



**Voluntary
Hospital Indemnity Insurance**

Certificate of Coverage

Plan Sponsor: Bremer Whyte Brown & O'Meara LLP
Policy: L03486
Class: 01
Class Description: All Eligible Employees

[anthem.com](https://www.anthem.com)

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GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

Anthem Blue Cross Life and Health Insurance Company
21555 Oxnard Street
Woodland Hills, CA 91367



Policyholder: Bremer Whyte Brown & O'Meara LLP

Policy Number: L03486

Policy Effective Date: October 1, 2021

Policy Anniversary: October 1

We have issued the Policy to the Policyholder. The Policy is delivered in and governed by the laws of the state of California and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (as amended). The provisions of the Policy that are important to the Covered Person(s) are summarized in this Certificate, consisting of this form and any additional forms which have been made a part of this Certificate. This Certificate replaces any other Certificate We may have previously issued to the Primary Insured under the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy on file with Us at Our Home office. The Policy may be inspected at the office of the Policyholder.

Signed for Anthem Blue Cross Life and Health Insurance Company, at California.

A handwritten signature in black ink that reads "Beth Andersen".

Beth Andersen
President

This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance.

Notice to Buyer: This is a hospital confinement indemnity policy. The Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. The Policy does not constitute comprehensive health insurance coverage and does not satisfy the requirement of Minimum Essential Coverage under the Affordable Care Act.

PLEASE BE ADVISED THAT YOU RETAIN ALL RIGHTS WITH RESPECT TO YOUR POLICY/CERTIFICATE AGAINST YOUR ORIGINAL INSURER IN THE EVENT THE ASSUMING INSURER IS UNABLE TO FULFILL ITS OBLIGATIONS. IN SUCH EVENT YOUR ORIGINAL INSURER REMAINS LIABLE TO YOU NOTWITHSTANDING THE TERMS OF ITS ASSUMPTION AGREEMENT.

The Policy may provide payment of several benefits as a result of claims from a single hospitalization or covered incident. Payment of one benefit under the Policy does not constitute acceptance of liability for all claims made under the Policy nor does it prohibit Us from further investigation of subsequent claims.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT. If a Covered Person is eligible for Medicare, he/she should review the Guide to Health Insurance for People with Medicare available from Us.

YOUR RIGHT TO RETURN THE CERTIFICATE: YOU HAVE THE RIGHT TO RETURN THE CERTIFICATE WITHIN 30 DAYS AFTER ITS RECEIPT VIA REGULAR MAIL OR OTHER DELIVERY METHOD AND TO HAVE THE FULL PREMIUM REFUNDED. THE RETURN VOIDS THE CERTIFICATE FROM THE BEGINNING. THE PARTIES SHALL BE IN THE SAME POSITION AS IF NO CONTRACT HAD BEEN

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ISSUED. ALL PREMIUMS PAID AND ANY POLICY FEE SHALL BE FULLY REFUNDED BY US WITHIN 30 DAYS OF OUR RECEIPT OF THE RETURNED CERTIFICATE.

READ THIS CERTIFICATE CAREFULLY. The Primary Insured has a 30-day right from the Coverage Effective Date to examine this Certificate. If the Primary Insured is not satisfied, it may be returned to Us within 30 days from receipt of this Certificate. In that event, We will consider it void from its effective date and any premiums paid will be refunded. Any claims paid under the Policy during the initial 30-day period will be deducted from the refund.

A note on capitalization in this Certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in the Policy or refers to a specific provision contained herein.

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BENEFIT SCHEDULE

Eligible Class(es)

Actively at work Employees who are scheduled to work at least 30 hours per week and who have satisfied any applicable eligibility waiting periods as defined by the policyholder.

Coverage Type

24 hour for Illness and Injury/Accident

Coverage Election

In order to be insured under the Policy an Employee must elect coverage for him/herself and any Dependent(s).

The Employee is required to pay premium for the coverage elected.

Individual Grace Period: 31 days

Benefit Amount(s) Payable

You (Primary Insured): 100% of the Benefit Amount(s) listed in the Benefits Table below

Spouse: 100% of the Benefit Amount(s) listed in the Benefits Table below

Dependent Child: (per child): 100% of the Benefit Amount(s) listed in the Benefits Table below

Disclosure of Services

In addition to the insurance coverage, We may offer noninsurance benefits and services to Employees.

BENEFIT(S) TABLE

Benefit:

Benefit Amount:

Hospital Care Benefit(s)

First Day Hospital Confinement
Daily Hospital Confinement (day 2 forward)
Daily ICU Confinement

\$500 per day
\$100 per day
\$200 per day

DEFINITIONS

Accident means a sudden, unexpected and unforeseeable event that occurs while a Covered Person is insured under the Policy and results in one or more Injuries.

Actively at Work, Active Work means that an Employee is:

- 1) performing all the regular duties of his/her job for the Policyholder in the usual way for 30 or more hours each week; and
- 2) receiving compensation from the Policyholder for work performed.

