TERMINATION OF INSURANCE**

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

1. the date this Policy or coverage for a Covered Class is terminated.
2. the date the Subscriber's participation under this Policy ends.
3. the date the Employee is no longer in Active Service.
4. the next premium due date after the date the Employee is no longer in a Covered Class or satisfies eligibility requirements under this Policy.
5. the last day of the last period for which premium is paid.
6. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*.
7. with respect to a Spouse or Dependent Child, the date of the death of the covered Employee or the date of divorce from the covered Employee, unless the Spouse elects to continue coverage, including coverage on any Dependent Child. See the *Continuation of Insurance Provisions* section.
8. for a Spouse, the date the Spouse reaches age 70.
9. for a Dependent Child, the date the Dependent Child reaches age 26, unless primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap.

Termination will not affect a claim that arises while coverage was in effect.

### **CONTINUATION OF INSURANCE PROVISIONS**

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

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

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

If an Employee's Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), coverage will continue up to the later of the end of the period of His approved FMLA leave or the end of the leave period required by law in the state in which He is employed. Premiums are required for this coverage and are to be remitted directly to the Subscriber.

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

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

## **PORTABILITY PROVISIONS**

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

### **Whose Insurance is Portable**

A covered Employee who:

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

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

A covered Spouse who:

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

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

A covered Dependent Child who:

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

### **Amount of Portable Insurance**

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

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

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

### **Termination of Ported Insurance**

Coverage will end on the earliest of the following dates:

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

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## **EXCLUSIONS**

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

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. declared or undeclared war or act of war;
4. a Covered Loss that results from active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.

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## **CLAIM PROVISIONS**

### **Notice of Claim**

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

### **Claim Forms**

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

### **Claimant Cooperation Provision**

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

### **Proof of Loss**

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

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

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment not more than 60 days after receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. All benefits payable under the Policy are payable to the Covered Person, if living. If the Covered Person dies while any of these benefits remain unpaid, We may choose to make direct payment to any of the Covered Person's following living relatives: Spouse, mother, father, child or children, brothers or sisters; or to the executors or administrators of the Covered Person's estate.

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

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



**Physical Examination and Autopsy**

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

**Legal Actions**

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

**Recovery of Overpayment**

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

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

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

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## **ADMINISTRATIVE PROVISIONS**

### **Premiums**

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

### **Payment of Premium**

#### Covered Person

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

### **Grace Period**

#### Covered Person

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

### **Reinstatement of Insurance**

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

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

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

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

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

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

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

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## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

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

### **Subscriber Participation Under This Policy**

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by Us.

### **Misstatement of Age and Tobacco**

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

### **Certificates**

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

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

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

### **Multiple Certificates**

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

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

### **Assignment**

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

### **Incontestability**

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

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

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

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

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

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

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

**Policy Termination**

We may terminate insurance on or after the first anniversary of the Policy Effective Date. The Subscriber or We may terminate insurance on any Premium Due Date. Written notice by certified mail must be given at least 31 days prior to such Premium Due Date. Failure by the Subscriber to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

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

**Agency**

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

**Clerical Error**

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

**Conformity with Statutes**

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

**Policy Changes**

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

**Workers' Compensation Insurance**

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

**Examination of the Policy**

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

**Examination of Records**

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

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

**Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

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## **HEALTH SCREENING BENEFIT RIDER**

This Rider is attached to and made a part of your group insurance policy. It is subject to the terms, conditions, limitations and exclusions contained in the policy as well as those set forth in this Rider. These benefits are not subject to a Pre-Existing Condition Limitation.

Rider Effective Date: September 1, 2017

### **Health Screening Tests**

The procedures that are eligible for benefits under this Rider are:

- Mammography
- Pap Smear for women over Age 18
- Flexible Sigmoidoscopy
- Hemocult Stool Specimen
- Colonoscopy
- Prostate Specific Antigen (for prostate cancer)
- Stress test on a bicycle or treadmill
- Fasting blood glucose test
- Blood test for triglycerides
- Serum cholesterol test to determine levels of HDL and LDL
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Serum Protein Electrophoresis (blood test for myeloma)
- Thermography

### **Waiting Period**

The Waiting Period is the period of time following the Covered Person's Effective Date, during which no benefits are available. The Waiting Period for this Rider is 30 days.

