Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company 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.

Symetra Life Insurance Company

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

Call: Customer Service Representative at 425-256-8000

Toll-free: 1-800-796-3872 Online: www.symetra.com

Email: https://www.symetra.com/customer-service/how-can-we-help-you/email-us/

Mail: PO Box 34690, Seattle, WA 98124-1690

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
File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO 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.

Symetra Life Insurance Company

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

Llame a: Customer Service Representative al 425-256-8000

Teléfono gratuito: 1-800-796-3872

En línea: www.symetra.com

Correo electrónico: https://www.symetra.com/customer-service/how-can-we-help-you/email-us/

Dirección postal: PO Box 34690, Seattle, WA 98124-1690

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

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

PO Box 12030, Austin, TX 78711-2030



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135 Phone 1-800-796-3872 | www.symetra.com

Select Benefits

Critical Illness Policy

Employer:

Name: The Tarrant County Hospital District dba JPS Health

Network

Policy Number: 12379000 - Plan 8 Effective Date of Coverage: January 1, 2025

CERTIFICATE OF COVERAGE

OPTIONALLY RENEWABLE This Policy is renewable at the option of the Policyholder unless sufficient notice of nonrenewal is given to the Policyholder in writing by us.

NOTICE: The policy, which includes this certificate, may be subject to an increase in premium at time of renewal.

THIS IS NOT A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

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

INTRODUCTION

This is **Your** Certificate of Coverage. It describes the benefits provided through **Your Employer** under the **Policy** issued by Symetra Life Insurance Company (referred to as "**We**, **Us** or **Our**").

This Certificate summarizes the major provisions of the **Policy**, which are important to **You**. The complete terms of the coverage provided are set forth in the **Policy**.

The terms "You, Your or Yourself" referred to in this Certificate of Coverage mean the Certificateholder.

Masculine pronouns used in this Certificate will apply to both genders.

YOU DO NOT HAVE COVERAGE FOR THE BENEFITS DESCRIBED IN THIS CERTIFICATE UNLESS THEY ARE LISTED IN THE **SCHEDULE OF BENEFITS**, OR AS AMENDED.

Keep this Certificate in a safe place. Instructions for submitting a claim for benefits appear at the end of this Certificate.

This Certificate of Coverage replaces all others previously issued.

Notice: The Policy, which includes this certificate, provides a fixed-payment and other benefit for the critical illness conditions specified in the Policy. It does not pay benefits for any other loss causedby Illness or Injury.

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 Us.

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SCHEDULE OF BENEFITS

Eligible Class(es) for Coverage

Eligible class(es) of **Employees** is defined as follows:

Class Description

All **Active Benefit Eligible Employees**, as defined by your **Employer**, who are regularly scheduled to work at least 40 hours per pay period at your

Employer's normal place of business.

Service Waiting Period

If **You** are in an Eligible Class on **Your Employer**'s **Effective Date of Coverage**, there is no **Service Waiting Period**. Otherwise, the **Service Waiting Period** is the first of the month following the date of employment.

Annual Enrollment Period

As determined by Your Employer on a yearly basis.

Employee and Dependent Benefits

Employee Critical Illness Benefit

Critical Illness Benefit Option 1: \$5,000

Option 2: \$10,000 Option 3: \$15,000 Option 4: \$20,000 Option 5: \$25,000 Option 6: \$30,000

Guaranteed Issue Amount up to \$30,000

Recurrence Benefit 100% of the Critical Illness Benefit paid for the initial occurrence of the same

condition

Health Screening Benefit \$50 per person, per Calendar Year

Spouse Critical Illness Benefit

Critical Illness Benefit Option 1: \$5,000

Option 2: \$10,000 Option 3: \$15,000 Option 4: \$20,000 Option 5: \$25,000 Option 6: \$30,000

Guaranteed Issue Amount up to \$30,000

Recurrence Benefit 100% of the Critical Illness Benefit paid for the initial occurrence of the same

condition

Health Screening Benefit \$50 per person, per Calendar Year

Child Critical Illness Benefit

Critical Illness Benefit Option 1: \$1,250

Option 2: \$2,500 Option 3: \$3,750 Option 4: \$5,000 Option 5: \$6,250 Option 6: \$7,500

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SCHEDULE OF BENEFITS (continued)

Guaranteed Issue Amount up to \$7,500

Recurrence Benefit 100% of the Critical Illness Benefit paid for the initial occurrence of the same

condition

Health Screening Benefit \$50 per person, per Calendar Year

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DEFINITIONS

Accident: a sudden, unforeseen, unexpected and involuntary event definite as to time and place and which is independent of disease or bodily infirmity. In order for benefits under the **Policy** to be payable, the **Accident** must occur while the **Insured's** coverage is in force.

Actively at Work: You are at work with **Your Employer** on a day that is one of **Your Employer**'s scheduled workdays. On that day, **You** must be performing, for wage or profit, all of the normal duties of **Your** job:

- a. In the usual way.
- b. For **Your** usual number of hours.
- c. At Your Employer's normal place of business, or alternate location, if approved by the Employer.

You are also considered to be **Actively at Work** on any regularly scheduled vacation day or holiday, only if **You** were **Actively at Work** on the preceding scheduled workday.

Amendment: a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as a **Rider**.

Assignment: the legal transfer of one person's interest in the **Policy** to another person.

Beneficiary: the person or entity to whom benefits for loss of life are payable.

Benefit Year: The time, designated by **Your Employer**, during which the benefit elections **You** make during an Annual Enrollment Period are in effect.

Calendar Year: the period from January 1 through December 31 of the same year.

Certificateholder: the **Employee** who is eligible for coverage under the **Policy**, who is enrolled and for whom **Premium** is paid.

Dependent: the following persons:

- a. Your spouse, as defined by state law.
- b. **Your** child, from the moment of birth, who is under 26 years of age (Limiting Age), regardless if that child lives with **You** or is claimed as a dependent on **Your** last-filed income tax return.
- c. **Your** unmarried child, who is incapable of self-support due to a disabling physical or mental impairment, provided the disabling condition occurs prior to age 26.
- d. **Your** unmarried grandchild, who is under age 26 and a dependent of **Yours** for federal income tax purposes at the time the application for coverage is made.

In addition to the eligible children identified in the paragraph above, a child can also include: stepchildren; legally-adopted children; foster children, including any children legally placed with **You** for adoption or that **You** have filed a petition or suit to adopt; any children **You** support under court order; any other children, related to **You** by blood or marriage, who live with **You** in a regular parent-child relationship; or any children **You** claimed as a dependent on **Your** last-filed federal income tax return.

Disabled: **You** are unable, because of a Covered Critical Illness for which a benefit is payable under this Certificate, to perform the material and substantial duties of any occupation for which **You** are qualified by reason of education, experience or training.

Doctor: a person who meets all of the following conditions:

- a. Is licensed and recognized as a doctor by the state in which he practices.
- b. Is practicing within the scope of his license.
- c. Is performing a service for which benefits are provided under the **Policy**.

Effective Date: the date on which coverage under the **Policy** begins.

Effective Date of Coverage: the date coverage under the **Policy** goes into effect for an **Employer** and for any eligible **Employees** and **Dependents**.

DEFINITIONS (continued)

Employer: the entity, named on the Schedule of Benefits, who has obtained coverage under the Policy.

Employee: a person who is employed by, and paid by, the Employer.

Guaranteed Issue Amount: the amount of benefit available without having to provide evidence of insurability on the date **You** or **Your Dependent** are first eligible for coverage under the **Policy**.

Hospital: a licensed healthcare facility that:

- a. Provides acute care:
- b. Provides 24-hour nursing services;
- c. Provides inpatient therapeutic and diagnostic services for **Illness** or **Injury**;
- d. Provides facilities for major surgery or has a formal arrangement with another healthcare facility for surgical facilities and
- e. Is approved by The Joint Commission on the Accreditation of Healthcare Organizations as a Hospital.

Hospital does not include:

- a. A rest home or nursing home, home for the aged, or convalescent home.
- b. A nursing facility.
- c. A hospice or a place for custodial care or a birthing center.
- d. A place, including a section or wing/ward of a Hospital, primarily for the treatment of substance use disorders.

Hospitalization: admitted to a **Hospital** as an inpatient.

Illness: physical sickness or disease.

Infertility: the inability to get pregnant after a minimum of one year of unprotected sex for an eligible **Insured** who is under 35 years of age, or a minimum of 6 months of unprotected sex for an eligible **Insured** who is 35 years or older.

Injury: bodily harm that is caused by an **Accident** and results directly from the **Accident** and independently of all other cause.

Insured: a person who is eligible for coverage under the **Policy** as an **Employee** or as a **Dependent**, is enrolled, and for whom **Premium** is paid.

Medicare: the benefits provided under Part A and Part B of Title XVIII of the Federal Social Security Act.

Mental Illness: any of the named conditions in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), which includes, among others: Schizophrenia, Bipolar I Disorder, Bipolar II Disorder, Major Depressive Disorder, Borderline Personality Disorder, Post-Traumatic Stress Disorder, Obsessive Compulsive Disorder, Schizotypal Personality Disorder, and Schizoid Personality Disorder.

Policy: the contract between **Us** and the **Policyholder**. The **Policy** is comprised of the Policy Specifications, the **Employer** section, the Policy Contents and this Certificate. This Certificate describes all of **Your** covered benefits under the **Policy**.

Policyholder: the entity identified on the master application for the **Policy** as such and to whom the **Policy** is issued.

Premium: the dollar amount paid by Your Employer and/or You to keep the Policy in force.

Prior Coverage: any critical illness, specified disease, or any other like coverage which **Your Employer** has replaced with coverage under the **Policy**.

The cost of the **Prior Coverage** must have been paid through its date of termination. The termination date must have occurred within 1 day of **Your Employer**'s **Effective Date of Coverage** under the **Policy**.

Proof of Loss: a statement that must be furnished by You to Us before any benefits may be paid under the Policy.

Provider: any **Doctor**, health professional, **Hospital**, or recognized entity licensed to provide **Hospital** or medical services to **Insureds** covered under the **Policy**.

Rider: a document that modifies the **Policy** or Certificate, and becomes part of the **Policy** or Certificate, also known as an **Amendment**.

DEFINITIONS (continued)

Service Waiting Period: the length of time **You** must wait from **Your** date of employment or (if later, the date **You** become a member of an Eligible Class before **Your** coverage can begin.

Schedule of Benefits: are the pages of the Certificate, which list the benefits available to **You** as selected by **Your Employer**.

Specialist: a person who:

- a. Is licensed and recognized as a **Doctor** by the state in which he practices.
- b. Is practicing within the scope of his license.
- c. Is board eligible or board certified in the appropriate specialty or sub-specialty needed to diagnose and treat the diseases or conditions covered as a critical illness under the **Policy**.

Examples of a **Specialist** are:

- a. Cardiologist for Heart Attack
- b. Neurologist for Advanced Alzheimer's Disease
- c. Ophthalmologist for Loss of Sight
- d. Oncologist for Invasive Cancer

We, Us, Our: Symetra Life Insurance Company.

You, Your, Yours: a(n) Employee who is currently insured under the Policy and this Certificate. (See also Insured.)

ELIGIBILITY FOR COVERAGE

Eligible Employees

You are eligible for coverage under the Policy if all of the following conditions are met:

- a. You are Actively at Work.
- b. You are a member of an Eligible Class as described in the Schedule of Benefits.

The Date You Are Eligible for Coverage

You first become eligible for coverage on the later of:

- a. The Employer's Effective Date of Coverage.
- b. The date on which You complete the Service Waiting Period.
- c. The date You become a member of an Eligible Class.

Enrollment

In order to become covered for the benefits under the **Policy**, **You** must first enroll in writing on a form approved by **Us** giving the information **We** require. **You** may only enroll at the following times:

- a. Within 31 days of Your eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date You have a qualifying life event change.

Life Event Changes

Life event changes that qualify You to enroll earlier than the next Annual Enrollment Period are:

- a. A change in **Your** legal marital status, including marriage, divorce, legal separation, annulment, or death of a spouse.
- b. A change in the number of **Your Dependents**, including birth, death, adoption, placement for adoption, or filing of a petition or suit for adoption, or award of legal guardianship.
- c. A change in the eligibility of a **Dependent** due to reaching the Limiting Age or any similar circumstance.
- d. A change in employment status which causes Your spouse to become ineligible for group coverage.
- e. A change in **Your** classification from part-time to full-time or from full-time to part-time.

Effective Date of Your Coverage

Your coverage becomes effective on the latest of the following dates:

- a. The date You become eligible (if You enroll before that date).
- b. The date **You** enroll for coverage (if **You** do so within 31 days from the date **You** first become eligible or have a qualifying life event change).
- c. The date the next Benefit Year begins (if You enroll during an Annual Enrollment Period)
- d. The date the required contribution or **Premium** is received.