An Employee is considered actively at work on any day that is not his/her regular scheduled workday (e.g., vacation or holiday) as long as the Employee was actively working on his/her last preceding regular scheduled workday.

Additional Enrollment Event means a period of time designated for enrollment under the Policy, other than an Annual Enrollment Period, as agreed to in writing by Our authorized representative in our Home Office.

Ambulatory Surgical Center (ASC) means a licensed healthcare facility where Surgical Procedures that do not require an overnight Hospital stay are performed by a Physician. The facility must:

- 1) be under the direct supervision of a Physician;
- 2) provide Treatment by Physicians and/or Medical Professionals; and
- 3) have written agreements in place with one or more Hospitals to immediately accept patients who develop complications.

An ASC is also known as an outpatient surgery center or a same day surgery center.

Annual Enrollment Period means a period of time during which annual benefits enrollment occurs each year as determined by the Policyholder.

Calendar Year means the 12-month period beginning at 12:00:00 a.m. on January 1 of each year and ending at 11:59:59 p.m. on December 31 of the same year.

Certificate means this document, which explains the insurance benefits provided, to whom and how benefits are payable, and limitations and exclusions that apply to coverage.

Change in Family Status means one of the following events:

- 1) You get married or enter into a relationship with a person who satisfies the definition of Spouse;
- 2) You and Your Spouse divorce or legally terminate Your relationship;
- 3) Your Spouse dies;
- 4) You acquire a child who satisfies the definition of Dependent Child;
- 5) Your child no longer satisfies the definition of a Dependent Child or dies; or
- 6) Your Spouse is no longer employed, which results in a loss of hospital indemnity insurance sponsored by the Spouse's employer for You or any Dependent(s).

Complications of Pregnancy means any condition, whether or not a pregnancy is terminated, that requires Hospital Confinement and whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy. Examples include: acute nephritis; cardiac decompensation; disease of the endocrine, hemopoietic, nervous or vascular systems; ectopic pregnancy that is terminated; hyperemesis gravidarum; missed abortion; nephrosis; non-elective caesarean section; spontaneous termination of pregnancy that occurs during a period of gestation when a viable birth is not possible; or any similar condition(s) of comparable severity.

This definition does not include: elective caesarean section unrelated to a diagnosed complication of pregnancy; false labor; morning sickness; multiple gestation pregnancy; occasional spotting; physician prescribed rest during pregnancy; pre-eclampsia; any similar condition(s) associated with a difficult

pregnancy but not considered a classifiable, distinct complication of pregnancy; or any other condition associated with pregnancy but has not been diagnosed by a Physician as a complication of pregnancy as defined.

Confined, Confinement means the assignment to a bed in a medical facility for a period of at least 20 consecutive hours. This definition does not include a newborn child's initial Confinement in a Hospital following birth for routine medical and nursing care.

Confined Elsewhere means an Employee or a Dependent is unable to leave his/her home or other place of residence without assistance.

Congenital Anomaly(ies) means a structural or functional defect that existed prior to birth whether identified prenatally, at birth, or later in infancy. Congenital anomaly includes but is not limited to the conditions of: cleft lip; cleft palate; defects of metabolism; sixth toes or fingers; webbed fingers or toes; or other conditions that are medically diagnosed to be congenital anomalies.

Covered Illness means an Illness for which Treatment is received while a Covered Person is insured under the Policy that is not excluded or limited by name, description or any other provision of the Policy.

Covered Injury means an Injury that is the direct result of an Accident that is not excluded or limited by name, description or any other provision of the Policy.

Covered Person means the Employee and any Dependent(s) who is/are currently insured under the Policy and this Certificate.

Custodial Care means non-medical care, either at home or in a nursing or assisted-living facility, that helps a person with activities of daily living (bathing, continence, dressing, eating, toileting and transferring) not requiring the constant attention of medical personnel, including the self-administration of medication.

Dependent, Dependents means an Employee's Spouse and Dependent Child(ren).

Dependent Child(ren) means:

- 1) an Employee's or Spouse's natural child, legally adopted child or stepchild;
- 2) a child placed into the Employee's or Spouse's custody for adoption (regardless of whether the adoption has become final);
- 3) a child for whom the Employee or Spouse is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent; or
- 4) any other child for whom the Employee or Spouse has been appointed legal guardian; who is/are under 26 years of age.

If a child is age 26 or older and is:

- 1) incapable of self-sustaining employment because of a mental or physical disability;
- 2) chiefly dependent on the Employee or Spouse for financial support and maintenance; and proof has been provided of his/her disability upon Our request, that child will continue to be a dependent child until these conditions cease to exist.

Such proof will be required at the time of claim, and in no event more than once per year thereafter.

Emergency Room (ER) means a specified area within a Hospital that is designated for emergency healthcare. This area must:

- 1) be staffed and equipped to handle trauma;
- 2) be under the direct supervision of a Physician;
- 3) provide Treatment by Physicians and/or Medical Professionals; and
- 4) provide care 24 hours per day, 7 days per week.