### **Benefit**

We will pay the Health Screening Benefit Amount shown in the *Schedule of Benefits*, for a Health Screening Test taken by a Covered Person. The benefit is limited to payment of one Health Screening Test per calendar year for each Covered Person.

In order for this benefit to be payable, the Health Screening Test must occur after each of the following:

1. the Rider Effective Date;
2. the Employee's Certificate effective date; and
3. the expiration of the Waiting Period for this Rider.

### **Exclusion**

This Rider provides benefits for only those tests named in the Health Screening Tests list.

**Renewability/Termination of Coverage**


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

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

**Reinstatement**

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

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

**LIFE INSURANCE COMPANY OF NORTH AMERICA**

Matthew G. Manders, President

HSB-00-1000.00

**AMENDATORY RIDER  
DOMESTIC PARTNER/CIVIL UNION PARTNER COVERAGE**

Subscriber: INTEGRIS Health, Inc.  
Policy No.: CI960436

Effective Date: September 1, 2017

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

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

1. A person with whom the Employee or Former Employee has a registered civil union or domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner or Civil Union Partner unless and until: (1) the civil union or domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner/Civil Union Partner marries another person.
2. A person who was legally married to the Employee or Former Employee under the laws of a state permitting marriage of partners of the same sex, where the Employee or Former Employee and Domestic Partner/Civil Union Partner currently reside in a state that does not recognize a valid marriage. This shall not apply if:
  - a. the marriage has been terminated by legal process, or;
  - b. either the Employee or Former Employee or the Domestic Partner/Civil Union Partner has entered into a valid marriage, civil union or domestic partnership under state law.
3. A person meeting all of the following requirements, with respect to an Employee or Former Employee:
  - a. Shares a permanent residence with the Employee or Former Employee;
  - b. Has resided with the Employee for at least 6 months and is expected to continue to reside with the Employee indefinitely;
  - c. Has not been legally married to any other person within the previous six months, and has no Domestic Partner other than the Employee or Former Employee during the previous six months, and is the Employee or Former Employee's sole Domestic Partner;
  - d. Has signed a Domestic Partner declaration with the Employee or Former Employee, if the Employee or Former Employee resides in a jurisdiction which provides for Domestic Partner declarations;
  - e. Has not signed a Domestic Partner declaration with any other person within the last 6 months;
  - f. Is interdependent with the Employee or Former Employee in three or more of the following ways:
    1. Both partners are registered under any municipal ordinance as domestic partners.
    2. Both partners are jointly parties to a lease, mortgage or deed.
    3. Both partners jointly own one or more motor vehicles.
    4. Both partners jointly own one or more bank or credit accounts.
    5. The Employee or Former Employee has named the Domestic Partner as attorney-in-fact under a durable power of attorney with authority over health care decisions.
    6. The Employee or Former Employee has designated the Domestic Partner as beneficiary under a retirement plan or a life insurance policy.
    7. The Employee or Former Employee has designated the Domestic Partner as beneficiary of the Employee or Former Employee's will.
    8. Each partner has agreed in writing to assume the financial responsibility for the welfare of the other.
  - g. Is not so closely related by blood to the Employee or Former Employee as to prohibit legal marriage in their state of residence.
  - h. Is no less than 18 years of age.

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

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

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

Any provision of the Policy that otherwise excludes any person who is not legally able to marry the Employee is changed by the following:

In the case of any person of the same sex as the Employee, the exclusion of persons legally able to marry will not apply for the first 12 months that the Employee's state of residence allows same-sex couples to marry.

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

**LIFE INSURANCE COMPANY OF NORTH AMERICA**



Matthew G. Manders, President

TL-007153GCI



**SUPPLEMENTAL INFORMATION  
for**

**INTEGRIS Health, Inc.**

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

As a Plan participant in INTEGRIS Health, Inc.'s Insurance Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).