If, because of **Illness** or **Injury**, **You** are not **Actively at Work** on the date **Your** coverage would normally take effect, **Your Effective Date of Coverage** will be delayed until the date **You** have returned to active work for a period of 5 days.

If You have any questions about Your eligibility or enrollment, contact Your Employer.

Eligible Dependents

This section applies if the **Schedule of Benefits** shows **You** are entitled to elect **Dependent** benefits. A family member is eligible for coverage under the **Policy** if all of the following conditions are met:

- a. You are eligible for coverage under the Policy.
- b. The family member qualifies as a **Dependent** as defined under the **Policy**.
- c. The **Dependent** is not covered as an **Employee** under the **Policy**.

If both **You** and **Your** spouse are covered under the **Policy** as **Employees**, either, but not both, may elect to cover children who are eligible **Dependents**.

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The Date a Dependent is Eligible for Coverage

A Dependent first becomes eligible to be an Insured on the later of:

The date You become eligible.

b. The date **You** acquire a **Dependent** such as through marriage, birth, adoption, placement for adoption or filing a petition or suit for adoption.

Enrollment

In order for a **Dependent**, other than a newborn or newly adopted child, to become an **Insured**, **You** must first enroll the **Dependent** in a manner approved by **Us** giving the information **We** require. **You** may enroll a **Dependent** at the same time as **You** enroll **Yourself** for coverage. If **You** have already enrolled **Yourself**, **You** may add a **Dependent** at the following times:

- a. Within 31 days of the **Dependent**'s eligibility date.
- b. During an Annual Enrollment Period designated by the **Employer**.
- c. Within 31 days of the date **You** have a qualified life event change.

It is important that You promptly notify Us of additional Dependents to assure accurate claim handling.

If You have not enrolled Yourself, You may not enroll a Dependent.

Effective Date of Dependent Coverage

Dependent coverage becomes effective on the latest of the following dates:

- a. The date the **Dependent** becomes eligible (if **You** enroll the **Dependent** before that date).
- b. The date **You** enroll the **Dependent** for coverage (if **You** do so within 31 days from the **Dependent's** eligibility date or the date of a life event change).
- c. The date the next Benefit Year begins (if You enroll the Dependent during an Annual Enrollment Period).
- d. The date **Premium** is received.

If **You** did not elect **Dependent** coverage before the birth or adoption of a child, **Dependent** coverage will be provided immediately for the first 31 days following the birth or adoption of that child. Coverage will continue beyond the first 31-day period for that child if:

- a. You notify Us, of the birth or adoption of such child; and
- b. Within 60 days of the date of birth or adoption, **You** authorize **Your Employer** to deduct **Your** required contribution toward the cost of **Your Dependent** coverage from **Your** pay.

However, **Your** child will be covered for Critical Illness Benefits for 31 days following the date of birth, adoption, or placement for adoption without authorizing **Your Employer** to deduct any amounts from your pay.

If a **Dependent**, other than a newborn child, is **Hospitalized** on the date he would otherwise become an **Insured**, he will become an **Insured** on the first day following his release from the **Hospital** or **Health Care Facility**.

If You have any questions about a Dependent's eligibility or enrollment, contact Your Employer.

Continuity with Prior Coverage

If **You** and **Your Dependents** were insured under **Prior Coverage** on the day it terminated and enroll for coverage under the **Policy** to take effect on the **Employer**'s **Effective Date of Coverage**, the following provisions apply to prevent a loss of coverage.

Effective Date of Coverage

Your Effective Date of Coverage will not be delayed if You were not Actively at Work, because of an Illness or Injury, on the date coverage under the Policy would otherwise take effect.

Coverage will not be delayed for a **Dependent** who is **Hospitalized** or other healthcare facility on the date coverage under the **Policy** would otherwise take effect.

Change in Amounts of Benefits

The following paragraph applies if the **Schedule of Benefits** shows different levels of coverage for Hourly **Employees** or benefit amounts based on class.

Any change in the amount of benefits due to a change in **Your** class or status, is effective on the date **Your** class or SBC-04535/TX 1/21

status changes, provided all of the following are met:

- a. You are performing all the normal duties of Your job at Your Employer's normal place of business.
- b. You make any required contribution or Premium payment for the change to take effect.

Changes in the amount of benefits due to an **Amendment** or **Rider** to **Your Employer**'s coverage under the **Policy**, take effect for an **Insured** on the **Effective Date** of the **Amendment** or **Rider**.

Benefits, payable under the **Policy**, are based on the coverage amounts in effect at the time a Covered Critical Illness condition is diagnosed.

Change in Amounts of Coverage

Once **You** have enrolled, **You** cannot make any changes in **Your** elected coverage until **Your Employer**'s next Annual Enrollment Period.

Effective Date of Change

Any decrease in the amount of coverage is effective on the first day of the next **Benefit Year**.

Any increase in the amount of coverage is effective on the first day of the next **Benefit Year**, provided:

- a. You are Actively at Work; and
- b. **You** make any required contribution or **Premium** payment for the change to take effect. Any decrease in the amount of coverage is effective on the first day of the next **Benefit Year**.

Termination of Your Coverage

Your coverage will cease on the earliest of:

- a. The date the **Policy** is canceled.
- b. The date Your Employer's coverage ceases under the Policy.
- c. The date the first of the following events occurs:
 - i. Your membership in an eligible class ceases.
 - ii. Your employment with Your Employer ceases.
 - iii. You are no longer Actively at Work.
 - iv. You or Your Employer cease to make contributions or Premium payments for Your coverage subject to the 60 day Grace Period. Coverage will terminate on the last day of the grace period if the premium due is not paid by the end of the grace period.
 - v. You are pensioned or retired, as defined by Your Employer.
 - vi. The date **You** begin active duty as a member of the armed forces (land, water, air) of any country or international authority, except as provided under the Continuation of Coverage provision.

Termination of Dependent Coverage

Dependent coverage, if applicable, will cease on the earliest of:

- a. The date the Policy is canceled.
- b. The date Your coverage ceases.
- c. The date all **Dependent** coverage ceases under the **Policy**.
- d. The date the first of the following occurs:
 - i. You are no longer in a class eligible for **Dependent** coverage.
 - ii. The family member ceases to be an eligible **Dependent**.

Coverage will be continued for a **Dependent** child beyond the Limiting Age for as long as the child is: unmarried, incapable of self-support because of a disabling mental or physical impairment and dependent on the **Certificateholder** for support.

Proof of the disabling impairment must be given to **Us** no later than 31 days after the date **Your** child attains the Limiting Age. Subsequently, **We** have the right to require proof of **Your** child's impairment, but not more often than once per year after two years from the date the Limiting Age is attained.

See "Continuation of Coverage" provision for any exceptions to the Termination provisions.

Continuation of Coverage During Temporary Absence

Coverage may continue, as described below, beyond the day it would otherwise cease under the Termination provisions if **You** are absent from work due to any of the following reasons. Any continued coverage:

- a. Is subject to payment of the required contribution or **Premium**.
- b. Must be requested, in writing, by Your Employer.
- c. Terminates if:
 - i. The **Policy** terminates.
 - ii. Your Employer ceases to be an Employer under the Policy.
 - iii. You begin work for pay or profit with another employer.

In no event will coverage continue beyond the maximum time shown below for any temporary absence. If **You** qualify to continue coverage for more than one reason, the periods of continuation will run concurrently. The continuation periods may not be applied consecutively.

If **You** are absent from work due to any of the following reasons ("Absences"), coverage may be continued up to the maximum time shown for each type of Absence.

Illness, Injury, or Disability:

If **You** are absent from work due to an **Illness** or **Injury**, all of **Your** coverage may be continued for a period of 6 consecutive month(s) from the date **You** were last **Actively at Work**.

Personal Leave of Absence

If **You** are on an employer-approved leave of absence, all of **Your** coverage may be continued for up to 2 month(s) following the date **You** were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Family Medical Leave of Absence

If **You** are on a leave of absence approved in accordance with the federal Family and Medical Leave Act of 1993 and any amendments to it (FMLA) or a similar state law, all of **Your** coverage may be continued for up to 3 month(s) following the date **You** were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately. Continuation under this FMLA leave provision will not apply if coverage may be continued for a longer period of time under the provision for temporary absence due to **Illness** or **Injury**.

Military Leave of Absence

If **You** are on a military leave of absence taken in accordance with the federal Uniformed Services Employment and Reemployment Rights Act of 1994 and any amendments to it (USERRA), all of **Your** coverage may be continued for up to 12 week(s) following the date **You** were last **Actively at Work**. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Sabbatical

If **You** are on an employer-approved sabbatical, all of **Your** coverage may be continued for up to 2 month(s) following the date **You** were last **Actively at Work**. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.

Temporary Layoff

If **You** are temporarily laid off by the **Employer** due to lack of work, all of **Your** coverage may be continued for up to 2 month(s) following the date **You** were last **Actively at Work**. If the layoff becomes permanent, this continuation will cease immediately.

Temporary Production Shutdown

If **You** are not at work due to a temporary production shutdown by the **Employer**, all of **Your** coverage may be continued for up to two month(s) following the date **You** were last **Actively at Work**. If the production shutdown becomes permanent, this continuation will cease immediately.

Labor Strike/Labor Dispute

If **You** are not at work due to a labor strike or dispute, all of **Your** coverage may be continued for up to one month(s) following the date **You** were last **Actively at Work**. If the labor strike or dispute ends earlier, this continuation will cease immediately.

If **Your** coverage is continued for any Absence described above, **Dependent** coverage may continue until **Your** coverage ends.

Your coverage will not be continued for any Absence occurring within 30 days after any Absence for which coverage was continued.

In all other respects, the terms of **You** and **Your Dependent** coverage remain unchanged. Upon written request from **Your Employer**, **We** may agree to continue **Your** coverage for reasons other than those listed above, provided **Your Employer** provides a plan of continuation which applies to all **Employees** the same way.

Post-Termination Continuation of Coverage

Employee coverage may be continued following termination of employment if You meet all of the following conditions:

- a. You were Actively at Work on the date Your employment ceases.
- b. You are under 65 years of age.
- c. You are not pensioned or retired, as defined by Your Employer.
- d. You are not scheduled for immediate deployment as a full-time member of the armed services of any country.

You have 31 days from the date **Your** employment ceases to elect continuation of coverage. If **You** choose to continue coverage **You** must pay the full cost of coverage each month. The coverage will be identical to the coverage **You** had immediately prior to the date **Your** employment ceased.

Coverage may be continued up to the date the first of the following events occurs:

- a. You begin work for pay or profit with another employer.
- b. You attain 65 years of age.
- c. You are pensioned or retired, as defined by Your Employer.
- d. **You** enter full-time active duty as a member of the armed forces (land, water, air) of any country or international authority.
- e. You request, in writing, to cancel coverage.

Any continued coverage:

- a. Is subject to payment of the required **Premium**.
- b. Terminates if the **Policy** terminates.

Reinstatement

If **You** ceased to be eligible for coverage, coverage that terminated may be reinstated if **You** become eligible again within 30 days from the date **You** were last eligible. **Your** reinstated coverage will take effect on the first day of the calendar month following the date in **You** become eligible again. If **You** do not qualify for reinstatement within 30 days from the date **You** were last eligible, **You** will be treated as a new **Employee**.

Evidence of insurability will not be required to reinstate coverage.

Reemployment

If **You** are rehired, **You** will be treated as a new **Employee**, unless **Your** coverage may be reinstated as described in this Certificate.

BENEFITS

Critical Illness Benefit

The Critical Illness Benefit will be paid if, while covered under the **Policy**, an **Insured** is diagnosed with a Covered Critical Illness as described below. The benefit payable is based on a percentage of the benefit amount in effect for the **Insured**. The benefit amount in effect is determined by the benefit amount as shown in the **Schedule of Benefits**.

The Covered Critical Illnesses categorized as Childhood Conditions Benefits are payable only for a diagnosis in a Dependent child.

Covered-Critical Illness

Core Benefits Covered Critical Illness	Percentage of Benefit Amount Payable
Invasive Cancer Minor Cancer (In Situ) Heart Attack (Myocardial Infarction) Coronary Artery Disease Needing Surgery or Angioplasty Stroke Major Organ Failure End Stage Renal Failure Loss of Sight Loss of Speech Loss of Hearing Paralysis Severe Burns	100% 50% 100% 25% 100% 100% 100% 100% 100% 100% 100% 10
Infectious Disease Covered Critical Illness Occupational HIV	Percentage of Benefit Amount Payable 100%
Neurological Conditions Covered Critical Illness	Percentage of Benefit Amount Payable
ALS and Other Motor Neuron Diseases Advanced Alzheimer's Disease Parkinson's Disease Advanced Multiple Sclerosis Coma	100% 100% 100% 100% 100%
Childhood Conditions Benefits <u>Covered Critical Illness</u>	Percentage of Benefit Amount Payable
Major Congenital Structural Anomaly Congenital Metabolic Disorder Congenital Chromosomal Abnormality Chronic Medical Condition Commonly Diagnosed in Childhood	100% 100% 100% 100%

A benefit is payable once for a specific Covered Critical Illness. A Recurrence Benefit may be payable if the same critical illness is subsequently diagnosed.

