



**UnitedHealthcare<sup>®</sup>**

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**GROUP CRITICAL ILLNESS INSURANCE  
CERTIFICATE OF COVERAGE**

**FOR**

**PETER KIEWIT SONS', INC.**

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**POLICY NUMBER: 305812**

**CERTIFICATE EFFECTIVE DATE: January 1, 2025**

**NE – UHIC/2023  
(10-24)**

# UnitedHealthcare Insurance Company

Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408  
Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343  
www.uhc.com

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## CERTIFICATE OF COVERAGE

**Policyholder:** Peter Kiewit Sons', Inc.  
**Policy Effective Date:** January 1, 2025  
**Policy Anniversary Date:** January 1st of each year  
**Policy Number:** 305812

In exchange of Premium, UnitedHealthcare Insurance Company (We, Our, Us or the Company), has issued the Policy to the Policyholder shown above.

This Certificate replaces any other Certificate previously issued and is incorporated in and made part of the Policy on the Effective Date shown in the Policy's Incorporation Provision.

**Capitalization in this Certificate:** Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term or a specific provision herein.

**Time Periods:** All periods begin and end at 12:01 A.M., standard time, at the Policyholder's address.

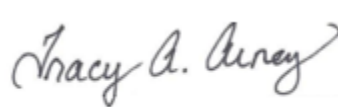
### NOTICE TO CERTIFICATE HOLDER

Review this Certificate carefully. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. If You have questions or need information about Your insurance, call 1-888-299-2070.

### THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT

If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.

Signed for the Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

## GROUP CRITICAL ILLNESS INSURANCE

### THE POLICY PROVIDES A LIMITED BENEFIT FOR CERTAIN CRITICAL ILLNESSES.

**Noninsurance Benefits:** Noninsurance benefits are not part of Your Certificate and do not modify Your insurance benefits. We may offer or arrange for various entities or vendors to offer benefits or other considerations to You for the purpose of promoting Your general health and well-being. Noninsurance benefits may be modified or terminated at any time. Such modification or termination may be made based on availability of services or other reasons at Our discretion or at the discretion of the insurer or entity providing such services.

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**SCHEDULE**

<b>Policyholder:</b> Peter Kiewit Sons', Inc.		
<b>Description of Eligible Class(es):</b> Employees of the Policyholder who are Actively at Work and who are in an Eligible Class: Full-time Employees working at least 30 hours per week		
<b>Employee Waiting Period:</b> The date the Employee begins continuous employment with the Policyholder, subject to the requirements shown in the Eligibility provision		
<b>Dependent Child Maximum Age:</b> 26 years		
<b>Maximum Benefit Amount</b>	<b>Option 1</b> Employee: \$5,000 Spouse: \$2,500 Child: \$1,250	
	<b>Option 2</b> Employee: \$10,000 Spouse: \$5,000 Child: \$2,500	
	<b>Option 3</b> Employee: \$20,000 Spouse: \$10,000 Child: \$5,000	
<b>Insurance Funding Information:</b> <b>Contributory Insurance:</b> You pay the entire premium		
<b>Premium Rate Change:</b> Your premium may change on any premium due date if rates for Your Class are changed under the Policy.		
<b>Portability</b> Portability Policy Age Limit	Included Age 75	
<b>Your Benefits and Benefit Amounts are those which You elect at the time You Enroll.</b>		
<b>CRITICAL ILLNESS LIST OF COVERED CONDITIONS</b>		
<b>CANCER CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>CANCER REOCCURRENCE BENEFIT AMOUNT</b>
Non-Invasive Cancer	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Invasive Cancer	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents

**SCHEDULE (continued)**

<b>CHILDHOOD DISEASE CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Cerebral Palsy	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Childhood Diabetes	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Cleft Lip / Palate	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Congenital Heart Disease	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Cystic Fibrosis	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Down Syndrome	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Muscular Dystrophy	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Sickle Cell Anemia	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
Spina Bifida	100% of the Child Maximum Benefit Amount payable per covered Child	NONE
<b>FUNCTIONAL LOSS CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Coma	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Loss of Hearing	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Loss of Sight	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Loss of Speech	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Paralysis	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents

**SCHEDULE (continued)**

<b>ORGAN FAILURE CONDITIONS</b>		
<b>ORGAN FAILURE CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Bone Marrow Disease	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Chronic Renal (Kidney) Failure	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Heart Failure	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Major Organ Failure (Liver, Lung, Pancreas, Small Bowel)	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
<b>NEUROLOGICAL DISEASE CONDITIONS</b>		
<b>NEUROLOGICAL DISEASE CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Alzheimer's Disease	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Amyotrophic Lateral Sclerosis	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Huntington's Disease	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Multiple Sclerosis	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Parkinson's Disease	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
<b>VASCULAR CONDITIONS</b>		
<b>VASCULAR CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Coronary Artery Disease (Major)	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Coronary Artery Disease (Minor)	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Heart Attack (Myocardial Infarction)	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Ruptured Aneurysm	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Stroke	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Sudden Cardiac Arrest	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents

**SCHEDULE (continued)**

<b>ADVANCED NEUROLOGICAL DISEASE CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Advanced Alzheimer's Disease	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Advanced Amyotrophic Lateral Sclerosis	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Advanced Huntington's Disease	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Advanced Multiple Sclerosis	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Advanced Parkinson's Disease	100% the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE

<b>ADDITIONAL CONDITIONS</b>	<b>INITIAL BENEFIT AMOUNT</b>	<b>REOCCURRENCE BENEFIT AMOUNT</b>
Addison's Disease	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Benign Brain Tumor	100% of the Maximum Benefit Amount payable one time for each You and Your Dependents	100% of the Initial Benefit Amount, payable per Reoccurrence for each You and Your Dependents
Myasthenia Gravis	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Systemic Lupus Erythematosus	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE
Systemic Sclerosis (Scleroderma)	25% of the Maximum Benefit Amount payable one time for each You and Your Dependents	NONE

<b>ADDITIONAL BENEFITS</b>		
<b>BENEFIT</b>	<b>BENEFIT AMOUNT</b>	<b>BENEFIT MAXIMUM</b>
Wellness Benefit	\$75	1 Health Screening Test(s) per calendar year for each You and Your Dependents

## GENERAL DEFINITIONS

**Accident/Accidental** means an unforeseen event that:

1. occurs suddenly as a result of trauma;
2. has specific and identifiable components, including date and time; and
3. results in Injury to the physical structure of the body or death or dismemberment.

**Active Work or Actively at Work** means You are performing all of the regular duties of Your occupation:

1. at Your usual place of employment or any other business location where You are required to travel;
2. for the entire normal workday; and
3. for at least the minimum number of hours per week, shown in the Description of Eligible Class(es) in the Schedule.

You or Your Employer must provide Us satisfactory documentation that You are Actively at Work in accordance with the Proof of Claim provision.

Unless You are disabled or terminate Your employment on the prior workday or on a day of absence, We will consider You to be Actively at Work on the following days:

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

**Certificate or Certificate of Coverage** means this document, which describes the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

**Change in Status** means any of the following changes:

1. a change in marital status (marriage, divorce, legal separation, annulment);
2. a change in the number of Your dependents for tax purposes (birth, legal adoption of a child, placement of a child for adoption, or death of a dependent);
3. certain changes in employment status that affect Your or Your Dependents' benefits eligibility such as termination of employment, a strike or lockout, the start of or return from an unpaid leave of absence, a change in worksite, a change in work schedule (between full-time and part-time work, decrease or increase in hours);
4. a significant increase in the cost of insurance or a significant reduction of insurance under Your other insurance or Your spouse's insurance; or
5. the addition, elimination, or significant reduction of an insurance option.

**Child** means Your Dependent Child who is under the Dependent Child Maximum Age shown in the Schedule and who is:

1. a natural Child from the moment of birth;
2. a stepchild, legally adopted Child or Child placed for adoption;
3. a Child for whom legal guardianship has been awarded to You or Your spouse;
4. financially dependent on; or
5. a foster Child, or any other Child who lives with You in a regular parent-child relationship, provided You claim such Child as a Dependent on Your most recent federal income tax return.

The Child will cease to be an eligible Dependent on the last day of the month following the date the Child reaches the Dependent Child Maximum Age unless the Child is an Incapacitated Child.

## GENERAL DEFINITIONS (continued)

**Critical Illness** means a Sickness that is specified as a Covered Condition shown in the Schedule. The date of Diagnosis, as defined under the Covered Condition sections of the Policy, must occur while Your or Your Dependents' insurance is in force.