You should refer to the attached Certificate for a description of when you will become eligible under the Plan, the amount and types of benefits available to you, and the circumstances under which benefits are not available to you or may end. The Certificate, along with the following Supplemental Information, makes up the Summary Plan Description as required by ERISA.

**IMPORTANT INFORMATION ABOUT THE PLAN**

- The Plan is established and maintained by INTEGRIS Health, Inc., the Plan Sponsor.
- The Employer Identification Number (EIN) is 73-1192764.
- The Plan Number is 501.
- The Insurance Plan is administered directly by the Plan Administrator with benefits provided, in accordance with the provisions of the group insurance contract, CI960436, issued by LIFE INSURANCE COMPANY OF NORTH AMERICA.
- The Plan Administrator is:  
INTEGRIS Health, Inc.  
One Corporate Plaza  
3520 NW 58th Street  
Suite A-100  
Oklahoma City, OK 73122  
405-949-4045

The Plan Administrator has authority to control and manage the operation and administration of the Plan.

- The Plan Sponsor may terminate, suspend, withdraw or amend the Plan, in whole or in part, at any time, subject to the applicable provisions of the Policy. (Your rights upon termination or amendment of the Plan are set forth in your Certificate.)
- The agent for service of legal process is the Plan Administrator.
- The Plan of benefits is financed by the Employees.
- The date of the end of the Plan Year is December 31.

**WHAT YOU SHOULD DO AND EXPECT IF YOU HAVE A CLAIM**

When you are eligible to receive benefits under the Plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Insurance Company. You must complete your claim according to directions provided by the Insurance Company. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement, you must submit it to the Plan Administrator.

The Plan Administrator has appointed the Insurance Company as the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

The Insurance Company has 45 days from the date it receives your claim for disability benefits, or 90 days from the date it receives a claim for any other benefit, to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Policy. The Insurance Company may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Insurance Company must notify you in writing that its review period has been extended for up to two additional periods of 30 days (in the case of a claim for disability benefits), or one additional period of 90 days (in case of any other benefit). If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Insurance Company may require a medical examination of the Insured, at its own expense; or additional information regarding the claim. If a medical examination is required, the Insurance Company will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Insurance Company must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Insurance Company.

If your claim is denied, in whole or in part, you must receive a written notice from the Insurance Company within the review period. The Insurance Company's written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Policy provision(s) on which the denial was based.
3. Any additional information required for your claim to be reconsidered, and the reason this information is necessary.
4. In the case of any claim for a disability benefit, identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, including a statement of your right to bring a civil action under Section 502(a) of ERISA if your appeal is denied.

### **Appeal Procedure for Denied Claims**

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written request for appeal to the Insurance Company within 60 days (180 days in the case of any claim for disability benefits) from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Insurance Company, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Insurance Company will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Insurance Company has 60 days from the date it receives your request to review your claim and notify you of its decision (45 days, in the case of any claim for disability benefits). Under special circumstances, the Insurance Company may require more time to review your claim. If this should happen, the Insurance Company must notify you, in writing, that its review period has been extended for an additional 60 days (or 45 days, in the case of any claim for disability benefits). Once its review is complete, the Insurance Company must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

## **YOUR RIGHTS AS SET FORTH BY ERISA**

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

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

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

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

### **Prudent Actions by Plan Fiduciaries**

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

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

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

**MODIFYING PROVISIONS AMENDMENT**

Subscriber: INTEGRIS Health, Inc.

Policy No.: CI960436

Amendment Effective Date: September 1, 2017

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

The Policy/Certificate is amended as follows:

**Arkansas residents:**

- 1) Under the *General Definitions* section, items 2 and 3 of the second paragraph of the definition of Dependent Child are replaced with the following:
  2. In the case of minor children under an Employee's charge, care and control for whom the Employee has filed a petition to adopt, coverage will be effective:
    - a. From the date of birth if the petition for adoption is filed and a request for coverage is made within 60 days of the date of birth; or
    - b. On the date of the filing of the petition for adoption if a request for coverage is made within 60 days of the date of filing.Coverage shall terminate upon the dismissal of a petition for adoption.
  3. An unmarried dependent child who is incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of age 19 years and who is chiefly dependent on the Employee for support and maintenance. Coverage shall continue so long as the coverage of the Employee remains in force and so long as the dependent remains in such condition. At Our request and expense, proof of the incapacity or dependency must be furnished to Us by the Employee, except in no event shall this requirement preclude eligible dependents, regardless of age. If the incapacity or dependency is thereafter removed or terminated, the Employee shall so notify Us.