Only one benefit is payable if the date of diagnosis of two or more Covered Critical Illnesses is the same day. The single benefit paid will be for the Covered Critical Illness that provides the largest benefit amount. If the benefit amounts are equal, the benefit paid will be for the Covered Critical Illness selected by the **Employee**.

If **You** are diagnosed with a different Covered Critical Illness described below, **We** will pay an additional Critical Illness Benefit.

Covered Critical Illness Descriptions

Core Benefits

Invasive Cancer

Invasive Cancer is defined as a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of neighboring tissue that is supported by histological evidence of malignancy. Invasive Cancer includes:

- a. Leukemia.
- b. Lymphoma.
- c. Sarcoma.
- d. Malignant melanoma greater than 1mm in thickness.
- e. Any type of breast cancer.
- f. Multiple myeloma.

Diagnosis Requirements

Invasive Cancer must be diagnosed by a Specialist according to a Pathological or Clinical Diagnosis.

a. Pathological Diagnosis

A diagnosis on a pathology report of Invasive Cancer based on a microscopic study of fixed tissue or preparations from the blood system. This type of diagnosis must be done by a **Specialist** whose diagnosis of malignancy conforms to the standards set by the American College of Pathology.

b. Clinical Diagnosis

A diagnosis of Invasive Cancer based on the study of symptoms and diagnostic test results.

We will accept a Clinical Diagnosis of Invasive Cancer only if the following conditions are met:

- i. A Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- ii. There is medical evidence to support the diagnosis; and
- iii. A **Specialist** is treating the **Insured** for Invasive Cancer.

Diagnosis Date

The date of diagnosis is the date of biopsy or other test that generates a definite diagnosis of cancer that satisfies the Invasive Cancer description.

Exclusions and Limitations

An Invasive Cancer Critical Illness Benefit will not be paid for the following:

- a. Pre-malignant tumors or polyps.
- b. Any Non-Melanoma Skin Cancer.
- c. Any Minor Cancer (In Situ).

Minor Cancer (In Situ)

Minor Cancer (In Situ) is defined as a cancer wherein the tumor cells lie within the tissue of origin and have not spread to neighboring tissue. Non-Invasive Cancer includes:

- a. Chronic lymphocytic leukemia that has not progressed beyond RAI Stage 0;
- b. Stage 1A (T1a) malignant melanoma (melanoma less than or equal to 1.0 mm in thickness, not ulcerated and without Clark level IV or level V invasion); or
- c. Early prostate cancer classified as T1a or T1b (or equivalent staging) without lymph node or distant metastasis.

Diagnosis Requirements

The diagnosis must be confirmed with a report from a Specialist that includes the pathology report.

Diagnosis Date

The date of diagnosis is the date of biopsy or other test that generates a definite diagnosis of cancer that satisfies the Minor Cancer (In Situ) description.

Exclusions and Limitations

A Minor Cancer (In Situ) Critical Illness Benefit will not be paid for the following:

- a. skin cancer other than invasive malignant melanoma of the dermis or deeper or skin malignancies that have become metastatic;
- b. pre-malignant lesions (such as intraepithelial neoplasia);

- c. any Non-Melanoma Skin Cancer;
- d. any Invasive Cancer; or
- e. benign tumors or polyps.

Heart Attack (Myocardial Infarction)

Heart Attack (Myocardial Infarction) is defined as the ischemic death of a portion of the heart muscle due to a blockage of one or more coronary arteries.

Diagnosis Requirements

The diagnosis must be made by a **Specialist** and based on serial measurement of cardiac biomarkers in the blood showing a pattern and to a level consistent with a diagnosis of Heart Attack (Myocardial Infarction) and any other diagnostic criteria to meet the clinically accepted definition for heart attack.

Diagnosis Date

The date of diagnosis is the date of the Heart Attack as confirmed by a Specialist.

Exclusions and Limitations

A Heart Attack Critical Illness Benefit will not be paid for the following:

- a. Established or old heart attack (myocardial infarction) found on imaging or electrocardiogram.
- b. Angina.
- c. Cardiomyopathy.
- d. Myocarditis.
- e. All other forms of acute coronary syndromes.

Coronary Artery Disease Needing Surgery or Angioplasty

Coronary Artery Disease Needing Surgery or Angioplasty is defined as coronary artery disease with blockages in one or more coronary artery(s) demonstrated on cardiac catheterization coronary angiography that requires the **Insured** to undergo either coronary artery bypass surgery or coronary angioplasty.

Diagnosis Requirements

The **Insured** must require coronary bypass or angioplasty surgery intervention on the coronary artery(s) following clinically accepted cardiovascular surgery guidelines, either for prognostic benefit or for symptomatic coronary artery disease that cannot be adequately managed on optimal medical therapy.

Diagnosis Date

The date of diagnosis is the date the **Insured** is diagnosed with coronary artery disease that satisfies this Coronary Artery Disease Needing Surgery or Angioplasty description.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for coronary artery conditions that are treatable by non-surgical intervention procedures including, but not limited to, diagnostic coronary angiography.

Stroke

Stroke is defined as an acute cerebrovascular incident resulting in irreversible death of brain tissue due to intra-cranial hemorrhage or cerebral infarction due to embolism or thrombosis in an intra-cranial vessel.

Diagnosis Requirements

This event must result in:

- a. neurological functional impairment with objective neurological abnormal signs on physical examination by a
 Specialist and
- b. the diagnosis must also be supported by findings on brain imaging and must be consistent with the diagnosis of a new Stroke.

Diagnosis Date

The date of diagnosis is the date of the Stroke as confirmed by neurological evidence.

Exclusions and Limitations

A Stroke Critical Illness Benefit will not be paid for the following:

- a. Transient Ischemic Attacks (TIA);
- b. Brain damage due to an Accident, Injury or hypoxia;

- c. Vascular disease affecting the eye, optic nerve, or vestibular functions;
- d. Asymptomatic silent stroke found on imaging.

Major Organ Failure

Major Organ Failure is defined as the permanent failure or loss of one or more of the following organs: heart, liver, lung, or pancreas, that requires a surgical transplant of a human organ.

Diagnosis Requirements

A **Specialist** must determine that a transplant of one or a combination of the above mentioned organs is necessary to treat organ failure in the **Insured** and the **Insured** must be actively engaged in a course of treatment with the goal of eventual transplant. The transplant goal requirement is waived if the **Insured** is too ill to undergo transplant surgery, but surgery would otherwise be recommended due to the organ failure.

Diagnosis Date

The date of diagnosis is the date the **Insured** is diagnosed as needing a transplant as the result of organ failure.

Exclusions and Limitations

The need for transplant of any other organs, parts of organs, tissues or cells is not included in this definition.

If an **Insured** is diagnosed with the need for multiple organ transplants, only one benefit will be paid.

End Stage Renal Disease

End Stage Renal Failure (Kidney Failure) is defined as the total and irreversible failure of both kidneys which requires permanent regular renal dialysis or a kidney transplant.

Diagnosis Requirements

A **Specialist** must confirm that either of the following is necessary:

- a. The Insured must undergo regular renal dialysis at least weekly.
- b. The **Insured** needs a kidney transplant.

Diagnosis Date

The date of diagnosis is the date a **Specialist** determines that permanent regular renal dialysis is necessary or the date the **Insured** is diagnosed with the need for a kidney transplant.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for acute reversible kidney failure that only needs temporary renal dialysis.

Loss of Sight

Loss of Sight is defined as permanent and irreversible loss of sight in both eyes. Loss of Sight is a Covered Critical Illness when it is due to an **Accident** or cataracts, glaucoma, macular degeneration, or similar disease. Loss of Sight is also a Covered Critical Illness if it is due to a congenital disorder in a newborn child.

Diagnosis Requirements

A **Specialist** must clinically confirm that the **Insured's** corrected visual acuity is 20/200 or less or the field of vision is less than 20 degrees in both eyes.

Diagnosis Date

The date of diagnosis is the date Loss of Sight satisfying the diagnostic requirements above is confirmed by a **Specialist**.

Exclusions and Limitations

A Critical Illness Benefit will not be paid if the blindness is correctable by aides or surgical procedures or for loss of sight caused by a Childhood Condition for which a benefit was paid in the last 12 months.

Loss of Speech

Loss of Speech is defined as permanent loss of the ability to speak to the extent that the **Insured** is unintelligible to another person with normal hearing. Loss of Speech is a Covered Critical Illness when it is due to an **Accident** or Guillain Barre syndrome, Huntington's disease chorea, or similar disease. Loss of Speech is also a Covered Critical Illness if it is due to a congenital disorder in a newborn child.

Diagnosis Requirements

The **Insured** must be able to demonstrate that the loss has been continuous for at least 180 days. The diagnosis of loss must be made by a **Specialist**.

Diagnosis Date

The date of diagnosis is the date Loss of Speech satisfying the diagnostic requirements above is confirmed by a **Specialist**.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for Loss of Speech resulting from the following:

- a. Stroke or Invasive Cancer.
- b. All psychiatric causes.
- c. Loss of speech caused by a Childhood Condition for which a benefit was paid in the last 12 months.

Loss of Hearing

Loss of Hearing is defined as permanent reduction of hearing in both ears to a point that the **Insured** is unable to hear sounds at or below 90 decibels. Loss of Hearing is a Covered Critical Illness when it is due to an **Accident** or bacterial meningitis, Meniere's disease, or similar disease. Loss of Hearing is also a Covered Critical Illness if it is due to a congenital disorder in a newborn child.

Diagnosis Requirements

The diagnosis must be made by a **Specialist** as diagnosed by audiometric testing.

Diagnosis Date

The date of diagnosis is the date Loss of Hearing satisfying the diagnostic requirements above is confirmed by a **Specialist**.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for hearing loss that is correctable with aids or surgery or for hearing loss caused by a Childhood Condition for which a benefit was paid in the last 12 months.

Paralysis

Paralysis is defined as damage to the brain or spinal cord caused by an **Accident** or **Illness** that results in quadriplegia, paraplegia, hemiplegia, or diplegia.

Diagnosis Requirements

There must be complete and permanent loss of use of two or more limbs that is present for a continuous period of at least 180 days.

Diagnosis Date

The date of diagnosis is the date Paralysis satisfying the diagnostic requirements above is confirmed by a **Specialist**.

Severe Burns

Severe Burns is defined as having sustained third degree burns.

Diagnosis Requirements

The third degree burns must cover at least 20% of the surface area of an Insured's body.

Diagnosis Date

The date of diagnosis is the date an **Insured** is diagnosed with Severe Burns that satisfy the diagnostic requirements above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid when the degree of burn damage is classified as first-degree or second-degree.

Infectious Disease

Occupational Human Immunodeficiency Virus (HIV)

Occupational Human Immunodeficiency Virus (HIV) Infection is defined as infection with the human immunodeficiency virus (HIV) resulting from an accidental **Injury** which exposed the **Insured** to HIV-contaminated blood or bodily fluids during the course of the **Insured's** normal occupation.

The **Accident** causing the infection of HIV must have occurred in the United States or its territories and while covered under the **Policy**. In addition, the **Insured** must report the **Accident** to the employer within 24 hours of the **Accident**.

Diagnosis Requirements

All of the following conditions must be satisfied:

- a. A blood test showing no HIV or HIV antibodies must be carried out within 14 days of the Accident.
- b. Seroconversion must be proven with another HIV test within 180 days of the **Accident**, indicating presence of infection by HIV.

Diagnosis Date

The date of diagnosis is the date of the **Accident** that caused the HIV infection.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for the following:

- a. HIV infection acquired via sexual transmission.
- b. HIV infection acquired via intravenous (IV) drug use.
- c. HIV infection determined not to be the result of an Accident.

Neurological

Amyotrophic Lateral Sclerosis (ALS) and other Motor Neuron Diseases

Amyotrophic Lateral Sclerosis (ALS) and other Motor Neuron Diseases is defined as a definite diagnosis by a **Specialist** of spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis (ALS or Lou Gehrig's Disease) or primary lateral sclerosis.

Diagnosis Requirements

There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be permanent functional neurological impairment with objective evidence of motor dysfunction with muscle weakness that has persisted for a continuous period of at least 90 days.

Diagnosis Date

The date of diagnosis is the date the diagnosis of a covered motor neuron disease is confirmed by a Specialist.