**Confined or Confinement** means being an inpatient in a Hospital. There must be a charge for at least one full day of room and board for any day to be considered a day of Confinement.

**Contributory Insurance** means insurance which You have elected and for which You have agreed to make the required premium contributions.

**Covered Person** means the Employee insured under the Policy and to whom this Certificate is issued.

**Dependent** means Your Spouse and Your Child. A Dependent must be a citizen or legal resident of the United States or any other locations where We may legally provide such insurance. No one can be insured as a Dependent of more than one Covered Person.

**Diagnosis/Diagnoses/ Diagnosed** means the Diagnosis of a Covered Condition that:

1. occurs while Your or Your Dependents' insurance is in force;
2. is documented in writing by a Physician who specializes in a particular field of medicine related to the Critical Illness; and
3. is supported as required by:
  - a. medical records;
  - b. objective clinical findings, including physical examination;
  - c. laboratory, imaging or pathological investigations;
  - d. any diagnostic requirements stated in the Policy; and
  - e. accepted guideline criteria that is consistent for the Diagnosis of the Covered Condition.

All Diagnoses are subject to all provisions of the Policy.

**Domestic Partner** means a person of the opposite or same sex with whom You have established a domestic partnership which meets one of the following two rules:

1. they must live in a state or other locality that provides a registration process for domestic partnerships (which include but are not limited to civil unions, civil registrations and marriages for same-sex domestic partnerships); and the partnership has been registered; or
2. the relationship satisfies all of the following requirements:
  - a. they have lived together in an exclusive relationship for at least 1 year, and intend to keep doing so for a long-lasting and indefinite time period;
  - b. they share financial responsibility or Your partner is financially dependent on You;
  - c. they are not legally barred from entering into a marriage relationship for reasons of an existing marriage, age, mental competency or blood relationship;
  - d. neither of them are in a domestic partnership or marriage with anyone else;
  - e. they have not entered into a domestic partnership solely for the purpose of obtaining benefits; and
  - f. neither of them have notified Us that the domestic partnership has been terminated.

**Employee** means a person who works for the Employer on a regular basis:

1. in the normal business of the Employer;
2. is paid for services by the Employer;
3. who resides in the United States; and
4. is Actively at Work for the Employer.

Employee does not include temporary, leased or seasonal Employees.

No director or officer of an Employer will be considered an Employee unless they work directly for and receive a salary from the Employer.

**Employer** means the Policyholder and:

1. may also include any division, subsidiary, or affiliated company named in the Schedule; and
2. does not include any employer who is not the Policyholder.

## GENERAL DEFINITIONS (continued)

**Enroll or Enrollment** means a completed written request for enrollment or a change in insurance, for which You or Your Dependent are eligible and which is:

1. given to the Employer during an Enrollment Period, or within 31 days of a Change in Status; and
2. on a form furnished by Us for making such request.

**Enrollment Period** means a period of time, determined by the Employer and Us, as described below:

1. **Initial Enrollment Period:** the period during which You may first enroll for insurance;
2. **Re-Enrollment Period:** the period during which You may enroll after You have let Your insurance end;
3. **Annual Enrollment Period:** the period of time before each Policy Anniversary Date, during which You may enroll for insurance or change Your insurance;
4. **Open Enrollment Period:** the period during which You may enroll for insurance or change Your insurance; or
5. **Modified Open Enrollment Period:** the period during which You may increase Your amount of insurance by one unit/increment.

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and Treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and Treatment by or under the supervision of a staff of legally qualified Physicians;
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.);and
5. is located within the United States and is approved by the Joint Commission on the Accreditation of Hospitals (JCAH).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, or convalescent home, or skilled nursing facility;
2. a place for rest, custodial care, or for the aged;
3. a clinic; or
4. any other facility for the Treatment of mental health disordersalcoholism or drug addiction.

**Immediate Family** means Your spouse or domestic partner, child, parent or sibling; or Your spouse's or domestic partner's child, parent or sibling.

**Incapacitated Child** means a Child who is:

1. insured under the Policy on the date that they reach the Dependent Child Maximum Age;
2. physically or mentally disabled;
3. unmarried;
4. financially dependent upon You; and
5. meets the conditions stated in the Continuation of an Incapacitated Child provision.

**Injury** means bodily injury that is the direct result of an Accident and that occurs while You or Your Dependents are insured under the Policy. The Injury must be caused by an Accident and independent of all other causes.

Loss resulting from:

1. Sickness except for pyogenic infection through an Accidental wound; or
2. medical or surgical Treatment of Sickness,

is not considered the result of an Accident.

**Non-Contributory Insurance** means insurance which You do not have to elect or make any premium contributions.

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner that We recognize or are required by law to recognize;
2. licensed to practice in the jurisdiction where Treatment is received; and
3. practicing within the scope of that license.

## GENERAL DEFINITIONS (continued)

The term Physician does not include You or members of Your Immediate Family.

**Policy** means the legal contract between the Policyholder and Us. It may be changed or discontinued without Your or Your Beneficiary's consent. The Policy may be inspected at the office of the Policyholder.

**Sickness** means an illness, or disease.

**Spouse** means Your Spouse who:

1. is lawfully married to You; and
2. is not legally separated or divorced from You.

Spouse will also mean Your Domestic Partner.

**Treatment** means any consultation, advice, tests, attendance or observation, procedures, surgeries, supplies or equipment including prescriptions or use of prescription drugs or medications.

**United States** means the United States, its territories and protectorates.

**We, Our, Us or the Company** means UnitedHealthcare Insurance Company, and its administrators and representatives.

**You or Your** means the Employee insured under the Policy and to whom this Certificate is issued.

## ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person Eligibility:** You will become eligible for insurance on the latest of:

1. the Effective Date of the Policy;
2. the date You complete the required Employee Waiting Period shown in the Schedule;
3. the date the Policy is changed to include Your Class; or
4. the date You enter a Class eligible for insurance, shown in the Schedule.

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

1. the date a person becomes a Dependent;
2. the date You become eligible for Dependent insurance; or
3. the date Your Class becomes eligible for Dependent insurance under the Policy.

Your Dependents will not be eligible for Dependent insurance if they:

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

Dependents will not be insured until You are insured.

### **Enrolling for Your and Your Dependent's Insurance Under the Policy:**

For Non-Contributory Insurance: Your Employer will automatically enroll You and Your Dependents.

For Contributory Insurance: You must complete Your Employer's enrollment process for You and Your Dependents. If You do not enroll for Your and/or Your Dependent's insurance within 31 days after becoming eligible under the Policy, You may enroll only:

1. during an Annual Enrollment Period; or
2. within 31 days of the date You have a Change in Status.

During an Annual Enrollment Period, if You do not request changes or re-enroll for insurance, You will continue to be insured for the same insurance amount.

### **Covered Person Effective Date of Insurance or Change in Insurance:**

If Your insurance is Non-Contributory, Your insurance will start on the date You become eligible for insurance, regardless of when You apply.

If Your insurance is Contributory, Your insurance will start on the latest of:

1. the date You become eligible if You enroll on or before that date;
2. the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
3. the date You enroll, if You do so within 31 days from the date You are eligible or have a Change in Status.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

### **Dependent Effective Date of Insurance or Change in Insurance:**

If Dependent insurance is Non-Contributory, insurance will start on the date Your Dependent becomes eligible, regardless of when You apply for Dependent insurance.

If Dependent insurance is Contributory, insurance will start on the latest of:

1. the date Your Dependent became eligible, if You enroll Your Dependent on or before that date; or
2. the date You enroll Your Dependent, if You do so within 31 days from the date Your Dependent is eligible or You have a Change in Status.

All Effective Dates of insurance are subject to the Deferred Effective Date provision.

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

**Newborn/Adopted Child Provision:** Your newborn, newly adopted Child, or a Child placed with You for adoption will become covered by the Policy from the moment of live birth or the date the Child was adopted or placed with You for adoption. The Child will be covered and have the same Benefit Amount that applies to Your other Children covered under the Policy. If You have no other Children covered, then the lowest amount available to Children under the Policy applies. The Child's insurance will cease on the 31st day next following their effective date unless:

1. You are adding Child coverage for the first time and We receive a request to add Child coverage and any required premium to continue insurance for the Child before that date; or
2. Your other Children are currently covered and We receive a request to add the Child within 31 days of that date.

**Deferred Effective Date:** If You are not Actively at Work on the date Your insurance is scheduled to take effect, it will take effect on the date You return to Active Work. If Your insurance is scheduled to take effect on a non-working day, Your Actively at Work status will be based on the last working day before the scheduled Effective Date of Your insurance.