- 2) Under the *Effective Date Provisions* section, the following paragraph is added to the Effective Date for Individuals provision:

The Employee must give Us notice of any newborn children within ninety (90) days of the birth or before the next premium due date, whichever is later.

- 3) Under the *General Provisions* section, the following provision is added:

**New Entrants**

To the group originally insured may be added from time to time eligible new Employees or dependents, as the case may be, in accordance with the terms of the Policy.

**California residents:**

- 1) If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means any of the following:

1. A person with whom the Employee has a registered domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner unless and until: (1) the domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner marries another person.

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

1. A Domestic Partner shall be deemed eligible to be enrolled for insurance or eligible for Additional Benefits on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Rider to the Policy.
2. A child of a Domestic Partner may only be eligible to be insured or eligible for Additional Benefits if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

**Connecticut residents:**

- 1) Under the *Certificate Face Page*, the Right to Examine Certificate provision is replaced with the following:

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

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

- 2) Under the *Schedule of Benefits* section, the following changes are made:
  - a. The time period of the Waiting Period cannot exceed 30 days.
  - b. References to "Portable Period" do not apply.
  - c. The "Benefit Amount" sections for Spouse and Dependent Child may not use a percentage amount less than 25% of the Employee Benefit Amount.
  - d. In the Covered Conditions section, the "Percentage of Benefit Amount" may not be less than 25%.
- 3) Under the *General Definitions* section, item 2 of the Totally Disabled or Total Disability definition is replaced with the following:
  2. inability of the Covered Person who is not currently employed to perform the normal activities of like age and sex and who is under the regular care of a Physician who certifies that such person is Totally Disabled.

- 4) Under the *Description of Benefits* section, the Conditions for Additional Critical Illness Benefit sub-provision is replaced with the following:

**Conditions for Additional Critical Illness Benefit**

The Additional Critical Illness Benefit for a Critical Illness will only be payable if:

1. 100% of the Benefit Amount has been paid; and
2. the diagnosed Critical Illness is subsequent and different from those Critical Illnesses for which a Critical Illness Benefit has already been paid.

- 5) Under the *Eligibility* section, the Eligibility provision is replaced with the following:

**ELIGIBILITY**

An Employee becomes eligible for insurance under this Policy on the date He meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible or the date the Spouse or Dependent Child meets the applicable definition shown in the *General Definitions* section of this Policy. An eligible person may be insured only once as of any given date under the Policy as a Dependent Child, even though He may be eligible under more than one class of insureds.

- 6) Portability must be offered under the plan.

In the *Portability Provisions* section, the Whose Insurance is Portable provision and the Termination of Ported Insurance provision are replaced with the following:

**Whose Insurance is Portable**

A covered Employee who:

1. has been covered under this Policy for at least 12 months;
  2. has not attained the Maximum Age for Portability shown in the *Schedule of Benefits*;
  3. applies and agrees to pay required premiums,
- may remain covered under this Policy.

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

**Termination of Ported Insurance**

Insurance will end on the earlier of the following dates:

1. the day after the end of the last period for which premiums are paid;
2. the date the Covered Person becomes eligible for similar insurance under a group policy.

- 7) Under the *Exclusions* section, the following changes are made:

- a. The list of exclusions is replaced with the following:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission of a felony or an assault;
3. declared or undeclared war or act of war;
4. a Covered Loss that results from active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. voluntarily taking any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by or administered by a Physician;
6. operating any type of vehicle while under the influence of alcohol. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.