Advanced Alzheimer's Disease

Advanced Alzheimer's Disease is defined as dementia due to Alzheimer's Disease, where there is progressive and permanent deterioration of memory and intellectual capacity.

Diagnosis Requirements

The diagnosis of Alzheimer's Disease must be confirmed by a **Specialist** and the diagnosis must be supported by clinically accepted standardized cognitive testing and neurological examination.

There must be Advanced Alzheimer's Disease where there is significant reduction in mental and social functioning where the **Insured** is unable to perform independently, at least 2 of the following 6 "Activities of Daily Living" for a continuous period of at least 180 days:

Activities of Daily Living are defined as:

- a. Bathing washing oneself by sponge bath or in the tub or shower, including the task of getting into or out of the tub or shower.
- b. Dressing putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- c. Eating feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
- d. Transferring moving into and out of bed or a wheelchair.
- e. Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- f. Continence the ability to maintain control of bowel and bladder function or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

Diagnosis Date

The date of diagnosis is the date Alzheimer's satisfying the diagnostic requirements above is confirmed by a Specialist.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for other causes of dementia including, but not limited to, the following:

- a. Psychiatric illnesses.
- b. Alcohol or other drug related brain damage.
- c. Stroke and vascular dementia.
- d. Parkinson's disease.
- e. Huntington's disease.
- f. Coma.

Coma

Coma is defined as a state of profound unconsciousness from which an **Insured** cannot be aroused to consciousness by external or internal stimulation, as determined by a **Doctor** as the result of an **Accident** or **Illness**.

Diagnosis Requirements

This diagnosis must be supported by evidence of all the following:

- a. No response to external stimuli for at least 96 hours.
- b. Life support measures are necessary to sustain life.
- c. Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

Diagnosis Date

The date of diagnosis is the date the **Insured** entered a coma that persisted continuously for at least 96 hours.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for the following:

a. Medically induced coma.

Multiple Sclerosis

Multiple Sclerosis is defined as a diagnosis made by a **Specialist** of definite Multiple Sclerosis.

Diagnosis Requirements

Both of the following two (2) criteria must be present:

- There must be permanent functional neurological impairment with objective evidence of motor or sensory dysfunction, which must have persisted for a continuous period of at least 180 days.
- 2. The diagnosis must also be confirmed with objective neurological investigations, such as lumbar puncture, evoked visual responses, evoked auditory responses and MRI evidence of lesions of the central nervous system.

Diagnosis Date

The date of diagnosis is the date Multiple Sclerosis satisfying the diagnostic requirements above is confirmed by a Specialist.

Parkinson's Disease

Parkinson's Disease is defined as an unequivocal diagnosis of idiopathic Parkinson's disease.

Diagnosis Requirements

There must be resting tremor, rigidity, bradykinesia and gait disturbance compatible with the diagnosis of Parkinson's Disease as assessed by a **Specialist**.

Diagnosis Date

The date of diagnosis is the date Parkinson's Disease that satisfies the diagnostic requirements above is confirmed by a **Specialist**.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for drug-induced or toxic causes of Parkinsonism.

Childhood Conditions

Major Congenital Structural Anomaly

Major Congenital Structural Anomaly is defined as a structural malformation that arises in utero and results in significant medical, social or cosmetic consequences for the affected individual, and requires medical treatment. Examples of Major

Congenital Structural Anomalies include, but are not limited to, complex congenital heart disease, spina bifida (excluding occulta), cleft lip/palate, anencephaly, omphalocele, and club foot.

Diagnosis Requirements

A Major Congenital Structural Anomaly must be diagnosed and named by a **Specialist** according to clinically accepted diagnostic criteria. The **Specialist** must establish a treatment plan specific to the condition.

Diagnosis Date

The date of diagnosis is the date a **Specialist** confirms the diagnosis of a Major Congenital Structural Anomaly that satisfies the diagnostic requirements described above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for:

- a. A condition that arises secondary to maternal alcohol use or use of drugs that are not prescribed for clinically accepted reasons for treatment of a maternal medical condition.
- b. A condition for which another Childhood Condition Critical Illness Benefit was already paid.
- c. Minor structural anomalies that pose little or no significant health problems, have limited social or cosmetic consequences for the affected **Dependent** child, and do not require medical treatment.

Congenital Metabolic Disorder

Congenital Metabolic Disorder is defined as a genetic or inherited disorder resulting from an enzyme defect in biochemical and metabolic pathways affecting proteins, fats, carbohydrates metabolism or impaired organelle function presenting as complicated medical conditions involving several human organ systems. Examples of Congenital Metabolic Disorders include, but are not limited to, phenylalanine hydroxylase deficiency, Niemann-Pick, Tay Sachs, Gaucher's Disease, phenylketonuria, and cystic fibrosis.

Diagnosis Requirements

A Congenital Metabolic Disorder must be diagnosed and named by a **Specialist** according to clinically accepted diagnostic criteria. The **Specialist** must establish a treatment plan specific to the condition.

Diagnosis Date

The date of diagnosis is the date a **Specialist** confirms the diagnosis of a Congenital Metabolic Disorder that satisfies the diagnostic requirements described above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for:

- a. A condition that arises secondary to maternal alcohol use or use of drugs that are not prescribed for clinically accepted reasons for treatment of a maternal medical condition.
- b. A condition for which another Childhood Condition Critical Illness Benefit was already paid.
- c. An **Insured** who is diagnosed with a carrier status of genes for the metabolic disorder, such as Tay Sachs.

Congenital Chromosomal Abnormality

Congenital Chromosomal Abnormality is defined as a congenital abnormality present at birth in the number or structure of chromosomes, other than those causing Congenital Metabolic Disorders, which leads to conditions requiring medical treatment. Examples of Other Chromosomal Abnormalities include, but are not limited to, Down syndrome, DiGeorge syndrome, Turner syndrome, sickle cell disease, achondroplasia, fragile X, hemophilia, neurofibromatosis, muscular dystrophy, Prader Willi, and glucose-6-posophate dehydrogenase deficiency (G6PD).

Diagnosis Requirements

The diagnosis of a Congenital Chromosomal Abnormality must be diagnosed and named by a **Specialist** according to clinically accepted diagnostic criteria. The **Specialist** must establish a treatment plan specific to the condition.

Diagnosis Date

The date of diagnosis is the date a **Specialist** confirms the diagnosis of a Congenital Chromosomal Abnormality that satisfies the diagnostic requirements above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for

a. An **Insured** who is diagnosed with a carrier status for genes for the chromosomal abnormality, such as sickle cell disease or cystic fibrosis.

b. A condition for which another Childhood Condition Critical Illness Benefit was already paid.

If a **Dependent** child is diagnosed with Huntington's disease, the Critical Illness Benefit will be paid for a Congenital Chromosomal Abnormality.

Chronic Medical Condition Commonly Diagnosed in Childhood

Chronic Medical Condition Commonly Diagnosed in Childhood is defined as a named condition requiring ongoing medical treatment that is expected to persist for at least five years following diagnosis. Examples of Chronic Medical Conditions Commonly Diagnosed in Childhood include, but are not limited to, epilepsy, human growth hormone deficiency, bronchopulmonary dysplasia, cerebral palsy, scoliosis, asthma, and Type 1 Diabetes.

Diagnosis Requirements

The Chronic Medical Condition Commonly Diagnosed in Childhood must be diagnosed by a **Specialist** based on the appropriate clinically accepted criteria for the named condition. The condition must be severe, which means the condition meets at least one of the following criteria:

- a. A condition requiring medical treatment for a minimum of 12 consecutive months, where treatment includes prescribed oral, inhaled, injected, or infused medication taken on a regular schedule and excluding antibiotic prophylaxis.
- b. A condition that requires physical, speech, or occupational therapy for a minimum of 12 consecutive months.
- c. A condition that requires bracing or other ongoing prescribed non-surgical treatment for a minimum of 12 consecutive months.
- d. Asthma that requires daily use of inhaled corticosteroids and at least one other long-acting inhaled drug for a minimum of 12 consecutive months.

The **Specialist** must establish a treatment plan specific to the condition.

Diagnosis Date

The date of diagnosis is the date a **Specialist** confirms the diagnosis of a Chronic Medical Condition Commonly Diagnosed in Childhood that satisfies the diagnostic requirements above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for:

- a. Conditions treated solely with topical medications.
- b. Conditions limited to the skin, including among others, eczema and acne.
- c. Conditions requiring only medication as needed, such as food or seasonal allergies and migraine headaches.
- d. Allergic conditions.
- e. Conditions treated solely with antibiotic prophylaxis.
- f. Chronic psychiatric conditions.

Recurrence Benefit

The Recurrence Benefit will be paid, as shown in the **Schedule of Benefits**, if, after an initial Critical Illness Benefit is paid, the Insured is diagnosed with a subsequent occurrence of the same Covered Critical Illness. The following conditions must be satisfied:

- a. The subsequent diagnosis is made while coverage is in force for the Insured under the Policy.
- b. The subsequent diagnosis is for a distinct and separate occurrence of a Covered Critical Illness and is not a continuation or a re-diagnosis of the same Covered Critical Illness for which a benefit was already paid.
- c. The subsequent condition occurs and is diagnosed at least 180 days after the date of diagnosis of the initial Covered Critical Illness.
- d. The subsequent condition is not excluded by name or specific description.

There is no limit on the number of Recurrence Benefits payable.

Health Screening Benefit

This benefit applies to You and Your spouse only if it is shown in the Schedule of Benefits.

The Health Screening Benefit will be paid when one or more of the following exams, X-rays, laboratory are administered during a **Calendar Year**.

Tests to screen for Cancer

- a. Biopsy
- b. Bone marrow testing
- c. Breast ultrasound
- d. CA 125 (blood test for ovarian cancer)
- e. CA 15-3 (blood test for breast cancer)
- f. CEA (blood test for colon cancer)
- g. Colonoscopy
- h. Flexible sigmoidoscopy
- i. Hemoccult stool specimen
- j. Mammogram
- k. Pap test
- I. PSA (prostate-specific antigen tests)
- m. Serum protein electrophoresis (blood test for myeloma)
- n. Thermography

Tests to screen for Heart-related Disease

- a. Blood test for triglycerides
- b. Chest x-ray
- c. Serum cholesterol test to determine HDL/LDL level
- d. Stress test on a bicycle or treadmill

Tests to screen for Organ-related Disease

a. Fasting blood glucose test

A Health Screening Benefit is payable once during a **Calendar Year**, regardless of the number of exams, X-rays, laboratory tests administered during that year.

EXCLUSIONS AND LIMITATIONS

In addition to the Exclusions and Limitations listed in the Benefit sections, this section applies to all benefits under the **Policy**.

Exclusions

No benefit is payable for any **Illness**, **Injury**, or disease that is not specifically named or described in the Benefits section. Further, no benefit will be paid when the **Insured** has a critical illness that is:

- a. Diagnosed before the **Insured** is covered under the **Policy**.
- b. Diagnosed after the **Insured's** coverage terminates, except as provided under the **Policy**.
- c. Not diagnosed by a Specialist.
- d. Diagnosed by a Specialist who:
 - i. Ordinarily resides in Your household.
 - ii. Is a member of **Your** immediate family.
 - iii. Is employed by or affiliated with Your Employer.
- e. Diagnosed by a physician outside the United States or its territories, unless the diagnosed can be confirmed by a physician licensed and practicing in the United States.
- f. Diagnosed more than once while covered under the **Policy**, except as provided under the Recurrence Benefit.
- g. Contributed to or caused by: another Covered Critical Illness, a complication of another critical illness, or treatment of another critical illness for which the **Insured** has been paid a benefit under the **Policy**.
- h. Caused wholly or partly, directly or indirectly by:
 - i. Declared or undeclared war or act of war.
 - ii. Committing or attempting to commit an assault or felony.
 - iii. Inciting or taking part in any form of public violence.
 - iv. Intentionally self-inflicted Injury, while sane or insane.
 - v. Full-time active duty as a member of the armed forces (land, water, air) of any country or international authority.
 - vi. Being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless as prescribed by or administered by a physician.
 - vii. Alcoholism or drug addiction.

GENERAL PROVISIONS

Notice of Claim

The **Insured** must give **Us** written notice of claim within 20 days after the commencement of Loss for which benefits are payable.

If **You** are not able to notify **Us** within the applicable time period, then **You** must notify **Us** as soon as reasonably possible.

Your notice must include the claimant's name, address and the Policy Number.

Failure to give notice within the time prescribed does not invalidate or reduce any claim if it is shown that it was not reasonably possible to give the notice within that time and notice was given as soon as was reasonably possible.