Your Dependent's insurance, (other than for a newborn Child, newly adopted Child or a Child placed with You for adoption) will not take effect on any day they are Confined in a Hospital. Insurance will take effect on the day following Your Dependent's discharge from the Hospital.

**Covered Person Termination of Insurance:** Your insurance will terminate on the earliest of the following dates:

1. the last day of the period the required premium is due but not paid, subject to the Grace Period provision;
2. the date You cease to be a member of a class eligible for insurance;
3. the date You have received a benefit for each Covered Condition in the Schedule;
4. the date the Policy terminates, or a specific benefit terminates;
5. the date You are no longer Actively at Work due to a labor dispute, including but not limited to strike, work slowdown or lock out; or
6. the date You are no longer Actively at Work for any other reason, unless insurance is continued in accordance with the Continuation of Insurance Provisions.

**Dependent Termination of Insurance:** Your Dependent's insurance will terminate on the earliest of the following dates:

1. the date Your insurance ends;
2. the date Your Dependent no longer meets the definition of Dependent;
3. the date You are no longer eligible for Dependent insurance;
4. the date Your Dependent has received a benefit for each Covered Condition in the Schedule;
5. the date Your Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
6. the last day of the period the required premium is due but not paid, subject to the Grace Period; or
7. the date the Policy terminates, a specific benefit terminates, or the Dependent is no longer eligible for any further benefits.

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

**Continuation of an Incapacitated Child:** If, on the date a Child reaches the Dependent Child Maximum Age, they are:

1. insured under the Policy; and
2. an Incapacitated Child, as defined;

insurance will not terminate solely due to age.

The Child's insurance will continue as long as:

1. the Child qualifies as an Incapacitated Child; and
2. the required premium is paid.

We may initially and periodically require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

You must give Us notice of the incapacity within 31 days of the termination date.

**Grace Period:** A Grace Period of 31 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid by the Policyholder before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date shown in the Termination of Insurance provision.

## CONTINUATION AND REINSTATEMENT PROVISIONS

### **Continuation of Insurance:**

Insurance under the Policy may be continued beyond a date stated in the Covered Person Termination of Insurance provision, according to the Continuation Provisions. The amount of continued insurance applicable to You and Your Dependents will be the amount of insurance in effect on the date immediately before insurance would otherwise have ended. Insurance that is continued:

1. is subject to payment of premium;
2. may be continued up to the maximum time shown in the applicable provision(s); and
3. terminates if the Policy terminates.

The amount of insurance will not increase while insurance is continued under any of the following Continuation Provisions.

### Continuation Provisions:

1. leaves of absence must be approved in writing by Your Employer; and
2. when combined, will not extend longer than 3 months from the date You were last Actively at Work.

All other terms of Your or Your Dependents' insurance under the Policy remain unchanged.

If Your insurance does not continue during an approved Continuation Provision then when You return to Active Work:

1. You will not have to meet a new Employee Waiting Period; and
2. You or Your Dependents will not have to provide Us with evidence of insurability to reinstate the insurance in effect before Your continuation began.

The time spent during an approved Continuation Provision without insurance, will not count toward satisfying Your Employee Waiting Period.

### **Continuation Provisions**

**Family and Medical Leave:** If You are granted a leave of absence, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your insurance, including Dependent insurance, may be continued for up to 12 weeks following the date Your leave commenced. Continuation may be a longer period if required by any other applicable state or local law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

**Leave of Absence:** If You are on a medical leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your insurance, including Dependent insurance, may be continued for up to:

1. 3 months from the date You stopped being Actively at Work, with respect to a medical leave of absence.

Continuation may be a longer period if required by law.

**Military Leave of Absence:** If You or Your Dependents enter active military service and are granted a military leave of absence, Your insurance, including Dependent insurance, may be continued for up to 12 weeks from the date You stopped being Actively at Work or a longer period if required by law.

**Status Change:** If You are an Employee, but no longer in an Eligible Class due to a reduction in the number of scheduled hours You work, Your and Your Dependents' insurance may be continued for up to 90 consecutive days after the date Your scheduled hours were reduced.

## CONTINUATION AND REINSTATEMENT PROVISIONS (continued)

**Reinstatement:** If Your insurance ends because You are no longer employed by the Employer or no longer in Your Eligible Class; then insurance for You or Your Dependents may be reinstated, provided You request such reinstatement within 30 days of the date You return to work or to an Eligible Class.

The reinstated insurance will be the lesser of:

1. the insurance amounts in force on the date insurance ended; or
2. the amount of insurance in Your new Eligible Class.

The reinstated insurance will:

1. not be subject to any Employee Waiting Period; and
2. be subject to all the other terms and provisions of the Policy.

We will not reinstate any amount of insurance You or Your Dependents continued under the Portability provision unless You cancel such insurance.

**Reinstatement following Military Service:** If You or Your Dependents' insurance under the Certificate terminates due to active duty in one of the uniformed services of the United States military, You will have the right to renew coverage on the same basis as before the suspension of the insurance took place, provided:

1. You or Your Dependents are in the service for a period of 5 years or less;
2. You or Your Dependents apply for reinstatement of insurance and pays the required premium within 90 days of discharge from the service; and
3. the Policy is still in force, You or Your Dependents are eligible for insurance and You are Actively at Work.

As used above, uniformed services include service in the uniformed services as defined in Chapter 43 of Title 38. Insurance will be reinstated without evidence of insurability. The insurance will become effective on the first day of the month after military service terminates. The Policy will not cover a Critical Illness, loss or other disability resulting from the military service.

## PORTABILITY

**Portability:** You may elect to Port Your or Your Dependents' insurance prior to the date Your insurance under the Policy ends.

You may not Port Your insurance if:

1. You fail to pay any required premium;
2. You are on an approved leave of absence;
3. the Policy terminates;
4. You are or become insured under another group critical illness policy;
5. You are older than the Portability Policy Age Limit shown in the Schedule;
6. You reside outside of the United States;
7. You reside in a state where the insurance is not available; or
8. You are actively in military service or entering active military service.

**Electing Portability:** To elect to continue Your and Your Dependent's insurance, You must:

1. submit a written request to Us; and
2. pay the first month's premium;

within 31 days of the date Your insurance ends.

The following combinations may be Ported:

1. You only;
2. You and Your Spouse only;
3. You and Your Children only; or
4. You and all Your Dependents.

No other combinations of Ported insurance amounts will be allowed. You must continue to pay the cost of Your and Your Dependent's Ported insurance.

Your surviving Dependents may Port their insurance, if You die. However, Your surviving Spouse must Port in order for Your surviving Children to Port. If there is no surviving Spouse, no Children will be allowed to Port.

The Portability insurance will end on the earliest of:

1. the date You fail to pay the required premium;
2. the date You become insured under any other critical illness insurance policy;
3. the date You no longer reside in the United States; or
4. the date You attain any Portability Policy Age Limit shown in the Schedule.

If You are rehired after You Port Your insurance, You must cancel the Ported insurance to re-enroll under the Policy.

**Portability, Ported or Port means** You and Your Dependents may continue insurance under the Policy that would otherwise terminate due to certain conditions.

**Portability Premium Contribution:** The rate will be the group's current rate for Your or Your Dependents' class for the first 12 months of Portability. However, the required premium including any part previously paid by Your Employer must be paid.

After the first 12 months, the rate may change to a Portability rate which may be higher.

## INITIAL AND REOCCURRENCE BENEFITS PAYABLE AND BENEFIT LIMITATIONS

**Initial Benefit Payable:** We will pay the Benefit Amount shown in the Schedule for which You or Your Dependents:

1. receive a Diagnosis of a Covered Condition; and
2. are insured on the date of Diagnosis.

A Benefit Amount for a Childhood Disease Condition shown in the Schedule will be payable if a Child is Diagnosed with a Childhood Disease Condition before their date of birth and if:

1. You are insured on the Child's date of Diagnosis; and
2. the Child survives to live birth and becomes insured under the Policy subject to the Newborn/Adopted Child Provision.

The benefit payable will be paid as a single per diem amount in one lump sum payment following receipt of a Proof of Claim and is subject to the conditions, limitations, and any exclusions set forth in the Policy.

You or Your Dependents can receive a Benefit Payable for each Covered Condition shown in the Schedule.