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

**Time of Payment of Claims**

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment not more than 30 days after receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

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

- a. The Right to Examine Certificate provision does not apply.
- b. The Multiple Certificates provision is replaced with the following:

**Multiple Certificates**

A Dependent Child may be covered under only one Certificate at a time under this Policy. If at any time the Dependent Child has been issued coverage under more than one Certificate, then only the largest coverage amount shall be in effect. We will refund premiums paid, for other coverage, for any period of time that coverage under more than one Certificate was issued.

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

- c. The Incontestability provision is replaced with the following:

**Incontestability**

**This Policy or Participation Under This Policy**

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

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

**A Covered Person's Insurance**

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

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

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

- 10) To the extent the Health Screening Benefit Rider form HSB-00-1000.00 includes a Waiting Period provision, the time period of the Waiting Period cannot exceed 30 days.
- 11) To the application form used by the Connecticut resident, must attach the following disclosure:

**Please Note: If you are already covered by Medicaid, you are not eligible for this coverage, and cannot be included in the group.**

12) Must deliver Outline of Coverage form GCI-OOC.CT to the certificate holder, at the time the Certificate is delivered.

**District of Columbia residents:**

Under the *General Definitions* section, item 4 of the second paragraph of the definition of Dependent Child is replaced with the following:

- 4. minor grandchildren, nieces, or nephews under the Employee’s primary care, and if the legal guardian of the minor grandchild, niece, or nephew, if other than the Employee, is not covered by an accident or sickness policy. Here "primary care" means that the Employee provides food, clothing, and shelter, on a regular and continuous basis, for the minor grandchild, niece, or nephew during the time the District of Columbia public schools are in regular session

**Georgia residents:**

- 1) Under the *General Definitions* section, item 2 of the first paragraph of the definition of Dependent Child is replaced with the following:
  - 2. A child shall continue to be insured up to and including age 25 so long as the coverage of the Employee continues in effect, the child remains a dependent of the insured parent or guardian, and the child, in each calendar year since reaching age 19, has been enrolled for five calendar months or more as a full-time student at a postsecondary institution of higher learning or, if not so enrolled, would have been eligible to be so enrolled and was prevented from being so enrolled due to Sickness or Injury.
- 2) Under the *Claim Provisions* section, the Claim Forms provision is replaced with the following:

**Claim Forms**

We will send claim forms with written instructions for filing proof of loss when We receive notice of a claim. If such forms are not sent within 10 working days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

**Louisiana residents:**

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

**Dependent Child**

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

- 1. unmarried child from live birth under 21 years of age;
- 2. unmarried grandchild under 21 years of age who is in the Employee’s legal custody and residing in the Employee’s home;
- 3. unmarried children and grandchildren who are in the Employee’s legal custody and residing in the Employee’s home, who are under 26 years of age if the child is enrolled as a full-time student at an accredited college or university, or at a vocational, technical, vocational-technical or trade school or institute, or secondary school. Coverage will continue if such child or grandchild develops a mental or nervous condition, problem or disorder which, in the opinion of a qualified psychiatrist, subject to a second opinion if deemed necessary by Us, prevents the child or grandchild from attending such a school as a full-time student and from holding self-sustaining employment provided the child or grandchild is unmarried and under the age of 26.
- 4. the otherwise applicable limiting age shown above shall not apply to the Employee’s unmarried child who is incapable of self-support due to a mental or physical incapacity.



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

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

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

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

**Continuation for Military Service**

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

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

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

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

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

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

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

**Time of Payment of Claims**

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

- 4) Under the *Administrative Provisions* section, the Reinstatement of Insurance provision is amended to include the following:

Your insurance, including insurance for Your dependents who were previously covered, shall be reinstated when You leave employment to perform service in the armed forces, and You reapply for insurance after returning from service pursuant to the Uniformed Services Employment Act of 1994 (USERRA), without any clause or restriction because of a Pre-Existing Condition. An eligible dependent covered under the Policy who is called to service in the armed forces and whose coverage under the Policy is not maintained during such service shall, after release and upon application, have insurance reinstated under the Policy without any clause or restriction because of a Pre-Existing Condition.

The reinstated insurance will include the same coverage amounts that were in force on the date insurance terminated, and will be subject to all the terms and provisions of the Policy.

