

# GROUP VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF COVERAGE

### **FOR**

## LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

**POLICY NUMBER: 303972** 

**EFFECTIVE DATE: January 1, 2015** 

If there is a discrepancy between the provisions of the Employer's on-line or printed Certificates and the provisions of the Certificates furnished by the Company, the provisions of the Group Policy will prevail.

## UnitedHealthcare Insurance Company 185 Asylum Street Hartford, Connecticut (Home Office)

Policyholder: Louisiana State University and Agricultural and Mechanical College

Effective Date: January 1, 2015

Policy Number: 303972

**Beneficiary:** As on file with the Administrator

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

The benefits described in this Certificate insure the Covered Person and, if applicable, any Dependents eligible for insurance. This Certificate becomes effective at 12:01 A.M. Eastern Standard time on the Effective Date shown above.

#### Read the Group Certificate Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of UnitedHealthcare Insurance Company as of the Effective Date shown above.

Secretary

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Group Accidental Death and Dismemberment Insurance Policy Non-Participating

President

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Administrative Office: 9900 Bren Road East Minnetonka, MN 55343

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#### SCHEDULE OF BENEFITS

#### Class of Employees

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All eligible Retirees who retire on or after July 1, 2009, residing in the United States, excluding temporary and seasonal employees

**Cost of Insurance:** The Covered Person is required to contribute to the entire cost of his insurance.

#### **Covered Person Insurance:**

#### **Voluntary Accidental Death and Dismemberment Benefit:**

A choice of: \$27,500, \$55,000, \$82,500, \$110,000, \$165,000, \$220,000, \$275,000 or \$300,000

Voluntary Accidental Death and Dismemberment Benefit will reduce to 82.5% at age 70, 57.5% at age 75, 37.5% at age 80, 20% at age 85.

#### Supplemental Accidental Death and Dismemberment Benefits are issued on a:

□ non-occupational basis

#### **Dependent Accidental Death and Dismemberment Benefit:**

The Dependent's Insurance included in this Certificate applies only to Employees who have elected, paid premiums and are insured for Dependent Insurance.

**Dependent:** Includes

- 1. a legal Spouse; and
- 2. any married or unmarried Child.

The Child must be under 26 years of age and:

- 1. A natural child.
- 2. A stepchild.
- 3. A legally adopted child.
- 4. A child placed for adoption.
- 5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person's Spouse.
- 6. A grandchild.

However, the term Child will include a Child over the limiting age if the Child is:

- 1. unmarried; and
- 2. physically or mentally disabled; and
- 3. financially dependent upon the Covered Person.

No one can be a dependent of more than one Covered Person.

#### **SCHEDULE OF BENEFITS (continued)**

| Voluntary Accidental Death and Dismemberment Insurance Benefit:        |                                 |  |  |
|--|---------------------------------|--|--|
| Spouse Only  | 50% of the Employee's amount of |  |  |
|  | Voluntary Accidental Death and  |  |  |
|  | Dismemberment Benefit           |  |  |
| Spouse and Child(ren)  |                                 |  |  |
| <ul> <li>Spouse</li> </ul>   | 40% of the Employee's amount of |  |  |
|  | Voluntary Accidental Death and  |  |  |
|  | Dismemberment Benefit           |  |  |
| <ul><li>Child(ren)</li></ul>   | 10% of the Employee's amount of |  |  |
|  | Voluntary Accidental Death and  |  |  |
|  | Dismemberment Benefit           |  |  |
| Child(ren) Only  | 15% of the Employee's amount of |  |  |
| , ,  | Voluntary Accidental Death and  |  |  |
|  | Dismemberment Benefit           |  |  |
| Voluntary Accidental Death and Dismemberment Benefits are issued on a: |                                 |  |  |
| 24 hour basis  | non-occupational basis          |  |  |

#### GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

Contributory or Non-Contributory Insurance: Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

Covered Person: The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Employer:** The Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.

Hospital or Medical Facility: A legally operated, accredited facility licensed to provide full-time care and Treatment for the condition for which benefits are payable under the Policy. It is operated by a full-time staff of licensed physicians and registered nurses. It does not include facilities that primarily provide custodial, education or rehabilitative care, or long-term institutional care on a residential basis.

**Injury:** A bodily Injury resulting directly from an accident and independently of all other causes.

Physician: A practitioner of the healing arts who is:

- 1. duly licensed in the state in which the Treatment is received; and
- 2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

Regular Care: The Covered Person personally visits a Physician as often as is medically required to effectively manage and treat his disabling condition(s), according to generally accepted medical standards. The Covered Person is receiving appropriate Treatment and care, according to generally accepted medical standards, by a Physician whose specialty or experience is appropriate for the disabling condition(s).

**Sickness:** An illness, disease, pregnancy or complication of pregnancy.

Treatment: consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

We, Our and Us: UnitedHealthcare Insurance Company.