This definition does not include an Urgent Care Facility.

Employee means a person who:

- 1) is a citizen or legal resident of the United States (including its territories and protectorates); or
- 2) is lawfully and legally able to work in the United States pursuant to applicable law(s); and
- 3) works for the Policyholder on a regular basis in the usual course of the Policyholder's business.

This definition does not include a person working for the Policyholder:

- 1) on a temporary, leased or seasonal basis;
- 2) as an independent contractor (including persons for whom income is reported on a 1099 form);
- 3) subject to the terms of a leasing agreement between the Policyholder and a leasing organization; or
- 4) who resides outside the United States for a period in excess of 12 months, unless written approval has been received from Us.

Family Member means a Covered Person's Spouse (current and former); domestic partner (or equivalent); child; sibling; parent; grandparent; grandchild; aunt; uncle; first cousin; nephew; niece; or the spouse or domestic partner (or equivalent) of such individuals. This includes adopted, in-law and step-relatives, and anyone living in the Covered Person's household.

Home Office means Our office at Anthem Blue Cross Life and Health Insurance Company 21555 Oxnard Street Woodland Hills, CA 91367.

Hospice Care means specialized care, medical services and emotional support for a Covered Person who is in the last stages of an advanced illness, focusing on comfort and quality of life rather than cure.

Hospital means an institution:

- 1) licensed to operate as a hospital pursuant to law;
- 2) primarily and continuously engaged in providing or operating either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians, medical, diagnostic and major surgical facilities for the medical care and Treatment of sick or injured persons on an in-patient basis for which a charge is made; and
- 3) providing 24-hour nursing service by or under the supervision of registered nurses (RNs).

Hospital does not include:

- 1) convalescent homes, or convalescent, rest or nursing facilities;
- 2) facilities affording primarily custodial, educational or rehabilitatory care;
- 3) facilities primarily for care of the aged/elderly, care of persons with Substance Abuse issues/disorders, or care of persons with Mental and Nervous Disorders.

Illness means a physical or mental condition, disease, disorder, illness or infection, including normal pregnancy and childbirth and Complications of Pregnancy, that is not the result of an Accident. This definition includes organ donation and quarantine in a Hospital due to an identifiable exposure to a life-threatening contagious and/or infectious disease.

Individual Grace Period means a grace period of 31 days that will be granted for receipt of the payment for each premium falling due after the first premium. During the grace period, the Certificate shall continue in force subject to the Termination of Insurance provision.

The Individual Grace Period will not continue coverage beyond a date shown in the Termination provision.

The Individual Grace Period is shown in the Benefit Schedule.

Injury or Injuries means bodily damage or harm which requires Treatment by a Physician or Medical Professional.

Inpatient means a Covered Person who is Confined and charged by a medical facility for room and board.

Intensive Care Unit (ICU) means a specifically designated area of a Hospital that provides the highest level of medical care and:

- 1) is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
- 2) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- 3) is permanently equipped with special lifesaving equipment and medical apparatus for the care of the critically ill or injured;
- 4) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the unit on a 24 hour basis; and
- 5) has a Physician assigned to the unit on a full-time basis.

An intensive care unit may include Hospital units with the following (or similar) names: burn unit; critical care unit; neonatal intensive care unit; or transplant unit.

An intensive care unit is not any of the following step-down units: intermediate care unit; modified/moderate care unit; Observation Unit; progressive care unit; or sub-acute intensive care unit.

This definition does not include a private monitored room.

Medical Professional means a person who is licensed to provide medical care and Treatment, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The medical professional must be acting within the scope of his/her license. A medical professional does not include a Covered Person or any Family Member.

Mental and Nervous Disorder(s) means any condition, disease or disorder listed as a mental or nervous disorder in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM), where improvement can be reasonably expected with therapy.

This definition does not include conditions, diseases or disorders related to Substance Abuse.

Observation Unit means a specified unit within a Hospital, apart from an Emergency Room (ER), where a patient can be monitored by a Physician or Medical Professional following Treatment in an ER or as an Outpatient. This area must:

- 1) be under the direct supervision of a Physician;
- 2) provide Treatment by Physicians and/or Medical Professionals; and
- 3) provide care 24 hours per day, 7 days per week.

Outpatient means a Covered Person who receives Treatment or services at a Hospital, Ambulatory Surgery Center (ASC), lab, medical clinic, Physician or Medical Professional's office/clinic, radiologic center or other licensed medical facility and is neither Confined nor charged for room and board.

Participation in a Riot means actively participating in a tumultuous disturbance of the peace by three or more persons assembling of their own authority with intent to mutually assist one another in an illegal or legal act. For purposes of this definition, a riot includes an insurrection or rebellion.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or where required by state law, any other legally qualified practitioner of healing art;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) operating within the scope of his or her license; and
- 4) not the Covered Person or a Family Member.

Policy means the policy that We issued to the Policyholder under the Policy Number shown on the face page.