Claim Forms

Within 15 days of receiving a notice of claim, **We** will send the forms needed to provide **Proof of Loss**. If **We** do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

We will notify an **Insured** in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the **We** receive all items needed to provide Proof of Loss. If **We** are unable to accept or reject the claim within 15 business days, **We** will notify the **Insured** of the reasons that **We** need additional time. **We** will accept or reject the claim not later than the 45th day after the date **We** notify an **Insured** of the need for additional time. If the claim is accepted, **We** will pay the claim not later than the fifth business day after the notice is made.

Proof of Loss

Proof of Loss may include, but is not limited to, the following:

- a. A completed claim form.
- b. Documentation of:
 - ii. the date the Covered Critical Illness began.
 - iii. the cause of the Covered Critical Illness.
 - iv. satisfaction of the diagnosis requirements for the Covered Critical Illness.
- c. The names and addresses of all **Specialists** and other health care **Providers** for the Covered Critical Illness.
- d. Your signed authorization for Us to obtain and release medical information.
- e. Any additional information required by **Us** to make a determination on the claim.

All proof submitted must be satisfactory to Us.

Written **Proof of Loss** must be given to **Us** within 90 days after the following:

- a. The date of diagnosis for a Covered Critical Illness.
- b. The date a health screening test is provided.

If it was not possible to give **Us** proof by the time it is due, then **You** must give **Us** proof as soon as possible. Unless **You**, or the person who has the right to claim benefits, is not legally competent, **Proof of Loss** must be given no later than the first anniversary of the date the **Proof of Loss** was otherwise required.

Time Payment of Claims

We will pay benefits within 30 days after We receive all essential information needed to make a determination on the claim.

Payment of Benefits

Benefits payable under the Policy will be paid directly to:

- a. You or Your assignee;
- b. Your legally appointed guardian if You are not legally able to accept such benefits;
- c. Your Provider of medical treatment or services upon your written direction; or
- d. **Your** estate, in the event any payment is owed at the time of **Your** death.
- e. The Texas Health and Human Services Commission if:

GENERAL PROVISIONS (continued)

- (a) Benefits for the child or children covered under this policy have been paid under financial and medical assistance programs administered pursuant to the Human Resources Code, and
- (b) The parent who is covered under this policy has possession of or access to the child(ren) pursuant to a court order, or is not entitled to access or possession of the child but is required by the court to pay child support, and
- (c) We have received notification that the benefits must be paid to the Texas Health and Human Services Commission.

For an insured Dependent Child, reimbursement may be made on behalf of that Child to a person who is not a eligible member under this policy, but who is named managing conservator by court order issued by a court of competent jurisdiction of any state.

The managing conservator must submit to us:

- a. A proper claim form;
- b. Written notice naming the conservator of the child; and
- c. A certified copy of the court order or other evidence designated by rule of the State Department of Insurance.

In the event **You** die, any death benefits will be payable to **Your Beneficiary**. If, on the date **You** die, there is no living named **Beneficiary**, **We** may, at **Our** option, pay any benefits due under the **Policy** to the following surviving relatives of **Yours**:

- a. Your Spouse
- b. Your Children
- c. Your parents
- d. Your siblings
- e. Your estate.

Any payment made in good faith fully discharges **Us** to the extent of that payment. Failure to honor an **Assignment** to a **Provider** due to inadvertent error will not subject **Us** to double payment.

Physical Examination and Autopsy

We, at **Our** own expense, have the right to have **You** examined as often as **We** may reasonably require while a claim is pending, and to require an autopsy in the case of death, unless it is forbidden by law.

Examination of Specialist's Records

We may, at Our expense, examine Your Specialist's or other Provider's records as often as reasonably necessary while a claim pending.

Right To Appeal a Denied Claim

If **You** disagree with a decision on a claim, **You** or **Your** representative may, within 180 days of receiving an initial denial notice appeal the decision by submitting a written request to:

Symetra 118 Third Street East PO Box 440 Ashland, WI 54806 1-800-497-3699

Your written request should include:

- a. A statement of the reasons(s) for disagreement;
- b. Documentation of any new facts or data that apply to the claim.

If **Your** written request for review is not received within 180 days of receiving a denial notice, **You** will forfeit **Your** right to an appeal.

GENERAL PROVISIONS (continued)

Legal Actions

No legal action may be brought to recover a disputed claim amount under the **Policy**:

- a. Until 61 days have elapsed after Proof of Loss has been filed; or
- b. After 3 years from the end of the time within which **Proof of Loss** is required by the **Policy**.

Entire Contract

The **Policy**, the **Policyholder's** signed application, this Certificate and any **Riders**, endorsements or other attached papers make up the entire contract of insurance between the **Policyholder** and **Us**.

Statements

All statements made by the **Policyholder** and persons insured under this **Policy** will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the **Insured**, to the **Insured**'s **Beneficiary** or personal representative.

Time Limit on Certain Defenses

Absent a showing of intentional fraud, no statement concerning insurability made by any **Insured** shall be used to contest the validity of the insurance for which the statement was made after this **Policy** has been in force for two years. In order to be used, the statement must be in writing and signed by the person making the statement. However, **We** are not precluded at any time from asserting defenses based upon the person's ineligibility for coverage under this **Policy**, or upon other provisions in the **Policy**.



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135 1-800-796-3872 | www.symetra.com Domiciled in Iowa

RESIDENCE STATE AMENDMENT

Governing Jurisdiction: The **Policy** is delivered in and governed by the laws of the state of **Texas**

If **You** do not reside in the Governing Jurisdiction state shown above, **Your** Certificate is hereby amended as stated below to comply with the laws of **Your** state of residence.

Only those references in this amendment to benefits, provisions or terms actually included in **Your** Certificate will apply to **You**. In addition, any reference made herein to **Dependent** coverage will only apply if **Dependent** coverage is provided in **Your** Certificate.

This amendment is attached to and made part of the Certificate that forms part of the **Policy**. All other provisions of **Your** Certificate remain unchanged.

For Alaska Residents

1. The definition of "Effective Date" appearing in the DEFINITIONS section is amended by adding:

For purposes of effective dates and ending dates under the **Policy**, all days begin at 12:01 a.m. and end at 12:00 midnight, Alaska time.

- Item e. in the definition of "Hospital" appearing in the DEFINITIONS section shall read:
- a. Operates pursuant to Law.
- 3. The first sentence in the second and third paragraphs of the "Evidence of Insurability" provision in the ELIGIBILITY FOR COVERAGE section shall read:

Evidence of insurability must be received by **Us**.

4. The first sentence in the second paragraph of the "Evidence of Insurability" provision for Dependents in the ELIGIBILITY FOR COVERAGE section shall read:

Evidence of insurability must be received by **Us**.

5. The initial clause in the first sentence in the second paragraph of the "Evidence of Insurability" provision for **Dependents** or spouses (if applicable) in the ELIGIBILITY FOR COVERAGE section shall read:

If Your Dependent's or spouse's (if applicable) evidence of insurability is not received by Us:

6. The initial clause in the first sentence of the third paragraph of the "Increase in Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

If Your evidence of insurability is not received by Us,

7. The initial clause in the first sentence of the fourth paragraph of the "Increases in Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

If evidence of insurability for Your Dependents or Your spouse is not received by Us,

8. The Exclusions and Limitations for "Coronary Artery Disease Needing Surgery or Angioplasty" (if included) in the BENEFITS section shall read:

A Critical Illness Benefit will not be paid for coronary artery conditions that are treatable by non-surgical intervention procedures such as: diagnostic coronary angiography, cardiac ablation, or drug therapy.

9. The second paragraph of the "Infectious Disease" benefit (if included) in the BENEFITS section shall read:

Infectious Disease includes an infection of any organ or tissue, such as: subcutaneous tissue, eyes, lungs, central nervous system, bone, muscle, blood (sepsis/bacteremia), liver, urinary tract, gastrointestinal tract.

10. The second paragraph of the "Occupational Tuberculosis" benefit (if included) in the BENEFITS section shall read:

The **Accident** causing the infection of Tuberculosis must have occurred in the United States or its territories and while covered under the **Policy**. In addition, the **Insured** must report the **Accident** to the employer within 24 hours of the **Accident** (or when the **Insured** becomes aware of the **Accident**, if later).

11. The first sentence of the *Exclusions and Limitation for the* "Advanced Alzheimer's Disease" benefit (if included) in the BENEFITS section shall read:

A Critical Illness Benefit will not be paid for other causes of dementia, including the following:...

12. The first sentence of the *Exclusions and Limitation for the* "Dementia" benefit (if included) in the BENEFITS section shall read:

A Critical Illness Benefit will not be paid for other causes of dementia, including the following:...

13. The last 4 lines of the "Health Screening Benefit" (if included) in the BENEFITS section shall read:

Childhood vaccination, such as vaccinations for Diphtheria, Tetanus, Pertussis (DTaP), Polio, Measles, Mumps, Polio (IPV).

Annual physical exam or routine wellness checkup.

Genetic screening tests, including biometric screening, carrier screening, newborn screening, and presymptomatic and predictive testing.

A Health Screening Benefit is payable once during a **Calendar Year**, regardless of the number of exams, X-rays, laboratory tests, genetic screening tests or childhood vaccinations administered during that year.

14. The second paragraph of the "Proof of Loss" provision appearing in the GENERAL PROVISIONS section shall read:

All proof submitted must be received by **Us**.

15. The "Time Payment of Claims" provision appearing in the GENERAL PROVISIONS section shall read:

We will pay benefits as soon as **We** receive, or no more than 25 days after, all essential information needed to make a determination on the claim. If **We** request additional information in order to pay a claim, **We** will make a determination on such claims within 15 days of the receipt of the additional information. If all essential information has been received, and the claim is not paid within 30 days, interest will be paid at a rate of 15% per year.

For Arkansas Residents

1. The third paragraph of the "Termination of Dependent Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

Proof of the disabling impairment must be given to **Us** as soon as possible once **Your** child attains the Limiting Age. Subsequently, **We** have the right to require proof of **Your** child's impairment, at **Our** expense, but not more often than once per year after two years from the date the Limiting Age is attained.

2. Item h. vi. In the "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section shall read:

vi. Being intoxicated, as defined by the jurisdiction in which the loss occurred or under the influence of alcohol, illegal drugs or any narcotic (including overdose) unless as prescribed by or administered by a physician.

For Idaho Residents

1. The first page of the certificate is amended by adding the following:

Notice to Buyer: This is a specified disease policy. This policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. Read **Your** policy carefully with the outline of coverage.

You have the right to return the policy within ten (10) days of its delivery and to have the **Premium** refunded if, after examination of the policy, **You** are not satisfied for any reason.

Symetra Life Insurance Company has, by its President and Secretary, executed the **Policy** as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.

Margaret Meister President Jacqueline M. Veneziani Secretary

Jacqueline M. Veneziani

- 2. The term "Coronary Artery Disease Needing Surgery or Angioplasty" in the Table of Contents and the BENEFITS section (if included) is amended to read "Severe Coronary Artery Disease."
- 3. References to "Spouse" shall read "Spouse or Partner."
- 4. The DEFINITIONS section is amended by adding:

Margat Ment

Congenital Anomaly means, for the purpose of this Certificate, a condition existing at or from birth that is a significant deviation from the common form or function of the body and which impairs the function of the body. Anomalies includes but may not be limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, or sixth toes or fingers.

5. The first paragraph of the definition of Dependent in the DEFINITIONS section shall read:

Dependent: the following persons:

- 1. Your spouse, as defined by state law, including any legally valid marriage.
- 2. Your civil union or domestic partner ("partner").
- 3. Your child who is under 26 years of age (Limiting Age).
- 4. **Your** unmarried child, who is incapable of self-support due to a disabling physical or mental impairment, provided the disabling condition occurs prior to age 26.
- 7. The time period in the definition of "**Pre-existing Conditions Limitation**" (if included) in the DEFINITIONS section is amended to read "6 months."
- 8. The 3rd paragraph of the "Effective Date of Dependent Coverage" provision in the ELIGIBILITY FOR COVERAGE section is replaced by:

However, **Your** child will be covered for Critical Illness Benefits for 60 days following the date of birth, adoption, or placement for adoption without paying **Premium** or authorizing **Your** Employer to deduct any amounts from **Your** pay. The due date for payment of any additional **Premium**, if required, shall be not less than thirty-one (31) days following receipt by the health plan member of a billing for the required **Premium**.

For the purposes of this provision, "placement" means physical placement in the care off the adopting **Insured(s)**. If physical placement is prevented due to the medical needs of the child, "placement" means the date the adopting health plan member signs an agreement for adoption of the child and assumes financial responsibility for the child.

9. The "Termination of Your Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall be amended by adding the following: SBC-04535-AMEND-ET 12/21

Termination of the **Policy** will be without prejudice to the rights of any **Insured** with respect to any claim arising during the period the **Policy** is in force.

Your **Employer** has the sole responsibility to notify **You** of such termination.