**Reoccurrence Benefit:** We will pay the Reoccurrence Benefit Amount shown in the Schedule if:

1. You or Your Dependents are Diagnosed with a reoccurrence of a Covered Condition for which a benefit was paid under this Policy;
2. the Diagnosis is not a second opinion or a reconfirmation of the previous Diagnosis;
3. the date of Diagnosis of reoccurrence is at least 180 days after the previous date of Diagnosis for which a benefit was paid; and
4. You or Your Dependents are insured on the date of Diagnosis of the reoccurrence.

**Cancer Reoccurrence Benefit:** We will pay the Cancer Reoccurrence Benefit Amount shown in the Schedule if:

1. You or Your Dependents are Diagnosed with a reoccurrence of a Cancer for which a benefit has been paid under this Policy;
2. the Diagnosis is not a second opinion or a reconfirmation of the previous Diagnosis;
3. the date of Diagnosis of reoccurrence is at least 180 days after the previous date of Diagnosis for which a Cancer Condition benefit was paid under this Policy;
4. You or Your Dependents are insured on the date of Diagnosis of reoccurrence of a Cancer Condition.

A Diagnosis of Invasive Cancer is considered a different Diagnosis from Non-invasive Cancer.

A Diagnosis of Skin Cancer is considered a different Diagnosis from Non-invasive Cancer or Invasive Cancer.

**Active Treatment for Cancer** means consultation, care or services provided by a Physician including diagnostic measures and taking prescription medications while Cancer is present.

Active Treatment for Cancer does not include Maintenance Drug Therapy or routine follow-up office visits, including testing or surveillance imaging to verify if the Cancer has returned.

**Maintenance Drug Therapy** means ongoing hormonal therapy, immunotherapy or chemo-prevention therapy that is given following the full remission of a Cancer due to primary treatment. It is meant to decrease the risk of a Cancer reoccurrence rather than for the treatment of Cancer that is still present.

## COVERED CONDITIONS

### CANCER CONDITIONS:

**Cancer** means the presence of a malignant tumor or collection of malignant cells as evidenced by histopathological confirmation.

The Date of Diagnosis for a Cancer Condition means the date a definitive pathological Diagnosis of a Cancer Condition is made.

If a pathological Diagnosis cannot be made because it is medically inappropriate or life threatening, and:

1. there is medical evidence to support the Diagnosis; and
  2. a Physician is treating You or Your Dependents for the applicable Condition,
- a clinical Diagnosis will be accepted.

**Non-Invasive Cancer** means the presence of a malignant tumor or collection of malignant cells without evidence of spread beyond the original site of the Cancer cells.

Non-Invasive Cancer includes:

1. micro-invasion; and
2. Carcinoma-in-Situ.

Non-Invasive Cancer does not include:

1. Cervical Intraepithelial Neoplasia/ Dysplasia (CIN I, II III);
2. Vulvar Intraepithelial Neoplasia (VIN I, II, III);
3. Low-grade squamous intraepithelial lesion (LSIL) and High-grade squamous intraepithelial lesion (HSIL);
4. precancerous conditions;
5. pre-malignant conditions; and
6. Skin Cancer.

**Carcinoma in Situ** means a group of abnormal cells found only in the place where they first formed. Such abnormal cells may or may not become malignant.

**Invasive Cancer** means Cancer that has spread beyond the original site of the Cancer cells. In addition to solid tissue malignancies that have spread beyond the original site of the Cancer cells, Invasive Cancer also includes malignancies of the blood, or lymph tissue, Leukemia, lymphoma, Hodgkin's disease, myeloma, Myelodysplastic Syndromes and blood Cancers.

**Myelodysplastic Syndromes** means a group of diseases in which the abnormal cells grow in the bone marrow and lead to failure of bone marrow function, typically treated with chemotherapy and/or a bone marrow transplant.

## COVERED CONDITIONS (continued)

### CHILDHOOD DISEASE CONDITIONS:

**Cerebral Palsy** means a non-progressive neurological defect affecting muscle control which is characterized by abnormal muscle tone, including spasticity and a lack of coordination of movements.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Cerebral Palsy.

**Childhood Diabetes** means a metabolic disease characterized by the inadequate secretion or utilization of insulin, which results in an excessive amount of sugar (glucose) in the blood, based on:

1. laboratory reports of two determinations of an abnormal level of blood sugar/glucose at least one month apart, which demonstrate sustained elevations in blood sugar levels that are diagnostic of Diabetes; or
2. the occurrence of an event that is diagnostic of Diabetes, such as diabetic ketoacidosis.

Childhood Diabetes does not include:

1. pre-diabetes; or
2. gestational diabetes.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Diabetes.

This benefit is not payable in addition to the Diabetes benefit.

**Cleft Lip or Cleft Palate** means:

1. Cleft Lip, which is a narrow opening or gap in the skin of the upper lip that requires surgical intervention; or
2. Cleft Palate, which is an opening between the roof of the mouth and the nasal cavity.

The date of Diagnosis is the date the Dependent Child is Diagnosed with a Cleft Lip or a Cleft Palate.

**Congenital Heart Disease** means a structural abnormality of the heart and/or its associated blood vessels that is present at birth.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Congenital Heart Disease for which surgical intervention is recommended to sustain cardiovascular function.

**Cystic Fibrosis** means a chronic lung disease Diagnosed by a positive sweat test.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Cystic Fibrosis.

**Down Syndrome** means a Diagnosis based on the study of the 21st chromosome revealing Trisomy 21, Translocation or Mosaicism.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Down Syndrome.

**Muscular Dystrophy** means one of a group of genetic diseases of the muscles with progressive weakness and degeneration of muscle tissue, with well-defined abnormalities determined by testing that may include blood tests, genetic tests, imaging studies, electromyography (EMG), and/or muscle biopsy.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Muscular Dystrophy.

**Sickle Cell Anemia** means a blood disorder Diagnosed based on the predominant presence of abnormal hemoglobin proteins (Hemoglobin SS).

The date of Diagnosis is the date the Dependent Child is Diagnosed with Sickle Cell Anemia. Sickle Cell Anemia does not include Sickle Cell Trait.

**Spina Bifida** means a defect of the spinal canal.

The date of Diagnosis is the date the Dependent Child is Diagnosed with Spina Bifida.

Spina Bifida does not include Spina Bifida Occulta.

**FUNCTIONAL LOSS CONDITIONS:**

**Coma** means a condition of continuous state of profound unconsciousness.

The date of Diagnosis is the date You or Your Dependents have been Diagnosed and has been in a Coma:

1. for a period of at least 14 consecutive days; and
2. has a documented Glasgow Coma Score of 8 or less.

Coma does not include a:

1. Coma caused by a Stroke; or
2. medically induced Coma.

**Loss of Hearing** means the irreversible loss of hearing in both ears due to Injury or Sickness.

The date of Diagnosis for Loss of Hearing is the date You or Your Dependents are Diagnosed with a total and permanent loss of hearing in both ears with an average auditory threshold of more than ninety (90) decibels in each ear at a frequency of 500, 1000 and 2000 cycles, as indicated by audiometric testing.

**Loss of Sight** means the irreversible loss of vision in both eyes due to Injury or Sickness.

The date of Diagnosis for Loss of Sight is the date You or Your Dependents are Diagnosed that the best corrected visual acuity is:

1. equal to or worse than 20/200 in both eyes; or
2. a field of vision of less than 20 degrees in both eyes.

**Loss of Speech** means irreversible loss of the ability to speak or communicate verbally without the assistance of a medical device due to Injury or Sickness.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Loss of Speech.

**Paralysis** means sustained complete functional impairment and loss of the ability to voluntarily move any entire extremity for a continuous period of at least 30 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Paralysis.

Paralysis does not include Paralysis that is due to or caused by a Stroke.

## COVERED CONDITIONS (continued)

### ORGAN FAILURE CONDITIONS:

**Bone Marrow Failure** means the chronic irreversible failure of the function of the bone marrow, or an associated abnormality of bone marrow function, for which a bone marrow transplant is indicated by current national treatment guidelines.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Bone Marrow Failure and a bone marrow transplant is recommended by a Physician.

If the Diagnosis supports that You or Your Dependents are medically incapable to undergo a transplant but a transplant would otherwise be recommended due to Bone Marrow Failure, this benefit is still payable.

**Chronic Renal (Kidney) Failure** means the chronic, end-stage, irreversible failure of renal (kidney) function. The date of Diagnosis is the date You or Your Dependents are Diagnosed with Chronic Renal (Kidney) Failure and:

1. Hemodialysis or peritoneal dialysis is recommended and is expected to be at least weekly and to be permanent;
2. a kidney transplant surgery is recommended by a Physician; or
3. You or Your Dependents are placed on the active UNOS or an equivalent organ donation wait list unless a suitable donor is otherwise found,

whichever occurs first.