Policy Year means the period commencing at 12:00:00 a.m. on the Policy Effective Date and ending at 11:59:59 p.m. the day before the next succeeding Policy Anniversary and thereafter, each 12-month period commencing on the Policy Anniversary.

Policyholder means the Employer.

Primary Insured means an Employee who is currently insured under the Policy and this Certificate. (See also You, Yours.) This definition also includes a Spouse who has elected to continue coverage under the Extended Continuation provision.

Prior Policy means any similar hospital indemnity or fixed indemnity insurance policy or plan:

- 1) replaced by insurance under part or all of the Policy; and
- 2) in effect and maintained or sponsored by the Policyholder or an employer acquired by the Policyholder on the day before the Policy Effective Date.

Spouse means any individual who, under applicable state law, is recognized as a Spouse.

Spouse also includes any individual who is a partner to a civil union, a registered domestic partnership with a government agency or office where such registration is available, or other relationship allowed by state law.

For residents of states that do not offer domestic partner registration: Spouse will include Your affidavit domestic partner provided You have executed a complete domestic partner affidavit, establishing that You and Your partner are domestic partners for purposes of The Policy. You will continue to be considered affidavit domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

Substance Abuse means the harmful or hazardous use of and dependence on psychoactive substances, including alcohol and illicit drugs.

Therapist means a person who is licensed to practice and provide acupuncture, chiropractic care, occupational therapy, physical therapy or speech therapy. Any therapist must be acting within the scope of his/her license. A therapist does not include a Covered Person or any Family Member.

Treatment means medical advice, diagnosis, care or services (including diagnostic measures) received by a person from a Physician or other qualified medical professional, or the use of prescribed drugs or medicines by a person.

Urgent Care Facility means a licensed, freestanding healthcare facility providing immediate, short-term medical care without an appointment, other than a Hospital (including any Outpatient department of a Hospital), Emergency Room, or Physician or Medical Professional's office/clinic. The facility must:

- 1) be under the direct supervision of a Physician; and
- 2) provide Treatment by Physicians and/or Medical Professionals.

We, Us, Our means Anthem Blue Cross Life and Health Insurance Company.

You, Yours means an Employee who is currently insured under the Policy and this Certificate. (See also Primary Insured.) This definition also includes a Spouse who has elected to continue coverage under the Extended Continuation provision.

ELIGIBILITY AND EFFECTIVE DATES

Eligibility for Coverage

An Employee will become eligible for coverage under the Policy on the latest of:

- 1) the Policy Effective Date; or
- 2) the date he/she becomes a member of an Eligible Class.

A Dependent will become eligible for coverage under the Policy on the later of:

- 1) the date the Employee becomes insured under the Policy; or
- 2) the date You acquire the Dependent.

If more than one person within an immediate family unit is eligible for coverage under the Policy as an Employee of the Policyholder, then:

- 1) neither Employee may be covered as a Dependent of the other person; and
- 2) Dependent Child(ren) may only be covered as a Dependent of one Employee.

Each person must be insured by an individual or group policy or contract that arranges or provides medical, hospital and surgical coverage not designed to supplement other private or governmental plans to be eligible for insurance under the Policy.

The date on which an Employee or Dependent becomes eligible for coverage may not be the same date on which insurance begins. The Coverage Effective Date provision describes the date on which insurance begins.

Initial Enrollment

An Employee must enroll for coverage for the Employee and any Dependent(s) within 31 days following the day the Employee or Dependent(s) first become(s) eligible for coverage under the Policy.

If an Employee does not elect coverage during the Employee's or Dependent's initial enrollment period, future enrollment may only occur as provided in the Changes in Coverage provision.

Coverage Effective Date

Coverage will start on the latest to occur of:

- 1) the date an Employee or Dependent becomes eligible as described in the Eligibility for Coverage provision, if enrolled on or before that date;
- 2) the Policy Anniversary following the last day of an Annual Enrollment Period, if an Employee or Dependent is enrolled during an Annual Enrollment Period;
- 3) the first day of the month following the last day of an Additional Enrollment Event, if an Employee or Dependent is enrolled during an Additional Enrollment Event; or
- 4) the first day of the month following the date an Employee or Dependent is enrolled.

In no event will Dependent insurance become effective before an Employee becomes insured.

The Coverage Effective Date for any Employee or Dependent is subject to the Deferred Coverage Effective Date provision.

Deferred Coverage Effective Date

All Coverage Effective Dates and Changes in Coverage effective dates for an Employee will be deferred if an Employee is not Actively at Work on the day coverage would otherwise begin. If deferred, coverage will become effective on the day after the date the Employee has completed one full day of Active Work.

In no event will Dependent insurance become effective before an Employee becomes insured.

This provision does not apply to Employees who are currently eligible for coverage under the Continuity from a Prior Policy provision.