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

- a. The following provision is added:

**New Entrants**

All new Employees becoming eligible for insurance in one of the Covered Classes shall be added.

- b. The first paragraph of the Policy Termination provision is replaced with the following:

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

**Massachusetts residents:**

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

**CONTINUATION OF INSURANCE PROVISIONS**

**Additional Continuation of Insurance Provisions**

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

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

As used in this provision:

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

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

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

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

## Minnesota residents:

Under the *Exclusions* section, the list of exclusions is replaced with the following:

1. intentionally self-inflicted Injury;
2. commission or attempt to commit a felony;
3. declared or undeclared war or act of war;
4. a Covered Loss that results from active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. being under the influence of any narcotic, unless the narcotic is administered on the advice of a Physician;
6. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant. "Under the influence of alcohol", for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Loss occurred.

## New Hampshire residents:

- 1) Under the *Claim Provisions* section, the following changes are made:
  - a. The Notice of Claim provision is replaced with the following:

### Notice of Claim

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

- b. The Proof of Loss provision is replaced with the following:

### Proof of Loss

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

- c. The Time of Payment of Claims provision is replaced with the following:

### Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment not more than 30 days after receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

- d. The Payment of Claims provision is replaced with the following:

### Payment of Claims

All benefits will be paid in United States currency. All benefits payable under the Policy are payable to the Covered Person, if living. If the Covered Person dies while any of these benefits remain unpaid, We may choose to make direct payment to any of the Covered Person's following living relatives: Spouse, mother, father, child or children, brothers or sisters; or to the executors or administrators of the Covered Person's estate.

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

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

- 2) Under the *General Provisions* section, the following changes are made:
- a. If the Subscriber Participation Under This Policy provision is included in this section, the provision does not apply.
  - b. The 30 Day Right To Examine Certificate provision does not apply within this section and is added to the Certificate Face Page.
  - c. The Assignment provision is replaced with the following:

**Assignment**

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

- d. The Incontestability provision is replaced with the following:

**Incontestability**

This Policy

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

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

A Covered Person's Insurance

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

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

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

- e. The Policy Termination provision is replaced with the following:

**Policy Termination**

The Employer may terminate insurance on any Premium Due Date. We may terminate insurance on or after the first anniversary of the Policy Effective Date if:

- 1. there is a change in the factors bearing on the risk assumed;
- 2. all policies in the state of delivery are terminated; or
- 3. all policies providing this coverage are terminated.

Written notice by certified mail must be given at least 45 days prior to such Premium Due Date. Failure by the Employer to pay premiums when due or within the Grace Period shall be deemed notice to Us to terminate insurance at the end of the period for which premium was paid.

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

- f. The Policy Changes, Examination of the Policy, and Examination of Records provisions are replaced with the following:

**Policy Changes**

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

**Examination of the Policy**

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

**Examination of Records**

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

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

- g. The following provision is added at the end of the section:

**Important Notice**

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

Life Insurance Company of North America  
1601 Chestnut Street  
Philadelphia, PA 19192-2235  
Telephone: 1.800.547.5575

**New Mexico residents:**

- 1) To the extent the Policy includes Dependent Child coverage, the definition of Dependent Child is replaced with the following:

**Dependent Child**

An Employee's unmarried child who meets one of the following requirements:

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

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

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

- 2) Under the *General Definitions* section, the Physician definition is replaced with the following:

**Physician**

A practitioner of the healing arts holding a license or certification and practicing within the scope of His license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

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

**Time of Payment of Claims**

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

**Oregon residents:**

If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means any of the following:

1. A person with whom the Employee has a registered domestic partnership under state law which imposes legal obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Domestic Partner unless and until: (1) the domestic partnership is dissolved under applicable law; or (2) either the Employee or the Domestic Partner marries another person.

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

1. A Domestic Partner shall be deemed eligible to be enrolled for insurance or eligible for Additional Benefits on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Rider to the Policy.
2. A child of a Domestic Partner may only be eligible to be insured or eligible for Additional Benefits if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

**South Carolina residents:**

- 1) Under the *Exclusions* section, the following changes are made.
  - a. The list of exclusions is replaced with the following:
    1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
    2. commission or attempt to commit a felony or an assault;
    3. declared or undeclared war or act of war;
    4. a Covered Loss that results from active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
    5. any loss resulting from being Intoxicated or under the influence of a narcotic unless taken on the advice of a Physician. "Intoxicated", for purposes of this exclusion, means intoxicated as defined by the law of the state in which the Covered Loss occurred.