Chronic Renal (Kidney) Failure does not include acute or temporary renal failure requiring hemodialysis or peritoneal dialysis to sustain life.

If the Diagnosis supports that You or Your Dependents are medically incapable to undergo a transplant; but a transplant would otherwise be recommended due to Chronic Renal (Kidney) Failure, this benefit is still payable.

**Heart Failure** means severe end-stage failure of the heart.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with end-stage Heart Failure and:

1. a Physician has recommended a Left Ventricular Assist Device (LVAD) be inserted as a bridge-to-transplant or as destination therapy;
2. a heart transplant is recommended by a Physician; or
3. You or Your Dependents are placed on the active UNOS or an equivalent organ donation wait list unless a suitable donor is otherwise found,

whichever occurs first.

This benefit does not include a recommendation for an LVAD to be placed on an expected basis for a bridge to recovery.

If the Diagnosis supports that You or Your Dependents are medically incapable to undergo a LVAD procedure or cardiac transplant, but a cardiac or LVAD procedure would otherwise be recommended due to end-stage Heart Failure, this benefit is still payable.

Heart Failure also includes a combination heart and lung transplant. If You or Your Dependents receive a recommendation for combination transplant, a single benefit amount will be payable.

## COVERED CONDITIONS (continued)

**Major Organ Failure (Liver, Lung, Pancreas, Small Bowel)** means failure of the liver, lung, pancreas or small bowel which requires the complete replacement of the applicable organ with an organ from a human donor.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Major Organ Failure (Liver, Lung, Pancreas, Small Bowel) and:

1. organ transplant surgery for the listed organ(s) is recommended by a Physician; or
2. You or Your Dependents are placed on the active UNOS or an equivalent organ donation wait list unless a suitable donor for the organ that has failed is otherwise found.

If the Diagnosis supports that You or Your Dependents are medically incapable to undergo a transplant; but a transplant would otherwise be recommended due to Major Organ Failure, this benefit is still payable.

Major Organ Failure does not include a lung transplant performed simultaneously with a heart transplant, which would be covered under the Heart Failure Condition.

## COVERED CONDITIONS (continued)

### NEUROLOGICAL DISEASE CONDITIONS:

If, at the time of Diagnosis, a Neurological Disease Condition meets the definition of an Advanced Neurological Disease Condition, only the related Advanced Neurological Disease Condition Initial Benefit Amount shown in the Schedule will be payable.

**Alzheimer's Disease** means a progressive degenerative disease of the brain involving a loss of cognitive abilities, including memory.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Alzheimer's Disease.

For this benefit, Alzheimer's Disease does not include other forms of dementia, and does not include the Diagnosis of Mild Cognitive Impairment.

**Mild Cognitive Impairment** means a stage of cognitive decline, characterized by certain diminished mental abilities, but not to an extent that affects daily functioning.

**Amyotrophic Lateral Sclerosis (ALS)** means a progressive degenerative disease that affects nerve cells in the brain and spinal cord causing loss of muscle control, including symptoms of muscle weakness, atrophy, spasticity (tightness) and abnormal reflexes.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Amyotrophic Lateral Sclerosis (ALS).

**Huntington's Disease** means a progressive degeneration of nerve cells in the brain leading to involuntary movements, emotional disturbances, and cognitive decline.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Huntington's Disease.

**Multiple Sclerosis** means a progressive neurological condition that is evidenced by well-defined neurological abnormalities that have occurred at different times and in different locations in the brain and spinal cord.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Multiple Sclerosis.

**Parkinson's Disease** means a chronic, progressive neurodegenerative disorder characterized by:

1. a tremor at rest;
2. muscular rigidity;
3. bradykinesia (slow movements); and
4. gait disturbance.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Parkinson's Disease.

Parkinson's Disease does not include:

1. progressive supranuclear palsy;
2. corticobasal degeneration;
3. multiple system atrophy;
4. vascular parkinsonism; or
5. dementia with lewy bodies.

## COVERED CONDITIONS (continued)

### ADVANCED NEUROLOGICAL DISEASE CONDITIONS:

If, at the time of Diagnosis, a Neurological Disease Condition meets the definition of an Advanced Neurological Disease Condition, only the related Advanced Neurological Disease Condition Initial Benefit Amount shown in the Schedule will be payable.

**Advanced Alzheimer's Disease** means Alzheimer's Disease, including dementia, that has progressed and which will require Substantial Supervision for a continuous period of at least 90 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Advanced Alzheimer's Disease.

**Advanced Amyotrophic Lateral Sclerosis (ALS)** means Amyotrophic Lateral Sclerosis (ALS) that has progressed and which will require Substantial Supervision for a continuous period of at least 90 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Advanced Amyotrophic Lateral Sclerosis (ALS).

**Advanced Huntington's Disease** means Huntington's Disease that has progressed and which will require Substantial Supervision for a continuous period of at least 90 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Advanced Huntington's Disease.

**Advanced Multiple Sclerosis** means Multiple Sclerosis that has progressed and which will require Substantial Supervision for a continuous period of at least 90 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Advanced Multiple Sclerosis.

**Advanced Parkinson's Disease** means Parkinson's Disease that has progressed and which will require Substantial Supervision for a continuous period of at least 90 days.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Advanced Parkinson's Disease.

## COVERED CONDITIONS (continued)

### VASCULAR DISEASE CONDITIONS:

**Coronary Artery Disease (Major)** means a blockage or narrowing of a coronary artery that results in the need for Coronary Artery Bypass Surgery.

Coronary Artery Bypass Surgery means open-heart surgery that involves placement of a healthy vein or artery into a coronary artery to correct (bypass) a narrowing or blockage of the artery.

The date of Diagnosis for Coronary Artery Disease Major is the date a Physician recommends that You or Your Dependents undergo Coronary Artery Bypass Surgery for Coronary Artery Disease.

If the Diagnosis supports that You or Your Dependents would otherwise be recommended to undergo Coronary Artery Bypass Surgery but is medically incapable to undergo the surgery, the requirement for this recommendation is waived.

A benefit for a Coronary Artery Disease (Major) is not payable if it is performed as Treatment for a Heart Attack and the Heart Attack (Myocardial Infarction) benefit is paid.

**Coronary Artery Disease (Minor)** means a blockage or narrowing of a coronary artery which results in the need for Percutaneous Coronary Intervention.

Percutaneous Coronary Intervention means placing a catheter into a coronary artery to correct a narrowing or blockage of the artery using procedures such as:

1. balloon angioplasty;
2. laser angioplasty;
3. atherectomy; or
4. the placement of a stent.

The date of Diagnosis for Coronary Artery Disease Minor is the date a Physician Diagnoses Coronary Artery Disease and recommends that You or Your Dependents undergo a Percutaneous Coronary Intervention for Coronary Artery Disease.

If the Diagnosis supports that You or Your Dependents would otherwise be recommended to undergo Percutaneous Coronary Intervention but is medically incapable to undergo the procedure, the requirement for this recommendation is waived.

A benefit for a Coronary Artery Disease (Minor) is not payable if it is performed as Treatment for a Heart Attack and the Heart Attack (Myocardial Infarction) benefit is paid.

**Heart Attack (Myocardial Infarction)** means the death of a portion of the heart muscle (myocardium).

The date of Diagnosis is the date You or Your Dependents are Diagnosed with a Heart Attack. The Diagnosis for a Heart Attack must concurrently include:

1. the acute diagnostic pattern of increase/decrease of specific cardiac biomarkers, such as troponin; and
2. at least one of the following clinical findings:
  - a. typical clinical symptoms such as central chest pain;
  - b. new electrocardiographic changes of infarction;
  - c. imaging evidence of new loss of viable myocardium; or
  - d. angiographic evidence consistent with limitation of coronary artery flow.

If specific cardiac biomarkers are absent, the Diagnosis for a Heart Attack will be based on the presence of two of the clinical findings listed above in item 2.

## COVERED CONDITIONS (continued)

**Ruptured Aneurysm** means a ruptured cerebral, carotid or aortic aneurysm or aortic dissection, which is Diagnosed.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with a Ruptured Aneurysm.

Aortic means the thoracic and abdominal aorta, but not its branches.

Ruptured Aneurysm does not include damage to the arterial wall as a result of a medical procedure.