Continuity from a Prior Policy

Coverage under the Policy will begin and will not be deferred if, on the day before the Policy Effective Date, an Employee:

- 1) was insured under a Prior Policy; and
- 2) is otherwise eligible under the Policy but is not Actively at Work on the Policy Effective Date and:
 - a) is on a leave of absence protected under:
 - i. the federal Family and Medical Leave Act (FMLA) or Uniformed Services Employment and Reemployment Rights Act (USERRA); or
 - ii. any other applicable federal or state law that allows for continuation of insurance in certain instances; or
 - b) was eligible for and insured under a continuation provision of a Prior Policy on the day before the Policy Effective Date; provided the Employee is not insured under any continuation, portability or conversion provision of a Prior Policy after the Policy Effective Date.

If coverage is continued for an Employee under this provision, coverage may also be continued for any eligible Dependent(s) who were insured under the Prior Policy. Insurance under this provision is subject to uninterrupted payment of premium to Us when due.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of the 12th month on or next following the Policy Effective Date;
- 2) the last day the Employee would have been covered under the Prior Policy, had the Prior Policy not terminated;
- 3) the last day of the continuation period allowed by FMLA, USERRA or applicable federal or state law;
- 4) the date insurance terminates for any reason shown under the Termination of Coverage provision; or
- 5) the date the Employee resumes Active Work for the Policyholder or begins full-time employment with any other employer.

If an Employee is eligible for insurance under this provision, the Employee is not eligible for insurance under any Continuation provision of this Certificate. Except as stated in this provision, coverage under this provision is subject to all other terms and provisions of the Policy.

Changes in Coverage

An Employee may elect, drop, increase, decrease or otherwise change coverage only:

- 1) during an Annual Enrollment Period or any Additional Enrollment Event; or
- 2) within 31 days of a Change in Family Status.

Any change in coverage requested by an Employee will become effective on:

- 1) the Policy Anniversary following the last day of an Annual Enrollment Period, if the change is requested during such period;
- 2) the first day of the month following the last day of an Additional Enrollment Event, if the change is requested during such event; or
- 3) the date on which the change is requested following a Change in Family Status; subject to the Deferred Effective Date provision.

Any change in coverage requested by the Policyholder or as a result of a change in the terms of the Policy will become effective on the first day of the month following the date of the request or change.

TERMINATION OF COVERAGE

Termination of Coverage

Coverage for You and any Dependent(s) will end on the earliest of the following:

- 1) the date You become no longer eligible for insurance under any provision of the Policy;
- 2) the date You attain age 85;
- 3) the date You are no longer in an Eligible Class or the Policy no longer covers Your class;
- 4) the date You request We terminate coverage, subject to the Changes in Coverage provision;
- 5) the date the required premium is due but not paid, or
- 6) the date the Policy terminates.

Coverage for a Dependent will also end on the date a Dependent no longer satisfies the definition of Spouse or Dependent Child(ren), except for a Dependent Child that reaches the limiting age. Coverage for a Dependent Child that reaches the limiting age will end the last day of the month during which the child attains the limiting age.

When coverage would otherwise end, You or an insured Spouse, in certain circumstances may be able to continue insurance for You and any Dependent Child(ren):

- 1) under a Continuation provision; or
- 2) under the Extended Continuation provision.

Termination of coverage has no effect on benefits payable for Treatment that is received for a Covered Illness or Covered Injury while a Covered Person was insured under the Policy.

CONTINUATION

CONTINUATION

Continuation

You may be able to continue coverage for You and any Dependent(s) in certain circumstances when You are no longer Actively at Work. The Continuation Options are explained below.

Any coverage continued under this provision through any of the Continuation Option(s) is subject to the following conditions:

- 1) We must continue to receive premium payment when due (premiums must be paid by You or paid on Your behalf);
- 2) the Policyholder must approve the continuation; and
- 3) if You are eligible for more than one Continuation Option:
 - a) the continuation time periods will not be applied consecutively; and
 - b) the longest applicable continuation time period from the date You were last Actively at Work will apply.

Coverage continued under this provision will end on the last day of the month on or next following the earliest of the day:

- 1) the applicable continuation time period has expired, as described in the Continuation Options;
- 2) You return to Active Work for the Policyholder; or
- 3) You begin full-time employment with an employer other than the Policyholder.

Coverage continued under this provision will also end in accordance with the Termination of Coverage provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of the Policy.

Continuation Option(s)

Leave of Absence: If You are on a leave of absence approved by the Policyholder due to any personal reason, coverage may be continued for up to 12 weeks from the date You ceased Active Work.

Federal and/or State Laws: The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain circumstances for medical leaves of absence, military leaves of absence, other leaves of absence, layoff or termination of employment.

If You are not Actively at Work and are eligible to continue insurance under one of these laws, coverage may be continued for up to the time period allowed by the law that enables the continuation. Contact the Policyholder for additional information regarding continuation options that may be available through federal and/or state laws.

Illness or Injury: If You are not Actively at Work due to Illness or Injury, coverage may be continued for up to 12 weeks from the date You ceased Active Work.

Temporary Layoff: If You are subject to a temporary involuntary layoff by the Policyholder, coverage may be continued for up to 12 weeks from the date You ceased Active Work. If the layoff becomes permanent, this continuation will cease immediately.