#### **CERTIFICATE GENERAL PROVISIONS**

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

**Discretionary Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision does not prevent the bringing of a legal action under the time limit for Legal Action provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him and a copy of the instrument containing the statement is or has been furnished to such person or to his beneficiary. For Disability Insurance, this clause will not affect Our right to contest the validity of the Policy for fraudulent misrepresentations.. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

**Information To Be Furnished:** The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder will not:

- 1. affect the amount of insurance which would otherwise be in effect; or
- 2. continue insurance which otherwise would be terminated; or
- 3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

#### COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Covered Person's Eligibility: Employees who retire as eligible retirees on or after July 1, 2009

**Effective Date of Covered Person Insurance:** If an Employee was Actively at Work on the day before he retired, his insurance as a retiree will continue for the amount stated on the Schedule of Benefits

An Employee must use forms provided by Us when applying for insurance.

**Effective Date of Change in Amount of Insurance:** If there is a decrease in the amount of the Covered Person's insurance, the decrease will take effect on the policy anniversary date on or next following the date of the decrease.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the last day of the period for which a premium payment is made, if the next payment is not made;
- 2. the last day of the month during which he ceases to be a member of a class eligible for insurance;
- 3. the date the Policy terminates, or a specific benefit terminates.

#### DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

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

- 1. the date the Covered Person becomes eligible for Dependent Insurance;
- 2. the date a person becomes a Dependent; or
- 3. the date the Policy is amended to include the Covered Person's class as being eligible for Dependent Insurance.

The Covered Person's Spouse or Child will not be eligible for Dependent Insurance if the Spouse or Child is:

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

**Effective Date of Dependent Insurance:** No insurance will take effect on any day the Dependent (other than a newborn child) is confined in a Hospital or Medical Facility. Instead, insurance will take effect on the day following discharge from the Hospital or Medical Facility.

A Covered Person must use forms provided by Us when applying for Dependent Insurance.

Dependents will not be insured until the Employee is insured.

**Termination of Dependent Insurance:** Insurance on a Dependent will terminate at 12:00 midnight Eastern Standard time on the earliest of the following dates:

- 1. the last day of the month during which he ceases to be a Dependent as defined in the Policy;
- 2. the last day of the month during which the Covered Person ceases to be a member of a class eligible for Dependent insurance;
- 3. the date the Covered Person's insurance under the Policy terminates:
- the last day of the month during which the Dependent becomes a member of the armed forces on active duty, except for duty of 30 days or less for training in the Reserves or National Guard;
- 5. the last day of the period for which a Dependent's required premium payment is made, if the next payment is not made; or
- 6. the date the Policy terminates, or a specific benefit terminates.

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON

If the Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 365 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

**Amount of Insurance:** The amount of insurance shown in the Schedule of Benefits will be paid according to the following table:

| Loss of life                                    | 100% |
|---|------|
| Loss of both hands or both feet                 | 100% |
| Loss of sight of both eyes                      | 100% |
| Loss of one hand and sight of one eye           | 100% |
| Loss of one foot and sight of one eye           | 100% |
| Quadriplegia                                    | 100% |
| Paraplegia                                      | 75%  |
| Hemiplegia                                      | 50%  |
| Triplegia                                       | 75%  |
| Loss of one hand                                | 50%  |
| Loss of one foot                                | 50%  |
| Loss of sight of one eye                        | 50%  |
| Coma  | 50%  |
| Loss of speech                                  | 50%  |
| Loss of hearing                                 | 50%  |
| Uniplegia                                       | 25%  |
| Loss of Thumb and Index Finger of the Same Hand | 25%  |

Loss of sight means total and irrecoverable loss of sight. Loss of hands or feet means severance at or above the wrist or ankle. Loss of thumb and index finger means the actual, complete and permanent severance through or above the metacarpophalangeal joints. Loss of speech means the total and irrecoverable loss of speech. Loss of hearing means total and irrecoverable loss of hearing. Quadriplegia means total and permanent Paralysis of both upper and lower limbs. Paraplegia means total and permanent Paralysis of both lower limbs. Uniplegia means the total and permanent Paralysis of one limb. Triplegia means the total and permanent Paralysis of three limbs. Hemiplegia means total and permanent Paralysis of upper and lower limbs on one side of the body. Paralysis means permanent impairment and loss of the ability to voluntarily move or to have sensation in any entire extremity. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb. Coma means the diagnosis of a state of unconsciousness for a continuous period of at least 90 days.

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

**Seat Belt and Air Bag Benefit for Covered Person:** We will pay an additional benefit for the loss of the Covered Person's life that results from injuries sustained while driving or riding in a private Passenger Car if such Covered Person's Seat Belt was properly fastened. A benefit is not payable under this provision, if:

- 1. the Covered Person is either a driver or passenger, and the driver was legally intoxicated or under the influence of drugs at the time of the accident; or
- 2. the driver of the private Passenger Car does not hold a current and valid driver's license at the time of the accident.