**Stroke** means a thrombotic, embolic, or hemorrhagic cerebrovascular event that has been Diagnosed.

The date of Diagnosis for You or Your Dependents is the date the Stroke has caused neurological impairment for a continuous period of at least 30 days from the date the Stroke occurred.

If the Stroke meets the above criteria, and results in death before 30 days of continuous neurological impairment, this benefit will be payable.

Stroke does not include transient ischemic attacks (TIAs) or attacks of vertebrobasilar ischemia.

**Sudden Cardiac Arrest** means the sudden unexpected loss of heart function in which the heart abruptly stops beating effectively due to an internal electrical disturbance from a primary cardiac condition, or pulseless electrical activity; which:

1. results in the lack of pulse, associated with a lack of breathing and loss of consciousness; and
2. requires CPR and/or the use of a cardiac defibrillator to avoid sudden death.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with a Sudden Cardiac Arrest.

Sudden Cardiac Arrest does not include loss of cardiac and respiratory function as the terminal event in death from other end-stage clinical conditions.

A benefit for Sudden Cardiac Arrest is not payable if a benefit for Heart Attack (Myocardial Infarction) is payable.

## COVERED CONDITIONS (continued)

### ADDITIONAL COVERED CONDITIONS:

**Addison's Disease** means a chronic endocrine disorder in which the adrenal glands do not produce adequate cortisol for the body's needs.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Addison's Disease.

**Benign Brain Tumor** means a nonmalignant tumor in the brain, cranial nerves, or meninges within the skull with a minimum size of 1 cm.

The tumor must:

1. require surgical or radiation Treatment; or
2. cause permanent neurological impairment.

Diagnosis of Benign Brain Tumor must be:

1. documented by an MRI of the brain, or other neuroradiologic imaging, or
2. pathologically Diagnosed by examination of tissue (biopsy or surgical excision).

The date of Diagnosis is the date You or Your Dependents are Diagnosed with a Benign Brain Tumor.

Benign Brain Tumor does not include tumors of the skull.

**Myasthenia Gravis** means a chronic condition involving the nerve-muscle connection.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Myasthenia Gravis.

**Systemic Lupus Erythematosus** means a chronic autoimmune inflammatory disorder that can affect the joints and other body organs.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Systemic Lupus Erythematosus.

**Systemic Sclerosis (Scleroderma)** means a chronic autoimmune disease in which normal tissue is replaced with thick tissue overproducing collagen, the main structural component of body tissue.

The date of Diagnosis is the date You or Your Dependents are Diagnosed with Systemic Sclerosis (Scleroderma).

## ADDITIONAL BENEFITS

**Wellness Benefit:** We will pay the Benefit Amount up to the Benefit Maximum Amount shown in the Schedule for Health Screening Test(s) performed on You or Your Spouse or Your Dependents, if insured under this benefit.

Health Screening Test means:

<ul style="list-style-type: none"> <li>• Antibody or Serology testing</li> <li>• At-Home Screening tests for Colon Cancer (such tests must be approved by the Food and Drug Administration)</li> <li>• Biopsy</li> <li>• Blood Test for Cholesterol</li> <li>• Blood test for triglycerides</li> <li>• Biometric Screenings</li> <li>• Bone Density scans</li> <li>• Bone marrow testing</li> <li>• Breast ultrasound</li> <li>• Breast MRI</li> <li>• CA 15-3 (blood test for breast cancer)</li> <li>• CA 125 (blood test for ovarian cancer)</li> <li>• CEA (blood test for colon cancer)</li> <li>• Chest X-ray</li> <li>• Colonoscopy</li> <li>• Complete Blood Count</li> <li>• Doppler screening for carotids</li> <li>• Doppler screening for peripheral vascular disease</li> <li>• Doppler Screening for abdominal aorta</li> <li>• Echocardiogram</li> <li>• Electrocardiogram</li> <li>• Endoscopy</li> <li>• Fasting blood glucose test</li> <li>• Fasting plasma glucose (FPG)</li> <li>• Flexible sigmoidoscopy</li> <li>• Hemocult stool analysis</li> <li>• Hemoglobin A1C(HbA1c)</li> </ul>	<ul style="list-style-type: none"> <li>• HPV Testing</li> <li>• Lipid Panel</li> <li>• Mammography</li> <li>• Monoclonal Antibody Therapy</li> <li>• Pap smear</li> <li>• PSA (blood test for prostate cancer)</li> <li>• Serum Protein Electrophoresis (blood test for myeloma)</li> <li>• Stress test on a bicycle or treadmill</li> <li>• Thinprep pap test</li> <li>• Thermography</li> <li>• Serum cholesterol test to determine level of HDL and LDL</li> <li>• Virtual Colonoscopy</li> <li>• Wellness Fair Screening</li> <li>• Whole Body Skin Cancer Screening</li> </ul>
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This benefit will be paid if the Policy is in force and You or Your Spouse or Your Dependents remain insured under this benefit of the Policy. The benefit will be paid regardless of the results of the test. The Wellness Benefit is paid in addition to any other payments You or Your Dependents receive under the Policy.

## EXCLUSIONS

**Exclusions:** We will not pay a benefit for a Critical Illness contributed to or caused by:

1. intentional self-inflicted Injury, this exclusion does not apply to the Mental Health Disorder Hospital Confinement Benefit if covered under this Policy;
2. attempted suicide, this exclusion does not apply to the Mental Health Disorder Hospital Confinement Benefit if covered under this Policy ;
3. active participation in a riot, felony, assault, or illegal occupation;
4. an act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
5. loss sustained while on active duty as a member of the armed forces of any nation except during any time period insurance is extended under the Continuation during Leave of Absence provision;
6. Intoxication or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, unless prescribed for You by a Physician and taken as prescribed.

We also will not pay a benefit for a Critical Illness that was Diagnosed outside of the United States or Canada, unless the Diagnosis was confirmed by a Physician practicing within the United States or Canada.

For the purpose of these exclusions, **Intoxication** means being under the influence as defined by applicable state law as determined by:

1. the blood alcohol content; or
2. the results of other means of testing blood alcohol content or the content of other substances.

## CLAIM PROVISIONS

**Notice of Claim:** You, the person who has the right to claim benefits or Your authorized representative, must give Us, written notice of a claim, at Our Home Office, within 30 days after:

1. the date of death; or
2. the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address, and the Policy Number.

The claim form is available from Your Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written Proof of Claim should be sent to Us without waiting for the form. Written proof must fully describe the nature and extent of the claim.

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

Proof of Claim may include the following:

1. a completed claim form;
2. a certified copy of the death certificate (if applicable);
3. Your Enrollment form;
4. Your Beneficiary designation (if applicable);
5. all medical information, including reports of diagnostic testing and photocopies of medical records, including histories,
6. physical, mental or diagnostic examinations and treatment notes;
7. the names and addresses of all:
  - a. Physicians or other qualified medical professionals You have consulted;
  - b. hospitals or other medical facilities in which You have been treated; and
  - c. pharmacies which have filled Your prescriptions within the past three years;
8. Your signed authorization for Us to obtain and release medical, employment, and financial information (if applicable);
9. documentation of Your hours worked;
10. proof of any Employer approved Leave of Absence; or
11. any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

You and Your Employer must fill out the applicable designated section of the claim form and then give it to Your attending Physician. The Physician should fill out their section of the form and send it directly to Us.

**Time of Claim Payment:** We will pay a claim immediately for a covered loss after We receive due Proof of Claim. However, if special circumstances require an extension, We will provide You or Your authorized representative with:

1. a description of any further proof needed to complete the claim; and
2. an explanation of why such material is needed.

Benefits for a covered loss will then be paid upon receipt of all proper Proof of Claim.

**Payment of Claims:** All benefits are payable to You. If You die before a benefit is paid, We will pay any amount due in accordance with the Beneficiary provision.

## CLAIM PROVISIONS (continued)

**Overpayment of Claim:** We have the right to recover any overpayments due to:

1. fraud; and
2. any error that You or Your Dependents, We or the plan administrator make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We have the right to recover overpayment from Your Beneficiary or Your spouse if living, otherwise children under the age of 26 or Your estate.

**Legal Action:** You may not bring suit to recover under this provision until 60 days after You have given Us written Proof of Claim. No suit may be brought more than three years after the date of loss.

**Beneficiary** means the person(s) You name in writing to receive any amount of insurance payable due to Your death. You may name or change a Beneficiary by giving written notice to the Administrator. The Beneficiary notice will be effective on the date made, subject to any payment We may have made before the notice was received. For Beneficiary notices, Administrator means the Employer.