Furlough: If You are subject to a temporary work furlough by the Policyholder, coverage may be continued for up to 12 weeks from the date You ceased Active Work. If the furlough ends or becomes permanent (employment is terminated), this continuation will cease immediately.

EXTENDED CONTINUATION

Extended Continuation

You or an insured Spouse, in certain circumstances, may continue coverage under the Policy when insurance would otherwise end under the Termination of Coverage provision.

If You are age 84 or younger, You may be able to continue coverage for You and any insured Dependent(s) under this provision when You:

- 1) are no longer Actively at Work and are not eligible for coverage under any other Continuation provision in this Certificate; or
- 2) are no longer employed by the Policyholder, including retirement.

If You are eligible to continue coverage under this provision, then You must elect insurance under this provision in order for any Dependent(s) to remain eligible for coverage.

An insured Spouse who is age 84 or younger may be able to continue coverage under this provision for him/herself and any insured Dependent Child(ren):

- 1) in the event of Your death;
- 2) in the event of divorce, dissolution of partnership or legal separation from You; or
- 3) when You enter active duty service or training in any military for a period of 31 days or more and are no longer eligible under the Policy as an Employee.

If an insured Spouse continues coverage under this provision, the Spouse will become a Primary Insured going forward. Any Dependent Child(ren) may be covered under the Employee or the Spouse, but not both.

Requesting Extended Continuation

When coverage under the Policy would otherwise end, notice of the right to continue coverage under this provision will be given. To elect Extended Continuation, You or Your insured Spouse must send a request to Us.

The request and the initial premium due must be received within 31 days after insurance under the Policy would otherwise end. If timely notice is not given, an extension of the period of time in which to request continued coverage under this provision will be allowed. You or Your Spouse will have 15 days from the date notice is received to submit the request and initial premium. However, in no event will a request be processed if received more than 91 days after the date coverage under the Policy would otherwise end, even if notice is not received.

Coverage continued under this provision:

- 1) will become effective on the first day of the month following the date coverage under the Policy would otherwise end, so that there is no interruption in coverage; and
- 2) is subject to continued payment of premium as due, including any portion of the premium that was previously paid for by the Policyholder.

Coverage continued under this provision will end on the earliest of:

- 1) the last day of the month during which You resume Active Work for the Policyholder;
- 2) the date that is 3 years from the date continuation under this provision began.

Coverage continued under this provision will also end in accordance with the Termination of Coverage provision. Except as described in this provision, coverage continued under this provision is subject to all other terms and provisions of the Policy.

BENEFITS

HOSPITAL CARE BENEFITS

First Day Hospital Confinement Benefit

We will pay the First Day Hospital Confinement Benefit Amount shown in the Benefit Schedule for the first day a Covered Person is Confined to a Hospital as an Inpatient as the result of a Covered Illness or Covered Injury.

The Confinement must begin within 90 days after Covered Illness or Covered Injury occurs. This benefit is payable once per Covered Illness or Covered Injury, and is payable up to 1 day per Policy Year for each Covered Person. This benefit is only payable once per day, even if the Confinement is the result of more than one Covered Illness or Covered Injury.

This benefit is not payable:

- 1) for Treatment in an Emergency Room, as an Outpatient, in an Observation Unit or other observation area of a Hospital, or for a Hospital stay of less than 20 hours; or
- 2) if a Covered Person is discharged from the Hospital and again becomes an Inpatient for the same or related Covered Illness or Covered Injury.

If more than one type of Confinement occurs for a Covered Person for the same day (regardless of the medical facility(ies)), only the highest Confinement benefit is payable.

Daily Hospital Confinement Benefit

We will pay the Daily Hospital Confinement Benefit Amount shown in the Benefit Schedule for each day a Covered Person is Confined to a Hospital as an Inpatient as the result of a Covered Illness or Covered Injury, beginning on the second day of Confinement.

The Confinement must begin within 90 days after Covered Illness or Covered Injury occurs. This benefit is payable for up to 31 days per Policy Year for each Covered Person. This benefit is only payable once per day, even if the Confinement is the result of more than one Covered Illness or Covered Injury.

If a Covered Person is discharged from the Hospital and again becomes Confined as an Inpatient for the same or related Covered Illness or Covered Injury within 90 days of discharge, it will be considered the same period of Confinement.

This benefit is not payable for:

- 1) any day for which a First Day Hospital Confinement benefit is payable; or
- 2) Treatment in an Emergency Room, as an Outpatient, in an Observation Unit or other observation area of a Hospital, or for a Hospital stay of less than 20 hours.

If more than one type of Confinement occurs for a Covered Person for the same day (regardless of the medical facility(ies)), only the highest Confinement benefit is payable.

Daily ICU Confinement Benefit

We will pay the Daily ICU Confinement Benefit Amount shown in the Benefit Schedule for each day a Covered Person is Confined to an Intensive Care Unit (ICU) as the result of a Covered Illness or Covered Injury.