10. The "Severe Coronary Artery Disease" provision (if included) in the BENFITS section shall read:

Severe Coronary Artery Disease is defined as coronary artery disease with at least 75% cross-sectional occlusion of one or more major coronary arteries (left, main, left anterior descending, circumflex, or right coronary artery).

Diagnosis Requirements

The **Insured** must be diagnosed with Severe Coronary Artery Disease by a qualified **Doctor**.

Diagnosis Date

The date of diagnosis is the date the **Insured** is diagnosed with severe coronary artery disease that satisfies this Severe Coronary Artery Disease description.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for coronary artery conditions that do not meet the above criteria.

11. The first 4 paragraphs of the "Major Organ Failure" provision (if included) in the BENEFITS section shall read:

Major Organ Failure is defined as the permanent irreversible failure or loss of one or more of the following organs: heart, liver, lung, pancreas, or bone marrow.

Diagnosis Requirements

A Specialist must diagnose the permanent irreversible failure of one of the above-mentioned organs.

Diagnosis Date

The date of diagnosis is the date the **Insured** is diagnosed with permanent irreversible failure of one of the above-mentioned organs.

Exclusions and Limitations

The failure of any other organs, parts or organs, tissues or cells is not included in this definition.

12. The 2nd and 3rd paragraphs of the "*Diagnosis Requirements*" for Advanced Alzheimer's Disease (if included) in the BENEFITS section shall be replaced by:

There must be Advanced Alzheimer's Disease where there is significant reduction in mental and social functioning for a continuous period of at least 180 days.

13. The 1st three paragraphs of the "Dementia" provision (if included) in the BENEFITS section shall read:

Dementia is defined as a chronic or persistent disorder of the mental processes caused by brain disease or **Injury** that results in progressive and permanent deterioration of memory and intellectual capacity.

Diagnosis Requirements

The diagnosis of Dementia must be confirmed by a **Specialist** and the diagnosis must be supported by clinically accepted standardized cognitive testing and neurological examination.

There must be Dementia where there is significant persistent reduction in mental and social functioning.

14. The "Complication of Pregnancy" provision (if included) in the BENEFITS section shall read:

Complication of Pregnancy is defined as a health problem related to pregnancy that requires a distinct maternal **Hospitalization** at any point from the antepartum period extending through 6 weeks postpartum for the primary purpose of treating the complication. The Complication of Pregnancy must be a named complication of pregnancy or delivered, or a maternal condition exacerbated by pregnancy or delivery, or a maternal condition exacerbated by pregnancy such that **Hospitalization** is required.

Complication of Pregnancy also includes, but not be limited to, puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy, and toxemia and any other named pregnancy or delivery complication that results in an extended-stay delivery **Hospitalization** lasting a minimum of 4 days for vaginal delivery or 6 days for Cesarean section that is determined by a **Doctor** to be necessary for treatment of the mother.

Diagnosis Requirements

The Complication of Pregnancy must be diagnosed by a **Specialist** and include clinically accepted diagnostic testing.

Diagnosis Date

The date of diagnosis is the date a Complication of Pregnancy is diagnosed by a **Specialist** that satisfies the criteria described above.

Exclusions and Limitations

A Critical Illness Benefit will not be paid for:

- a. A normal delivery **Hospitalization**.
- b. A prolonged delivery **Hospitalization** that is not due to treatment of maternal complications of pregnancy.

A Complication of Pregnancy Critical Illness Benefit is only payable up to one time per pregnancy.

15. The 1st paragraph of the "Major Congenital Structural Anomaly" provision (if included) in the BENEFITS Section shall read:

Major Congenital Structural Anomaly is defined as a structural malformation that arises in utero and results in significant medical, social or cosmetic consequences for the affected individual, which impairs the function of the body, and requires medical treatment. Examples of Major Congenital Structural Anomalies include, but are not limited to, complex congenital heart disease, spina bifida (excluding occulta), cleft lip/palate, anencephaly, omphalocele, webbed fingers or toes, sixth toes or fingers, and club foot.

16. The 1st sentence of the 1st paragraph of the "Congenital Metabolic Disorder" provision (if included) in the BENEFITS section shall read:

Congenital Metabolic Disorder is defined as a genetic or inherited disorder, which impairs the function of the body, resulting from an enzyme defect in biochemical and metabolic pathways affecting proteins, fats, carbohydrates metabolism or impaired organelle function presenting as complicated medical conditions involving several human organ systems.

17. The 1st sentence of the 1st paragraph of the "Congenital Chromosomal Abnormality" provision (if included) in the BENEFITS section shall read:

Congenital Chromosomal Abnormality is defined as a congenital abnormality present at birth in the number of structure or chromosomes, other than those causing Congenital Metabolic Disorders, which impairs the function of the body and leads to conditions requiring medical treatment.

- 18. The "Diagnosis Requirements" within the provisions for Brain Aneurysm, Benign Spinal Tumor, and Benign Brain Tumor benefits (if included) in the BENEFITS section are deleted.
- 19. The 1st sentence of the 1st paragraph of the "Brain Aneurysm" provision (if included) in the BENEFITS section shall read:

Brain Aneurysm is defined as a cerebral aneurysm requiring treatment that has dissected or ruptured or is in immediate danger of dissecting or rupturing.

20. The 1st sentence of the 1st paragraph of the "Benign Spinal Tumor" provision (if included) in the BENEFITS section shall read:

Benign Spinal Tumor is defined as a non-malignant tumor that is located in the spine or spinal cord and that is causing or threatens to cause irreversible objective neurological deficits.

21. The 1st sentence of the 1st paragraph of the "Benign Brain Tumor" provision (if included) in the BENEFITS section shall read:

Benign Brain Tumor is defined as a non-malignant tumor that is located in the cranial vault and limited to the brain, meninges, cranial nerves, or pituitary gland and that is causing or threatens to cause irreversible objective neurological deficits.

- 22. Item h. in the "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section shall read:
- h. Caused wholly or partly, directly or indirectly by:
 - i. Declared or undeclared war or act of war.
 - ii. Voluntary participation in felony.
 - iii. Intentionally self-inflicted Injury, while sane or insane.
 - iv. Full-time active duty as a member of the armed forces (land, water, air) of any country or international authority.
 - v. Alcoholism or drug addiction.
- 23. The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

Time Payment of Claims

We will pay benefits immediately after We receive all essential information needed to make a determination on the claim.

For Indiana Residents

1. The definition of "Accident" in the **DEFINITIONS** section shall read:

Accident: a sudden, unforeseen, unexpected and involuntary event definite as to time and place and which is independent of disease or bodily infirmity, Injury or injuries, for which benefits are provided, means accidental bodily injury sustained by the **Insured** person and directly caused by an accident which is not the result of disease or bodily infirmity.

- 2. Any references to the "first of the month following" (if included) in the "Date You Are Eligible for Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall not apply to You.
- Any references to the "first of the month following" (if included) in the "Date a Dependent is Eligible for Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall not apply to Your Dependent.
- 4. The following is added to the "Notice of Claim" provision in the GENERAL PROVISIONS section:

Failure to give **Us** notice within the 20-day period does not invalidate or reduce any claim, if it can be shown that it was not reasonably possible to give notice within that period, and hat notice was given to **Us** as soon as was reasonably possible.

5. The following is added to the "Proof of Loss" provision in the GENERAL PROVISIONS section:

Failure to give **Us** proof within the 90-day period does not invalidate or reduce any claim, if it can be shown that it was not reasonably possible to give proof within that period, and hat proof was given to **Us** as soon as was reasonably possible.

The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

Time Payment of Claims

We will pay benefits within 45 days after We receive all essential information needed to make a determination on the claim.

We will notify You of any missing items required to handle Your claim within:

- a. 30 days, if the claim was submitted electronically, or
- b. 45 days, if the claim was filed on paper.

For Kansas Residents

 The time frame stated in the item b. in the "Legal Actions" provision in the GENERAL PROVISIONS section shall read "5 years."

For Louisiana Residents

1. References to "Spouse" are amended to read "Spouse, Civil Union or Domestic Partner."

- 2. The reference to "Portability" (if included) in the Table of Contents shall not apply to you.
- 3. The "Portability" provision (if included) in the ELIGIBILITY FOR COVERAGE section shall not apply to you.
- 4. Item c. in the definition of **Dependent** shall read:
 - b. **Your** unmarried child, who is incapable of self-support due to an intellectual or physical disability, provided the disabling condition occurs prior to age 26.
- 5. The last paragraph of the definition of Dependent shall read:

A child can include: stepchildren; legally-adopted children; foster children, including any children legally placed with **You** for adoption; any children **You** support under court order; any other children, related to **You** by blood or marriage or a civil union or domestic partnership, who live with **You** in a regular parent-child relationship; or any children **You** claimed as a dependent on **Your** last-filed federal income tax return. It can also include any unmarried child who is placed in **Your** home pursuant to Title XI, XII, or XII-A of the Louisiana Children's Code, following execution of an act of voluntary surrender in **Your** favor, beginning on the date on which the act of voluntary surrender becomes irrevocable.

For Maryland Residents

1. The first page of the Certificate is amended by adding:

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. IT IS NOT DESIGNED TO FILL THE "GAPS" OF MEDICARE. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM US.

2. The following paragraphs are deleted from the INTRODUCTION section:

YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT CERTIFICATE. IT IS NOT DESIGNED TO FILL THE "GAPS" OF MEDICARE. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM US.

- 3. References to "Pre-existing Conditions Limitation" and "Benefit Increases" are deleted from the Table of Contents.
- 4. The "Benefit Waiting Period" provision in the SCHEDULE OF BENEFITS section is deleted.
- 5. The DEFINITIONS section is amended as follows:
 - a. The definitions of "Benefit Waiting Period" and "Pre-existing Condition Limitation" are deleted.
 - b. The definition of Dependent shall read:

Dependent:

- a. Your child, from the moment of birth, who is under 26 years of age (Limiting Age).
- b. **Your** unmarried child, who is chiefly dependent for support incapable of self-support due to physical or mental incapacity, provided the disabling condition occurs prior to age 26 (Limiting Age).

A child can include:

- a. stepchildren;
- b. legally-adopted children;
- c. foster children, including any children legally placed with **You** for adopting or that **You** have filed a petition to adopt;
- d. any children **You** support under court order or any children whose coverage is required by any court or administrative order (any such child may be added upon issuance of a court or administrative order, without regard to Enrollment period restrictions);

- e. any other children, related to **You** by blood or marriage, who live with **You** in a regular parent-child relationship; or
- any children You claimed as a dependent on Your last-filed federal income tax return.
- c. The definition of Specialist shall read:

Specialist: a person who:

- a. Is licensed and recognized as a **Doctor** by the state in which he practices;
- b. Is practicing within the scope of his license; and
- c. Is board eligible or board certified in the appropriate specialty or sub-specialty needed to diagnose and treat the diseases or conditions covered as a critical illness under the **Policy**.
- Item d. in the "Evidence of Insurability" provision in the ELIGIBILITY FOR COVERAGE section is amended by adding:

"except for a spouse who qualifies for enrollment due to a qualifying life event change because of their involuntary termination of employment other than for cause."

- 7. The "Benefit Waiting Period" provision in the ELIGIBILITY FOR COVERAGE section is deleted.
- 8. The second sentence of the last paragraph in the "Change in Amounts of Benefits" provision in the ELIGIBILITY FOR COVERAGE section is deleted.
- 9. The following sentence in the 2nd paragraph of the "Reinstatement" provision in the ELIGIBILITY FOR COVERAGE section is deleted:

Any **Pre-existing Condition Limitation** or **Benefit Waiting Period** will apply to the same extent it would have applied before coverage terminated.

10. The following sentence is the "Critical Illness" provision in the BENEFITS section is deleted:

No benefit or increase in benefit is payable for conditions diagnosed during the Benefit Waiting Period.