If You name more than one Beneficiary, those who survive will share equally unless You specify otherwise. If there is no named Beneficiary living at the time of Your death, We will pay any amount due in the following order:

1. to Your legal spouse or Your domestic partner;
2. to Your natural or legally adopted children in equal shares;
3. to Your parents;
4. to Your brothers and sisters; or
5. to Your estate.

If Your named primary beneficiaries die before You, their share will be payable in equal shares to any other named primary beneficiaries who survive You. If You have named a contingent beneficiary, the contingent beneficiary will only be paid if all primary beneficiaries die before You. If You have not named a primary or contingent beneficiary, or if all the person(s) You have named as primary or contingent beneficiaries die before You, payment will be made as follows:

1. to Your legal spouse or domestic partner, if any
2. if there is no spouse or domestic partner, in equal shares to Your children.
3. if there is no spouse; or domestic partner or children, to Your parents, equally or to the survivor.
4. if there is no spouse; domestic partner, children, or parents, in equal shares to Your brothers and sisters.
5. if none of the above survives, to Your executors or administrators..

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

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

**Rights of Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority:

1. to determine eligibility, for benefits;
2. to interpret the terms, conditions, limitations, and exclusions of the Policy; and
3. to interpret all other provisions of the Policy including the Certificate and any riders, endorsements or amendments.

We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision applies, only where the interpretation of the Policy is governed by the Employee Retirement Income Security Act (ERISA).

This provision:

1. does not prevent Your rights to bring legal action as stated in the Legal Action provision; and
2. does not serve to deprive any insurance department of its statutory rights and obligations.

## CLAIM PROVISIONS (continued)

**Fraud:** We will use all means necessary to support fraud detection, investigation, and prosecution. Submission of false or misleading information may result in denial of Your or Your Dependents' claim, and may be subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Misstatement of Age:** If Your or Your Dependents' age has been misstated, premiums will be adjusted. If the amount of the benefit is based on age, the benefit will be adjusted based upon the correct age

**Misstatement of Tobacco Use:** If You or Your Dependents misstate the status of tobacco use, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon such status, then the benefit will be that which would have been payable, based upon the correct status. Tobacco use means the use of cigarettes, any vape products, or other forms of tobacco during the 12 months period prior to the date of Your or Your Dependents' enrollment.

**Assignment:** Your insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, You must transfer all Your present and future ownership rights to the person to whom You assigned the insurance. This includes the right to change the Beneficiary. You may not make a collateral or partial assignment of Your insurance.

**Contestability:** We may not contest the validity of Your or Your Dependents' insurance, except for the non-payment of premiums, after it has been in force for two years from its date of issue. Statements made in any signed application relating to such insurability will not be used to contest the validity of the insurance after such insurance has been in force for two years from its date of issue. In the event insurance is rescinded, We will refund premiums paid for the periods such insurance is void.

**IMPORTANT NOTICE TO PERSONS ON MEDICARE  
THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

**Some health care services paid for by Medicare may also trigger the payment of benefits from this policy.**

This insurance pays a fixed amount, regardless of your expenses, if you meet the policy conditions, for one of the specific diseases or health conditions named in the policy. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:**

- hospitalization
- physician services
- hospice
- outpatient prescription drugs if you are enrolled in Medicare Part D
- other approved items and services

**This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.**

**Before You Buy This Insurance**

- √ Check the coverage in **all** health insurance policies you already have.
- √ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- √ For help in understanding your health insurance, contact your state insurance department or state health insurance assistance program SHIP.

**CERTIFICATE MODIFICATIONS RIDER**

**Modification(s) to the Certificate**

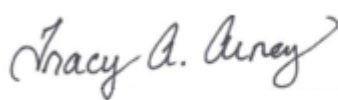
**Policyholder:** Peter Kiewit Sons', Inc.

**Policy Number:** 305812

It is agreed that the Certificate is amended as follows:

Effective January 1, 2025, with respect to residents of the states as shown on the subsequent pages, the following provisions amend, replace or are added, when applicable, to the Certificate, and all other conditions apply.

Signed for UnitedHealthcare Insurance Company by:



Tracy A. Arney, Secretary



Jessica Paik, President

**UnitedHealthcare Insurance Company  
Hartford, Connecticut 06103-3408**

## CERTIFICATE MODIFICATIONS RIDER

### STATUTORY PROVISIONS

#### ALASKA

Residents of the state of Alaska the following provisions are included to bring your Certificate into conformity with Alaska state law:

##### **General Definitions**

If Dependent coverage is included and **Domestic Partner** is defined, it is amended so that any references to gender (i.e., "of the opposite or same sex" or "of the same sex") are removed.

##### **Claim Provisions**

**Overpayment of Claim** is amended to advise that we have the right to recover any overpayments within 180 days of payment of a benefit.

#### ARKANSAS

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

##### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-866-615-8727

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202

##### **Eligibility, Effective Date, and Termination Provisions**

If Dependent coverage is included, **Continuation of an Incapacitated Child** is amended to remove the 31 day notice requirement of the incapacity.

## CERTIFICATE MODIFICATIONS RIDER

### FLORIDA

Residents of the state of Florida:

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

The following provisions are included to bring your Certificate into conformity with Florida state law:

#### **General Definitions**

If Dependent coverage is included and **Domestic Partnership** is defined, it is amended to remove any specific living arrangements and affiliated time period requirements.

If Dependent coverage is included, the definition of **Incapacitated Child** is amended to remove any requirement that the Child be unmarried.

#### **Eligibility, Effective Date and Termination Provisions**

If Dependent coverage is included, **Newborn/Adopted Child Provision** is amended to provide the lowest amount available to Children under the Policy (if You have no other Children covered) applies until We are notified of another amount that is available for Children. The timeframe for notification of, and premium payment for, a newborn or adopted Child is extended to 60 days; and insurance for the newborn/adopted Child may end on the date You request.

An **Extension of Benefits Provision** was added, as follows:

#### **Extension of Benefits:**

If the Policy terminates while You are Totally Disabled as the result of a payable Covered Condition, We will continue to pay benefits related to that Covered Condition which may become payable after the date of termination if the following requirements are met:

1. the Total Disability must be continuous after the date of Your termination; and
2. insurance must not have ended as a result of Your voluntary termination of insurance.

This extension of benefits terminates upon the earliest of the following:

1. the date You are no longer Totally Disabled;
2. the date You receive the maximum benefit amounts payable for the Covered Condition; or
3. 90 days after the date insurance would otherwise terminate.
4. For the purpose of this provision, Totally Disabled/Total Disability means that as a result of a payable Covered Condition, You are no longer Actively at Work.

This extension of benefits is not available if Your insurance is being continued under Portability.

#### **Claim Provisions**

**Time of Claim Payment** is amended to advise that if an extension is required, We must provide within 45 days of receipt of initial proof, a description of any further proof needed and an explanation of why such material is needed.

**Legal Actions** is amended to extend the timeframe in which no suit may be brought from three years after the date of loss to five years.

## CERTIFICATE MODIFICATIONS RIDER

### IDAHO

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

#### Insurer Information Notice

Any questions regarding the Policy may be directed to:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-866-615-8727

If the question is not resolved, you may contact the Idaho Department of Insurance:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### MINNESOTA

Residents of the state of Minnesota, the following provisions are included to bring your Certificate into conformity with Minnesota state law:

#### General Definitions

If Dependent coverage is included, the definition of **Child** is amended to include a grandchild of either the Covered Person or the Covered Person's Spouse who is financially dependent upon and who resides with the Covered Person or the Covered Person's Spouse.

#### Continuation and Reinstatement Provisions

A **Reinstatement following Non-Payment of Premium** provision was added as follows:

**Reinstatement following Non-Payment of Premium:** If, after the Certificate was terminated for non-payment of premium, We later agree to accept the late payment and do not require completion of a written application for reinstatement as a condition of Our accepting the late payment the Certificate will be reinstated.

However, if We require a written application, Your or Your Dependents', if applicable, insurance will be reinstated:

1. on the date that We approve the written application; or
2. on the 45th day after We deposited the late payment if We have not, before the 45th day:
  - a. refunded the late payment to You; or
  - b. disapproved the written application for reinstatement.

The reinstated Certificate will only cover a Critical Illness that occurs on or after the date the Certificate was reinstated.

#### Exclusions

The attempted suicide exclusion (if included in your Certificate), is not applicable.