The ICU Confinement must begin within 90 days after the Covered Illness or Covered Injury occurs. This benefit is payable for up to 31 days per Policy Year for each Covered Person. This benefit is only payable once per day, even if the ICU Confinement is the result of more than one Covered Illness or Covered Injury .

If a Covered Person is discharged from the ICU and again becomes Confined in an ICU as an Inpatient for the same or related Covered Illness or Covered Injury within 90 days of discharge, it will be considered the same period of Confinement.

If more than one type of Confinement occurs for a Covered Person for the same day (regardless of the medical facility(ies)), only the highest Confinement benefit is payable.

LIMITATIONS AND EXCLUSIONS

Exclusions

No benefits are payable under the Policy for any Illness or Injury that results from or is caused by a Covered Person's:

- 1) suicide or attempted suicide, whether sane or insane, or intentional self-infliction;
- 2) voluntary intoxication (as defined by the law of the jurisdiction in which the Illness or Injury occurred) or while under the influence of any narcotic, drug or controlled substance, unless administered by or taken according to the instruction of a Physician or Medical Professional;
- 3) voluntary commission of or attempt to commit a felony, voluntary participation in illegal activities (except for misdemeanor violations), voluntary Participation in a Riot, or voluntary engagement in an illegal occupation;
- 4) incarceration or imprisonment following conviction for a crime;
- 5) travel in or descent from any vehicle or device for aviation or aerial navigation, except as a fare-paying passenger in a commercial aircraft (other than a charter airline) on a regularly scheduled passenger flight or while traveling on business of the Policyholder;
- 6) ride in or on any motor vehicle or aircraft engaged in acrobatic tricks/stunts (for motor vehicles), acrobatic/stunt flying (for aircraft), endurance tests, off-road activities (for motor vehicles), or racing;
- 7) participation in any organized sport in a professional or semi-professional capacity;
- 8) participation in abseiling, base jumping, Bossaball, bouldering, bungee jumping, cave diving, cliff jumping, free climbing, freediving, freerunning, hang gliding, ice climbing, Jai Alai, jet powered flight, kite surfing, kiteboarding, lugging, missed climbing, mountain biking, mountain boarding, mountain climbing, mountaineering, parachuting, paragliding, parakiting, paramotoring, parasailing, Parkour, proximity flying, rock climbing, sail gliding, sandboarding, scuba diving, sepak takraw, slacklining, ski jumping, skydiving, sky surfing, speed flying, speed riding, train surfing, tricking, wingsuit flying;
- 9) active duty service or training in the military (naval force, air force or National Guard/Reserves or equivalent) for service/training extending beyond 31 days of any state, country or international organization, unless specifically allowed by a provision of this Certificate; or
- 10) involvement in any declared or undeclared war or act of war (not including acts of terrorism), while serving in the military or an auxiliary unit attached to the military, or working in an area of war whether voluntarily or as required by an employer.

If You notify Us of active duty service or training, We will refund any premiums paid for any period for which no coverage is provided as a result of the exclusion.

In addition, We will not pay for any benefits under the Policy, unless required by law for:

- 1) elective abortion or complications thereof;
- 2) artificial insemination, in vitro fertilization, test tube fertilization;
- 3) sterilization, tubal ligation or vasectomy, and reversal thereof;
- 4) aroma therapeutic, herbal therapeutic, or homeopathic services;
- 5) any Mental and Nervous Disorder, unless specifically allowed by a provision of this Certificate;
- 6) Substance Abuse, unless specifically allowed by a provision of this Certificate;
- 7) medical mishap or negligence on the part of any Physician, Medical Professional, or Therapist, including malpractice;

- 8) Treatment, supplies or services provided by, through or, behalf of any government agency or program; unless payment is required by a Covered person;
- 9) Custodial Care, unless specifically allowed by a benefit provision in this Certificate or any rider attached to the Policy (if applicable);
- 10) elective or cosmetic surgery or procedures, except for reconstructive surgery:
 - a) incidental to or following surgery for disease, infection or trauma of the involved body part; or
 - b) due to Congenital Anomaly or disease of a Dependent Child which has resulted in a functional defect;
- 11) dental care or Treatment, except for:
 - a) Treatment due to an Injury to sound natural teeth within 12 months of the Accident; and
 - b) Treatment necessary due to congenital disease or anomaly.

Congenital Anomalies of newborn and newly adopted children are not excluded if otherwise covered under the terms of the Policy.

CLAIM PROVISIONS

Notice of Claim

Notice of claim may be given to Us within 20 days after the start of any loss covered by the Policy, or as soon as reasonably possible. Notice given by or on behalf of a Covered Person to Us, or to Our authorized agent, with information sufficient to identify the Covered Person, shall be notice to Us.

Failure to give notice within this time frame will not invalidate nor reduce any claim.

Claim Forms

When We receive Claim Notice, We will send claim forms to the claimant. If the claimant does not receive the forms within 15 days after Claim Notice is sent, the claimant shall be deemed to have complied with the requirements of sending Claim Proof of Loss upon submitting within time fixed in filing the Claim Proof of Loss.