- 2) Under the *Claim Provisions* section, the following changes are made:
- a. The Physical Examination and Autopsy provision is replaced with the following:

**Physical Examination and Autopsy**

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

- b. The Legal Actions provision is replaced with the following:

**Legal Actions**

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

- 3) Under the *General Provisions* section, the following changes are made:
- a. The Entire Contract; Changes provision is replaced with the following:

**Entire Contract; Changes**

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

- b. The Policy Termination provision is amended to include the following as last paragraph:

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

**South Dakota residents:**

Under the *Exclusions* section, the list of exclusions is replaced with the following:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. declared or undeclared war or act of war;
4. a Covered Loss that results from active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.

**Texas residents:**

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

**Dependent Child**

An Employee's unmarried child who meets one of the following requirements:

1. A child who is less than 26 years old;
2. A child of any age who is dependent on an Employee, and is either medically certified as disabled, or is incapable of self-support due to mental retardation or physical handicap.

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

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption. It also means a child of an Employee who is a party to a suit in which the Employee seeks to adopt the child, or the legally adopted child of the Employee's Spouse or Domestic Partner/Partner to a Civil Union provided the child is living with, and is financially dependent upon the Employee;
3. stepchild who resides with the Employee and is financially dependent upon the Employee;
4. child for whom the Employee is the court-appointed legal guardian, as long as the child resides with the Employee and primarily depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns;
5. a child of the Employee's domestic partner /Partner to a Civil Union, provided the child is living with, and is financially dependent upon the Employee;
6. child for whom the Employee must provide medical support under an order issued under Chapter 154, Texas Family Code, or enforceable by a court in Texas;
7. grandchild, if the grandchild is under 26 years old and is a dependent of the Employee for Federal and State income tax return purposes at the time application for coverage of the grandchild is made. Coverage for the grandchild may not be terminated solely because the covered child is no longer a dependent of the Employee for Federal and State income tax return purposes.

2) Under the *General Provisions* section, the Policy Termination provision is replaced with the following:

**Policy Termination**

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

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



**Vermont residents:**

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

- 1) Civil Union Partner means:
  - a. A person with whom the Employee has a registered civil union under Vermont law which imposes obligations on the parties substantially similar to marriage. Such person will continue to be recognized as a Civil Union Partner unless and until: (1) the civil union is dissolved under applicable law; or (2) either the Employee or the Civil Union Partner marries another person.
- 2) Spouse means:
  - a. "Lawful spouse" and includes a lawful spouse of the same sex.
  - b. This also includes a partner to a civil union recognized under Vermont Law.

**Washington residents:**

- 1) Please refer to your Certificate of Insurance which describes the benefit provisions and limitations applicable to you as a resident of this state.
- 2) If the Policy provides coverage/benefits to a Spouse, a *Domestic Partner* will be afforded the same coverage/benefits provided to a Spouse.

Domestic Partner means any of the following:

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

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

- 1. A Domestic Partner shall be deemed eligible to be enrolled for insurance or eligible for Additional Benefits on the latest of:
  - a. the date of registration under Item 1 of the definition of Domestic Partner;
  - b. the date that the Employee is eligible for insurance under the Policy; or;
  - c. the effective date of this Rider to the Policy.
- 2. A child of a Domestic Partner may only be eligible to be insured or eligible for Additional Benefits if:
  - a. the child is primarily dependent on the Employee for financial support;
  - b. the Employee has a legal obligation of support of the child; or
  - c. the Employee is the child's legal guardian.

Signed for the  
**Life Insurance Company of North America**



Matthew G. Manders, President





**UNDERWRITTEN BY:  
LIFE INSURANCE COMPANY OF NORTH AMERICA  
a Cigna company**

**Class 1**

**08/2017**