- 11. Item i. of the Diagnosis Requirements for "Occupational Tuberculosis" benefit (if included) in the BENEFITS section shall read:
- i. The **Insured** is not a member of a group with high rates of Tuberculosis transmission, specifically homeless persons, and persons with HIV infection.
- 12. The exclusion for "Hepatitis infection acquired via intravenous (IV) drug use" in the "Occupational Hepatitis" benefit (if included) in the BENEFITS section is deleted.
- 13. The exclusion for "HIV infection acquired via intravenous (IV) drug use" in the Occupational HIV" benefit (if included) in the BENEFITS section is deleted.
- 14. Item b. in the exclusions for "Advanced Alzheimer's Disease" benefits (if included) and "Dementia" benefits (if included) in the BENEFITS section is deleted.
- 15. In the "Exclusions and Limitations" for Parkinson's Disease benefits (if included) in the BENEFITS section, the term "drug-induced" is amended to read "chemically-induced."
- 16. Item c. in the "Exclusions and Limitations" for Severe Autoimmune Disease (if included) and Autoimmune Thyroid Disease benefits (if included) in the BENEFITS section shall read:
- c. Activation of autoimmune mechanisms secondary to use of a chemical.
- 17. Item h. in the "Exclusions and Limitations" for Post-Treatment Lyme Disease Syndrome benefits (if included) in the BENEFITS section shall read:
- h. Diagnosis prior to completion of the standard course of antibiotic therapy for Lyme disease.
- 18. Item a. in the "Exclusions and Limitations" for Significant Mental Illness benefits (if included) in the BENEFITS section shall read:

- a. The loss of **Actively at Work** status is the result of an **Injury**, **Illness** or any other condition that is not a Significant Mental Illness.
- 19. The "Exclusions and Limitations" for Severe Mental Illness benefits (if included) in the BENEFITS section are deleted.
- Item a. in the Exclusions and Limitations for Major Congenital Structural Anomaly benefits (if included) and item a. in the Exclusions and Limitations for Congenital Metabolic Disorder benefits (if included) in the BENEFITS section are deleted.
- 21. The "Pre-existing Conditions Limitation" provision (if included) in the BENEFITS section is deleted.
- 22. The "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section is amended as follows:
- a. Items a., c., h.ii., h.iii., h.vi., and h.vii. are deleted.
- b. The following item is added:

Treatment for health care services provided as a result of a prohibited referral as defined under the Health Occupation Article.

23. The "Notice of Claim" provision in the GENERAL PROVISIONS section is amended by adding:

We will not invalidate or reduce a claim if it is shown that it was not reasonably possible to give notice within the time frames as noted above, and notice was given as soon as was reasonably possible.

24. The "Claim Forms" provision in the GENERAL PROVISIONS section shall read:

Claim Forms

Within 15 days of receiving a notice of claim, **We** will send the forms need to provide Proof of Loss to the claimant (or to the group policyholder for delivery to the claimant).

If **We** do not send the forms within 15 days of receiving notice of a claim, **You** shall be deemed to have complied with the requirements of the Policy if **You** submit written proof of the occurrence, character, and extent of the loss within the time period noted in the Proof of Loss provision.

25. The "Proof of Loss" provision in the GENERAL PROVISIONS section is amended by adding:

Proof of Loss submitted by a provider, as assigned by the claimant, must be provided within 180 days after the date of loss.

Failure to furnish the Proof of Loss within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit proof within the required time, if the proof is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than 1 year from the time proof is otherwise required.

26. The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

Time Payment of Claims

We will pay benefits within 30 days after We receive all essential information needed to make a determination on the claim.

27. The second paragraph of the "Payment of Benefits" provision in the GENERAL PROVISIONS section shall read:

In the event **You** die, any death benefits will be payable to **Your Beneficiary**. If, on the date **You** die, there is no living named **Beneficiary**, **We** may, at **Our** option, pay any benefits, up to a maximum of \$5,000, due under the **Policy** to the following surviving relatives of **Yours**:

- a. Your Spouse.
- b. Your Children.
- c. Your parents.
- d. Your siblings.
- e. Your estate.

28. The "Entire Contract" provision in the GENERAL PROVISIONS section shall read:

Entire Contract

The **Policy**, the **Policyholder's** signed application, the **Insured**'s signed enrollment form, the **Insured**'s signed evidence of insurability form, if applicable, this Certificate and any **Riders**, endorsements or other attached papers make up the entire contract of insurance between the **Policyholder** and **Us**.

29. The "Statements" provision in the GENERAL PROVISIONS section shall read:

Statements

Absent fraud, all statements made by the **Policyholder** and persons **Insured** under this **Policy** will be deemed representations and not warranties. No statement will be used in any contest or to reduce benefits unless the statement is contained in a written instrument signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the **Insured**, to the **Insured**'s **Beneficiary** or personal representative.

30. The title of the "Time Limit on Certain Defenses" provision in the GENERAL PROVISIONS section is changed to "Contestability of Coverage" and the provision shall read:

Contestability of Coverage

Absent a showing of intentional fraud, no statement concerning insurability made by any **Insured** shall be used to contest the validity of the insurance for which the statement was made or to reduce benefits after this **Policy** has been in force for two years during the person's lifetime. In order to be used, the statement must be in writing, signed by the group **Policyholder** or **Insured**, and a copy of the written statement has been given to the group **Policyholder**, **Insured**, or **Beneficiary** of the **Insured**, However, **We** are not precluded at any time from asserting defenses based upon the person's ineligibility for coverage under this **Policy**, or upon other provisions in the **Policy**.

For Mississippi Residents

- 1. The time frame specified in the "Reinstatement" provision in the ELIGIBILITY FOR COVERAGE section shall read "60 days."
- 2. The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

All benefits payable under this **Policy** for any loss, other than loss for which this **Policy** provides any periodic payment, will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of clean claim where claims are submitted in paper forma. Benefits due under the **Policies** and claims are overdue if not paid within twenty-five (25) days or thirty-five (35) days, whichever is applicable, after **We** receive a clean claim containing necessary medical information and other information essential for **Us** to administer any applicable preexisting condition provisions, if included in **your** plan. A "clean claim" means a claim received by **Us** for adjudication and which required no further information, adjustment or alteration by your **Provider** of the services or **You** in order to be processed and paid by the insurer. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment form being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to **Us**, do not change the clean claim status.

A clean claim does not include any of the following:

- a. A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim;
- b. Claims which are submitted fraudulently or that are based upon material misrepresentations;
- c. Claims that require information essential for **Us** to administer any applicable preexisting condition; or
- d. Claims submitted by a provider more than thirty (30) days after the date of service; if the **provider** does not submit the claim on behalf of the **insured**, then a claim is not clean when submitted more than thirty (30) days after the date of billing by the **Provider** to **You**.

Not later than twenty-five (25) days after the date **We** actually receive an electronic claim, the **We** shall pay the appropriated benefit in full, or any portion of the claim that is clean, and notify your **Provider** (where the claim is owed to the **Provider**) or **You** (where the claim is owed to **You**) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean.

Not later than thirty-five (35) days after the date **We** actually receive a paper claim, **We** shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the **Provider** (where the claim is owed to the **Provider**) or **You** (where the claim is owed to **You**) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiation documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within twenty (20) days after receipt.

For purposes of this provision, the term "pay" means that the insurer shall either send cash or a cash equivalent by United States mail, or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the **Provider** (where the claim is owed to the **Provider**) or **You** (where the claim is owed to **You**). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the **Provider** (where the claim is paid to the **Provider**) or to **You** (where the claim is paid to **You**) in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the **Provider** or **Insured**.

Subject to due written proof of loss, all accrued benefits for loss for which this **Policy** provides periodic payment will be paid at least monthly, and any balance remaining unpaid upon the termination of liability will be paid within thirty (30) days after receipt of due written proof.

If the claim is not denied for a valid and proper reasons by the end of the applicable time period prescribed in this provision, **We** will pay the **Provider** (where the claim is owed to the **Provider**) or **You** (where the claim is owed to **You**) interest on accrued benefits at the rate of three percent (3%) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest is due pursuant to this provision is less than One Dollar (\$1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed.

In the event **We** fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in subparagraph 3 of this paragraph (h) and any other damages as may be allowable by law. If it is determined is such action that **We** acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, the person entitle to such benefits (health care **Provider** or **Insured**) shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

3. The "Physical Examination and Autopsy" provision in the GENERAL PROVISIONS section shall read:

Physical Examination

We, at **Our** own expense, have the right to have **You** examined as often as **We** may reasonably require while a claim is pending.

For Montana Residents

- References to "Severe Complications of Pregnancy" (if included) are replaced by the term "Other Covered Conditions."
- 2. The term "Health Screening Benefit" is added to the "Riders" listing in the SCHEDULE OF BENEFITS section.
- Items c. and e. in the definition of Pre-existing Condition in the DEFINITIONS section are deleted.
- 4. Items a. and c. in the definition of **Specialist** in the **DEFINITIONS** section are deleted.
- 5. Any reference to the "first day of the month following the" that may appear in the "The Date You Are Eligible for Coverage" and "The Date a Dependent is Eligible for Coverage" provisions in the ELIGIBILITY FOR COVERAGE section shall not apply to You.
- 6. Items ii. And iii. Under b. "Clinical Diagnosis" in the "Diagnosis Requirements" part of the Invasive Cancer Benefit in the BENEFITS section are hereby deleted.
- 7. The "Severed Complications of Pregnancy" benefit (if included) in the BENEFITS section is replaced by the following Benefit:

Othered Covered Conditions

Othered Covered Conditions include the following named health problems (i) that require a distinct Hospitalization at any point from the antepartum period extending through 6 weeks postpartum, for the primary purpose of treating the complication, and (ii) if left untreated, would result in harm to, or death of, the unborn child: acute nephritis; cardiac decompensation; gestational diabetes, placenta previa, placental abruption, toxemia, pre-eclampsia, eclampsia, disease of the endocrine, hemopoietic, puerperal infection, or non-elective caesarean section.

Diagnosis Requirements

The Other Covered Condition must be one of the above-named conditions, diagnosed by a Specialist and include clinically accepted diagnostic testing.

Diagnosis Date

The date of diagnosis is the date a named Other Covered Condition is diagnosed by a Specialist that satisfies the criteria described above.

Exclusions and Limitations

A Critical Illness Benefit will not paid for:

- c. A normal delivery Hospitalization.
- d. A prolonged delivery Hospitalization that is not due to treatment of an above-named Other Covered Condition.

An "Other Covered Condition" Critical Illness Benefit (if included) is only payable up to one time per 10-month period.

- 8. Items h.ii. and h.vi. in the "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section shall read:
 - ii. Engaging in any activity for which the **Insured** was convicted of a felony:
 - vi. When convicted of being intoxicated or under the influence of alcohol when operating a motor vehicle, illegal drugs or any narcotic (including overdose) unless as prescribed by a physician.
- 9. The "Notice of Claim" provision in the GENERAL PROVISIONS section shall read:

Notice of Claim

Written notice of claim must be given to the insurer within 6 months after the occurrence or commencement of any loss covered by the **Policy** or as soon after that date as is reasonably possible. Notice given by or on behalf of the **Insured** or the **Beneficiary** to the insurer at Symetra Claims Administration, PO Box 440, Ashland, WI 54806 or to any authorized insurance producer of the insurer, with information sufficient to identify the **Insured**, is considered notice to the insurer.

10. The last two paragraphs of the "Proof of Loss" provision in the GENERAL PROVISIONS section shall read:

Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this **Policy** provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss.

Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

11. The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

Time Payment of Claims

We will pay benefits immediately after **We** receive all essential information needed to make a determination on the claim. If additional information is required in order for **Us** to make a determination on the claim, **We** will pay benefits within 20 days of receipt of all information necessary to make that determination.

- 12. The "**Statements**" provision in the **GENERAL PROVISIONS** is amended by adding the words "In the absence of fraud" to the beginning of the paragraph.
- 13. The second paragraph of the "Payment of Benefits" provisions in the GENERAL PROVISIONS section shall read:

In the event You die, any death benefits will be payable to Your Beneficiary. If, on the date You die, there is no living named Beneficiary, any benefits due under the Policy will be paid to Your estate.

14. The "Time Limit on Certain Defenses" provision in the GENERAL PROVISIONS section shall read:

Time Limit on Certain Defenses

After 2 years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such 2-year period.

For New Hampshire Residents

- 1. All references to the world "Specialist" are replaced with "Doctor."
- 2. The last 3 paragraphs of the INTRODUCTION section are replaced by the following:

AREFULLY Right to Return this Certificate: This Certificate may, at any time within 30 days after its receipt by the Primary **Insured**, be returned by delivering it or mailing it to the company or the agent through whom it was purchased. Immediately upon such delivery or mailing, the Certificate will be deemed void from the beginning, and any Premium MITED POLIC paid on it will be refunded.

NOTICE TO BUYER:

THIS IS A SPECIFIED DISEASE CERTIFICATE THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR CERTIFICATE CAREFULLY WITH THE OUTLINE OF COVERAGE AND THE BUYER'S GUIDE.

NOTICE TO BUYER:

THIS IS AN ANCILLARY HEALTH CERTIFICATE. THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.

THIS CERTIFICATE DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT IS NOT INTENDED TO SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA) OR PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE ACA (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE"). IT DOES NOT PROVIDE COVERAGE FOR HOSPITAL, MEDICAL, SURGICAL, OR MAJOR MEDICAL EXPENSES.