Claim Proof of Loss

The claimant must send proof of loss to Us. This proof must be provided within 90 days after the date of the loss. If it is not reasonably possible to give proof in this time, proof must be provided as soon as reasonably possible. Claim Proof of Loss may not be given more than one year after the time proof is otherwise required, unless the claimant is legally incapacitated.

Physical Examinations and Autopsy

We, at our own expense, shall have the right and opportunity to have:

- 1) a Covered Person for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a Covered Person for whom a claim is made in case of death, where not prohibited by law.

Time of Payment of Claims

Benefits payable under the Policy will be paid immediately upon Our receipt of due Claim Proof of Loss. Any other accrued indemnities unpaid at the Covered Person's death may, at the option of Us, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

Payment of Claims

All benefits are payable to You. Any benefits unpaid at the time of Your death will be paid to:

- 1) Your designated beneficiary(ies); or if none, then to
- 2) Your estate.

Beneficiary Designation

In the event of Your death, You should designate one or more beneficiaries to receive any benefits under the Policy that are unpaid at the time of Your death. Beneficiary records will be kept by the Policyholder, plan administrator or the office/system where beneficiary records for the Policy are kept. The most current beneficiary designation in effect under a Prior Policy will be accepted as a beneficiary designation under the Policy until changed (if applicable).

Certain states are community property states. If You live in a community property state and designate someone other than Your Spouse as a beneficiary, state law may require that Your Spouse consent to such designation. If spousal consent to the designation is not obtained, then such designation may not be effective. Community property states as of the Policy Effective Date include: Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.

Change of Beneficiary

The beneficiary may be changed at any time by You or Your assignee (if You assigned this insurance). To make a change, a request should be provided to the Policyholder, plan administrator or to the office/system where beneficiary records for the Policy are kept. If it is not known where the records are kept, then the request may be provided to Us. When received by the Policyholder, plan administrator, office/system where beneficiary records for the Policy are kept or Us, the change will take effect as of the date the request is signed. The change will not apply to any payments or other action taken by Us before the request was received.

The right to change of beneficiary is reserved to You, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary, unless the current beneficiary designation is irrevocable.

Claim Denial

If a claim for benefits is wholly or partly denied, the claimant will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, the claimant:

- 1) must submit a written request for review within:
 - a) 180 days of receipt of Claim Denial if the claim requires Us to make a determination of a Covered Illness or Covered Injury; or
 - b) 60 days of receipt of Claim Denial if the claim does not require Us to make a determination of a Covered Illness or Covered Injury or other loss; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim. If You are not satisfied with the decision, You have the right to contact the California Insurance Department to review your dispute.

Overpayment Recovery

We have the right to recover from You or the recipient of benefits any amount that is an overpayment. You or the recipient of benefits has the obligation to refund to Us any such amount.

If benefits are overpaid on any claim, You or the recipient of benefits must reimburse Us within 90 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other person to or for whom payment was made; or
 - c) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors until full reimbursement is made;
- 3) refer the unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

GENERAL PROVISIONS

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.

All statements made by the Policyholder and persons insured under the 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 Covered Person, to the Covered Person's beneficiary or personal representative.

Statements

All statements made by the Policyholder or any Covered Person are considered representations and not warranties. No statement made by a Covered Person will be used in any contest unless a copy of the statement is furnished to the Covered Person, his or her beneficiary or personal representative and is attached to the certificate.

Time Limit on Certain Defenses

Absent a showing of intentional fraud, no statement concerning insurability made by any Covered Person shall be used to contest the validity of the insurance for which the statement was made after this Policy has been in force for three 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.

No claim for loss incurred or disability commencing after three years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical condition, not excluded from coverage by name or specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

Grace Period

A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during the Grace Period the Policy shall continue in force. If the entire premium is not paid by the end of the Grace Period, this Policy will terminate.

If the Policyholder gives Us written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date; but no such termination will take effect during any period for which the required premium has been paid to us.

Legal Actions

No legal action may start:

- 1) until 60 days after Proof of Loss has been given;
- 2) more than 3 years after the time Claim Proof of Loss is required to be given; unless otherwise required by law in Your or the claimant's jurisdiction of residence.

Misstatement of Age

If the age of any Covered Person has been misstated:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Assignment

You have the right to absolutely assign Your rights and interest under the Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force; and
- 2) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under the Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign his/her rights and interest under the Policy.

Insurance Fraud

Insurance fraud occurs when any person and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if a person and/or the Policyholder commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if a person and/or the Policyholder perpetrate insurance fraud.

Conformity with State and Federal Laws

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

Time Periods

Unless otherwise specifically stated, all time periods begin and end at 12:01 A.M., Standard Time at the place where the Policy is delivered.

Workers' Compensation

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Unpaid Premium

Upon the payment of a claim, any premium then due and unpaid may be deducted from the claim payment.