#### Claim Provisions

**Notice of Claim** is amended to allow that written notice of a claim may also be given to Our authorized agent.

## CERTIFICATE MODIFICATIONS RIDER

### NEW HAMPSHIRE

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

**The following disclosure is included:**

**30 Day Free Look:** The Covered Person has the right to return this certificate within 30 days of its delivery and to have any premium paid, refunded if after examination, he is not satisfied for any reason.

### NORTH CAROLINA

Residents of the state of North Carolina, the following provisions are included to bring your Certificate into conformity with North Carolina state law

**The following disclosures have been added:**

**Important Cancellation Information** — Please Read the Provision Entitled, **Covered Person Termination of Insurance.**

**General Definitions**

The “change in the number of dependents” item in the **Change in Status** definition is amended to remove the requirement that it be for tax purposes. This item is also amended to include placement of a Child in a foster home.

If Dependent coverage is included, the definition of **Child** is amended to include a non-custodial Child, foster children from the date they are placed in a foster home, and a Child for whom You are required to provide insurance due to a court or administrative order. An adopted Child’s insurance is effective from the date of placement for the purpose of adoption and continues unless placement is disrupted prior to legal adoption and the child is removed from placement.

The definition of **Hospital** is amended to include: In North Carolina, Hospital also means a duly licensed State tax-supported institution which may be a specialty facility for one particular type of illness or one that may not have an operating room and related equipment for surgery. State tax-supported institutions includes community mental health centers and other health clinics which are certified as Medicaid providers.

**Eligibility, Effective Date and Termination Provisions**

If Dependent coverage is included, the **Newborn/Adopted Child Provision** is amended to include Foster Children.

**Continuation of an Incapacitated Child** is amended to require proof of continued incapacity not more than once per year.

**Continuation and Reinstatement Provisions**

A **Reinstatement following Non-Payment of Premium** provision was added as follows:

**Reinstatement following Non-Payment of Premium:** If, after the Certificate was terminated for non-payment of premium, and We later agree to accept the late payment and do not require completion of a written application for reinstatement as a condition of Our accepting the late payment, the Certificate will be reinstated.

However, if We require a written application, Your or Your Dependents’, if applicable, insurance will be reinstated:

1. on the date that We approve the written application; or
2. on the 45th day after We deposited the late payment if We have not, before the 45th day:
  - a. refunded the late payment to You; or
  - b. disapproved the written application for reinstatement.

The reinstated Certificate will only cover a Critical Illness that occurs on or after the date the Certificate was reinstated. We will not reinstate any amount of insurance You or Your Dependents, if applicable, continued under the Portability provision unless You cancel such insurance.

**Covered Conditions**

If **Cancer Conditions** is included, the Date of Diagnosis for a Cancer Condition statement is amended to include the date a definitive postmortem Diagnosis of a Cancer Condition is made.

## CERTIFICATE MODIFICATIONS RIDER

### Claim Provisions

**Notice of Claim** is amended to allow that written notice of a claim may also be given to Our authorized agent.

**Proof of Claim** is amended to extend the timeframe in which written proof of claim must be filed, to 180 days.

## NORTH DAKOTA

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

### The following disclosures are included:

**You have 10 days to review this Certificate. If You are not satisfied for any reason, You may send the Certificate back to Us within 10 days of its delivery. In that event, We will consider it void and refund all premium paid by You.**

### General Definitions

If Dependent coverage is included, the definition of **Child** includes a child of a Dependent.

If Dependent coverage is included and **Eligible Student** is defined, the restriction of not being in the armed forces is removed.

### Claim Provisions

**Legal Actions** is amended to reduce the timeframe in which You may not bring suit to recover under this provision until 60 days after You have given Us written Proof of Claim.

## OKLAHOMA

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

### The following disclosures are included:

**Certificates delivered in the state of Oklahoma are subject to the terms and conditions of the Certificate and not the Policy. This Certificate is issued in and governed by the laws of the state of Oklahoma.**

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

### Eligibility, Effective Date, Termination Provisions

If Dependent coverage is included, the **Newborn/Adopted Child Provision** is amended to provide coverage from the moment of birth or the date the Child was adopted or placed with You for adoption.

### Claim Provisions

**Time of Claim Payment** is amended to advise that if an extension is required, We must provide within 45 days of receipt of initial proof, a description of any further proof needed and an explanation of why such material is needed.

**Overpayment of Claim** is amended to advise that we will not request reimbursement more than 12 months after the date the claim was paid, unless the overpayment was due to fraud.

## CERTIFICATE MODIFICATIONS RIDER

### TEXAS

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

#### **General Definitions**

If Dependent coverage is included, the definition of **Child** is amended as follows:

**Child** means Your Dependent Child who is under the Dependent Child Maximum Age shown in the Schedule and who is:

6. a natural Child;
7. a stepchild;
8. a legally adopted Child or adopted grandchild or prior to an adoption if:
  - a. You or Your Spouse is a party in a suit in which the adoption of the Child is sought; or
  - b. the Child is placed with You or Your Spouse for the purpose of adoption, from the moment of placement as certified by the agency making the placement, whichever is earlier;
9. a foster Child;
10. a grandchild who is a dependent of You or Your Spouse for federal income tax purposes at the time the application for coverage of the grandchild is made. Coverage for a grandchild of You or Your Spouse may not be terminated solely because the covered grandchild is no longer a dependent of the insured for federal income tax purposes; or
11. a Child for whom legal guardianship has been awarded to You or Your Spouse.

#### **Claim Provisions**

**Time of Claim Payment** is amended to pay a claim immediately upon or no later than 2 months after We receive due Proof of Claim. If We have not paid the claim when due, and We have not denied it for valid reasons, the benefit due will accrue interest at the rate of 1.5% per month until the claim is paid.

### TEXAS (continued)

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **UnitedHealthcare Insurance Company**

To get information or file a complaint with your insurance company or HMO:

**Call:** UnitedHealthcare Insurance Company

**Toll-free:** 1-866-615-8727

**Mail:** United HealthCare Insurance Company Administrative Offices  
9900 Bren Road East, Minnetonka, MN 55343

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

**Call with a question:** 1-800-252-3439

## CERTIFICATE MODIFICATIONS RIDER

**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** Consumer Protection, MC: CO-CP, Texas Department of Insurance,  
P.O. Box 12030, Austin, TX 78711-2030

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

#### **UnitedHealthcare Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a:** UnitedHealthcare Insurance Company

**Teléfono gratuito:** 1-866-615-8727

**Dirección postal:** United HealthCare Insurance Company Administrative  
Offices,

9900 Bren Road East, Minnetonka, MN 55343

#### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una

queja ante el estado:

**Llame con sus preguntas al:** 1-800-252-3439

**Presente una queja en:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Correo electrónico:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Dirección postal:** Consumer Protection, MC: CO-CP,  
Texas Department of Insurance,  
P.O. Box 12030, Austin, TX 78711-2030

7/2023

## VERMONT

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

#### **Vermont Mandatory Civil Union**

**Purpose:** Vermont law requires coverage for parties to a civil union equivalent to that provided married persons. If any terms of the Policy would not be equivalent, the terms are hereby amended to comply. As used in this Notice, Civil Union means one established according to Vermont law.

**Definitions, Terms, Conditions and Provisions:** In Vermont, the word Spouse, as used in the Policy includes a person with whom the Covered Person has received a Certificate of Civil Union under Vermont law. Any terms that refer to a marital relationship such as "marriage," "spouse," "relative," "beneficiary," "survivor," "immediate family," and any other such terms includes the relationship created by a Civil Union.

## CERTIFICATE MODIFICATIONS RIDER

Terms that refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree," "termination of marriage," and any other such terms include the inception or dissolution of a Civil Union.

Terms that refer to a family relationship arising from a marriage such as "family," "immediate family," "dependent," "children," "relative," "beneficiary," "survivor" and any other such terms include the family relationship created by a Civil Union. A child born or brought to a Civil Union will be a Child under the Policy if he meets all other Policy criteria to qualify under the definition of Child.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE:** Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a Civil Union. For example, under federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA," controls the employer /employee relationship with regard to determining eligibility for enrollment in private employer health insurance plans. Because of ERISA, Act 91 of Vermont state law does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a Civil Union if the public employer provides such coverage to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a Civil Union and their families may or may not have access to certain benefits under a Policy or Certificate that derive from federal law. You are advised to seek expert advice to determine your rights under the Policy.

UHICI-CIVUNION-VT

## WASHINGTON

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

### **General Definitions**

If Dependent coverage is included and **Domestic Partner** is defined, it is amended to always include both opposite or same sex.

If Dependent coverage is included and **Eligible Student** is defined, the restriction of not being married is removed.