- 3. The term "Health Screening Benefit" (if included) shall read "Critical Illness Health Screening Benefit."
- 4. The following changes are made to the Table of Contents and in other places where the applicable terms are used:
 - The reference to "Stroke" (if included) shall read "Severe Stroke."
 - The references to "Occupational Tuberculosis," "Occupational Hepatitis" and "Occupational Human Immunodeficiency Virus (HIV)" (if included) are hereby deleted.
- The reference to "All regular full-time" in the "Eligible Classes for Coverage" provision in the SCHEDULE OF BENEFITS section shall read:
 - "All regular full-time and part-time"
- 6. The "Miscellaneous Goods and Services" provision *if included) in the "Riders" part of the SCHEDULE OF BENEFITS shall read:

Miscellaneous Goods and Services

From time to time, **We** may offer or provide to **You** noninsurance benefits and services, some examples include: TeleDoc/Telemedicine/Telehealth services; and Health Advocacy, NurseLine, Medical Bill Saver, EAP and Work/Life Balance, and Wellness Programs. While **We** have arranged for this access, the third party service providers are liable to You for the provision of such goods and/or services nor are We liable for the failure of the provision of the same. Further, We are not liable to You for the negligent provision of such goods and/or services by third party service providers.

7. The definitions of "Amendment," "Rider," and "Specialist" in the DEFINITIONS section shall not apply to you.

- 8. The time period in the definition of "Pre-existing Conditions" in the DEFINITIONS section shall read "6 months."
- 9. The 4th paragraph of the "Effective Date of Dependent Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall not apply to you.
- 10. In the 2nd paragraph of the "Termination of Dependent Coverage" in the ELIGIBILITY FOR COVERAGE" section, the term "unmarried" is deleted.
- 11. The "Portability" provision (if included) in the ELIGIBILITY FOR COVERAGE section is deleted.
- 12. The term "Advanced Alzheimer's Disease" (if included) in the BENEFITS section shall read "Alzheimer's Disease."
- 13. The "Diagnosis Requirements" for Non-Melanoma Skin Cancer (if included) in the BENEFITS section shall be amended by adding:

If a pathological diagnosis is medically inappropriate, a clinical diagnosis will be accepted instead.

14. The 1st paragraph of the "Major Organ Failure" provision (if included) in the BENEFITS section shall read:

Major Organ Failure is defined as the permanent failure or loss of one or more of the following organs: heart, liver, lung, or pancreas, that requires a partial or full surgical transplant of a human organ.

15. The 1st sentence of the 2nd paragraph of the "*Diagnosis Requirements*" for Alzheimer's Disease (if included) in the BENEFITS section shall read:

The diagnosis of Alzheimer's Disease must be confirmed where there is significant reduction in mental and social functioning where the **Insured** is unable to perform independently, at least 2 of the following 6 "Activities of Daily Living" for a continuous period of at least 180 days:...

- 16. In the 1st 2 paragraphs of the "Pre-existing Conditions Limitation" provision (if included) in the EXCLUSIONS AND LIMITATIONS section, the time period stated shall read "6 months."
- 17. The "Benefit Increases" provision in the EXCLUSIONS AND LIMITATIONS section (if included) shall read:

If **Your** benefit amount increases, the amount of the benefit increase will not be paid for any critical illness caused by or resulting from a **Pre-Existing Condition** if it is diagnosed in the first 6 months after **Your** increase in coverage takes effect.

- 18. In the "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section:
 - In the 1st line, the word "Injury" is deleted.
 - In item g., the phrase "Contributed to by" is deleted.
 - h. ii. shall read:
 - O Voluntary participation in a felony, riot, or insurrection.
 - Items h.iii. and h.vi. are deleted.
 - Item h.vi. shall read:
 - Voluntary consumption of unprescribed drugs.
- 19. The last sentence of the "Proof of Loss" provision in the GENERAL PROVISIONS section is deleted.
- 20. The "Payment of Benefits" provision in the GENERAL PROVISIONS section is amended by adding:

Benefits may not be assigned to a health care Provider.

- 21. In the "Entire Contract" provision in the GENERAL PROVISIONS section, the phrase "and any Riders" is deleted.
- 22. In the "Time Limit on Certain Defenses" provision in the GENERAL PROVISIONS section, the phrase "Absent a showing of intentional fraud," is deleted.

For Ohio Residents

1. The INTRODUCTION section is amended by adding:

Notice to Ohio Residents: Holders of Certificates furnished by any insurer to a resident of Ohio in connection with, or pursuant to any provisions of, any group sickness and accident policy which insures residents of Ohio are entitled to all the protections afforded them under Ohio law, including without limitation, Title XXXIX of the Ohio Revised Code.

For Oklahoma Residents

1. The INTRODUCTION section is amended by adding:

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

2. Item h.i. in the "Exclusions" provision of the EXCLUSIONS AND LIMITATIONS section is amended by adding:

"when serving in the military or an auxiliary unit thereto"

The time period stated in item b. of the "Legal Actions" provision in the GENERAL PROVISIONS section shall read "5 years."

For South Carolina Residents

1. The "Physical Examination and Autopsy" provision in the GENERAL PROVISIONS section shall read:

We, at **Our** own expense, have the right to have **You** examined as often as **We** may reasonably require while a claim is pending, and to require an autopsy in the case of death during the period of contestability, unless it is forbidden by law. The autopsy must be performed in the State of South Carolina.

For South Dakota Residents

- The time period in the definition of "Pre-existing Conditions" in the DEFINITIONS section shall read "6 months."
- 2. The "Enrollment" part of the "Eligible Dependents" provision in the ELIGIBILITY FOR COVERAGE section is amended by adding:

This enrollment period will be waived when a parent is required to enroll a child due to a court or administrative order.

3. The 2nd paragraph of the "Pre-existing Conditions Limitation" part of the "Continuity with Prior Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

If either the **Pre-existing Conditions** Limitation of the **Policy** or that of the **Prior Coverage** applies, no benefit will be paid for the first twelve (12) months.

4. The first paragraph of the "Pre-existing Condition Limitation" (if included) in the EXCLUSIONS AND LIMITATIONS section shall read:

No benefit will be paid for a Pre-existing Condition during the first 12 months after the Insured's coverage takes effect.

The "Benefit Increases" part (if included) of the "Pre-existing Condition Limitation" in the EXCLUSIONS AND LIMITATIONS section shall read:

Benefit Increases

If **You** increase the amount of **Your** benefit during an Annual Enrollment Period, no benefits will be paid for the first 12 months of any critical illness caused by or resulting from a **Pre-Existing Condition** if it is diagnosed in the first 12 months after **Your** increase in coverage takes effect.

6. The "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section shall be amended as follows:

- The 1st line shall read: "No benefit will be paid when the **Insured** has a critical illness that is:"
- Items h.vi. and h.vii. are deleted.
- 7. The time periods stated in items a. and b. of the "Notice of Claim" provision in the GENERAL PROVISIONS section shall read "30 days."

For Vermont Residents

1. Page 1 of the Certificate is amended by adding:

THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE IS DELIVERED IN AND IS GOVERNED BY THE LAWS OF THE STATE OF VERMONT.

2. The following paragraph in the INTRODUCTION section is deleted:

YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

- 3. References to "Portability" in the Table of Contents and other sections (if included) are deleted and are not part of your certificate. None of the Portability provisions (if included) shall apply to you or your dependents.
- 4. The "Portability" provision (if included) in the ELIGIBILITY FOR COVERAGE section is deleted.
- 5. The words "sudden, unforeseen," in the definition of "Accident" in the DEFINITIONS section are deleted.
- 6. The word "unmarried" in the definition of "Dependent" in the DEFINITIONS section is deleted.
- 7. Items h.vi. and h.vii. in the "Exclusions" provision in the EXCLUSIONS AND LIMITATIONS section are deleted.

For West Virginia Residents

1. The following notice shall appear on page 1 of **Your** Certificate:

Notice: The **Policy** is a fixed-payment insurance policy. It provides fixed-payment limited medical and other benefits. **Your** coverage under the **Policy** is not comprehensive medical coverage and is not intended to cover the cost of all hospital or other medical services. The **Policy** does not satisfy the minimum essential coverage requirements of the Affordable Care Act.

2. The CERTIFICATE TABLE OF CONTENTS is amended as follows:

"Assignment of Benefits" is changed to "Assignment of Life Insurance Benefits" under the BENEFITS section.

- "Assignment of Benefit Payments" is added under the GENERAL PROVISIONS section.
- 3. The "Portability" provision (if included) in the ELIGIBILITY FOR COVERAGE section is deleted.
- 4. The "Time Payment of Claims" provision in the GENERAL PROVISIONS section shall read:

Time Payment of Claims

We will pay benefits as soon as **We** receive, or no more than 15 days after, all essential information need to make a determination on the claim.

5. The **GENERAL PROVISIONS** section is amended by adding:

Assignment of Benefit Payments

You may assign payment of **Benefits**, other than **Life Insurance Benefits**, under the **Policy** to be paid directly to **Your Provider**. An assignment will transfer **Your** interest for any designated payment to the assignee.

For Wyoming Residents

1. The INTRODUCTION section is amended by adding:

THIS CERTIFICATE DOES NOT CONTAIN COMPREHENSIVE ADULT WELLNESS BENEFITS.

- 2. Item b. in the 1st paragraph of "The Date a Dependent is Eligible for Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:
- b. The date **You** acquire a **Dependent** such as through marriage, birth, adoption, or the earlier of the date a petition to adopt was filed or the date of placement in the home for adoption. If the adoptive child is in the custody of the state, coverage will become effective on the date the date of entry of the final decree of adoption.
- 3. The 3rd paragraph of the "Effective Date of Dependent Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

However, **Your** child will be covered for Critical Illness Benefits for 31 days following the date of birth, adoption, or the earlier of the date a petition to adopt was filed or the date of placement for adoption in the home without paying **Premium** or authorizing **Your** Employer to deduct any amounts from **Your** pay.

Signed for Symetra Life Insurance Company at Bellevue, Washington.

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Margaret Meister President Jacqueline M. Veneziani Secretary

Jacqueline M. Veneziani

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Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200 | Bellevue, WA 98004-5135 1-800-796-3872 | www.symetra.com
Domiciled in Iowa

RESIDENCE STATE AMENDMENT

Governing Jurisdiction: The **Policy** is delivered in and governed by the laws of the state of **Texas**

If **You** do not reside in the Governing Jurisdiction state shown above, **Your** Certificate is hereby amended as stated below to comply with the laws of **Your** state of residence.

Only those references in this amendment to benefits, provisions or terms actually included in **Your** Certificate will apply to **You**. In addition, any reference made herein to **Dependent** coverage will only apply if **Dependent** coverage is provided in **Your** Certificate.

This amendment is attached to and made part of the Certificate that forms part of the **Policy**. All other provisions of **Your** Certificate remain unchanged.

For Minnesota Residents

1. The following is added to the second paragraph of the INTRODUCTION section:

The **Certificateholder** has the right to inspect the **Policy** or a copy thereof during business hours of the Eligible Group at the **Policyholder**'s place of business.

2. The following is added to the end of the INTRODUCTION section:

Incontestability of Certificate

We will not contest this **Certificate** after it has been in force for two years with respect to **You**, except for fraudulent misstatements made by **You**. No misstatement made by an **Insured** relating to his insurability will be used to contest his coverage:

- a. After his coverage has been in force during his lifetime for two years; and
- b. Unless such statement is in writing and signed by You.
- 3. The second paragraph of the "Effective Date of Dependent Coverage" provision in the ELIGIBILITY FOR COVERAGE section shall read:

If **You** did not elect **Dependent** coverage before the birth or adoption of a child, coverage will take effect for that child on the date of birth or adoption, if within 60 days of the date of birth or adoption, **You** authorize **Your** employer to deduct **Your** required contribution toward the cost of **Your Dependent** coverage from **Your** pay.

See the "Continuation of Coverage" provision for any exceptions to the Termination provisions.

- 4. The "Portability" provision (if included) in the ELIGIBILITY FOR COVERAGE section shall not apply to you.
- 5. The second paragraph of the "Payment of Benefits" provision in the BENEFITS section shall read:

In the event **You** die, any death benefits will be payable to **Your Beneficiary**. If, on the date **You** die, there is no living named **Beneficiary**, **We** will pay any benefits due under the **Policy** to **Your** estate.

6. The following provisions are added to the GENERAL PROVISIONS section:

Change of Beneficiary

Unless **You** make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to **You** and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this **Policy**.

Examination of Policy

We will issue a master policy to the employer and We shall also issue to the **Employer**, for delivery to the **employee** who is insured under the **Policy**, an individual certificate setting forth a statement as to the insurance protection to which the **employee** is entitled and to whom payable. **You** may inspect the master **Policy** at the **employer**'s home office during normal business hours upon request.

7. The time frame specified in the "Reinstatement" provision in the ELIGIBILITY FOR COVERAGE section shall read "6 years."

Signed for Symetra Life Insurance Company at Bellevue, Washington.

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Margaret Meister President Jacqueline M. Veneziani Secretary

Jacqueline M. Veneziani