An additional Air Bag Benefit will be paid if:

- 1. Seat Belt Benefit is payable; and
- the private Passenger Car is equipped with a single Air Bag and the Covered Person is the driver; or
- 3. the private Passenger Car is equipped with an Air Bag for both the driver and for the front passenger seat and the Covered Person is the driver or front seat passenger; or
- 4. the private Passenger Car is equipped with an Air Bag for the driver seat, for the front passenger seat and for all rear passenger seats and the Covered Person is the driver, front seat passenger or rear seat passenger; and
- 5. the police report or other evidence establishes that the Air Bag inflated properly upon impact.

#### We will pay:

- 1. A Seat Belt benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit; or
- 2. A Seat Belt and Air Bag Benefit of an amount equal to 10% of the full amount of Accidental Death and Dismemberment Benefit.

However, the amount payable will not exceed \$25,000 for the Seat Belt Benefit or \$50,000 for the combined Seat Belt and Air Bag Benefit.

The accident causing the Covered Person's death must occur while the Covered Person is insured under the Policy.

Passenger Car means, for the purposes of this Accidental Death and Dismemberment Benefit, any validly registered four-wheel private Passenger Car. Seat Belt means any restraint device which meets published federal safety standards, has been installed by the car manufacturer or reinstalled according to the manufacturer's specifications and has not been altered after such installation. The investigating officer must certify the correct position of the Seat Belt. A copy of the police report must be submitted with the claim.

**Air Bag** means, for the purposes of this Accidental Death and Dismemberment Benefit, a supplemental restraint system that inflates for added protection to the head and chest areas. The Air Bag must meet published federal safety standards, be installed by the car manufacturer or consist of proper replacement parts as required by the car manufacturer's specifications and not have been altered after such installation.

Limitations: We will not pay a benefit for a loss caused directly or indirectly by:

- 1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
- 2. suicide or intentionally self-inflicted Injury, while sane or insane;
- 3. participation in a riot or insurrection, or commission of an assault or felony;
- 4. war or any act of war, declared or undeclared;

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON (continued)

- 5. use of any prescription drug, hallucinogen, controlled substance, or narcotic unless prescribed by a Physician;
- 6. driving while intoxicated, as defined by the applicable state law where the loss occurred;
- 7. engaging in the following hazardous activities, including skydiving, hang gliding, auto racing, mountain climbing, Russian Roulette, autoerotic asphyxiation or bungee jumping;
- 8. Injury arising out of or in the course of any occupation or employment for pay or profit, or any Injury or Sickness for which the Covered Person is entitled to benefits under any Workers Compensation Law, Employers Liability Law or similar law, unless this insurance is issued on an 24 hour basis as shown in the Schedule of Benefits;
- 9. travel or flight in, or descent from any aircraft, unless as a fare-paying passenger on a commercial airline flying between established airports on: a) a scheduled route; or b) a charter flight seating 15 or more people.

**Notice of Claim:** Written notice of a claim for death or Injury must be given to Us at Our Home Office by the Covered Person or his beneficiary within 30 days of the date of death or the date the Injury occurred. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the Covered Person does not receive the form from Us within 15 days of his request, written proof of claim should be sent to Us without waiting for the form. Written proof should establish facts about the claim such as date of occurrence, nature, and extent of the loss involved.

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

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section within 60 days of receipt by Us of Proof of Claim. All other Payment of Claim under this Accidental Death & Dismemberment Benefit will be paid to the Covered Person within 30 days of receipt by Us of Proof of Claim.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

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

**Assignment:** Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.

#### STATUTORY PROVISIONS

#### **ALASKA**

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

#### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, Any references to gender (i.e., "of the opposite or same sex" or "of the same sex") in the Domestic Partner and Domestic Partnership definitions are deleted and do not apply to you.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section, it is hereby deleted in its entirety.

#### **Accidental Death and Dismemberment Benefit Limitations**

The travel/flight limitation in the Accidental Death Benefit or Accidental Death and Dismemberment Benefit is amended with regard to charter flights by deleting the phrase "seating 15 or more people".

#### **ARKANSAS**

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

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to: UnitedHealthcare Insurance Company Administrative Offices 9900 Bren Road East Minnetonka, MN 55343 1-866-615-8727

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

Consumer Services Division 400 University Tower Building Little Rock, Arkansas 77204

Telephone: 1-800-852-5494

#### **IDAHO**

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

#### **Definition of Dependent**

When dependent coverage is included in the Certificate of Coverage, the definition of Dependent will not include a Domestic Partner. The state of Idaho does not recognize a Domestic Partner as a Dependent eligible for Dependent Life or Accidental Death and Dismemberment Insurance.

#### Incontestability

The Incontestability provision as contained in the section entitled CERTIFICATE GENERAL PROVISIONS is hereby changed to read as follows:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for one year from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been force prior to the contest for a period of one year during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

#### **MONTANA**

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

**Conformity with Montana Statutes:** For Montana residents, the provisions of this Policy are intended to conform to the minimum requirements of Montana law. If any provision of the Policy conflicts with any Montana statutes, the provision will be deemed to conform to the minimum requirements of the Montana law.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section it is hereby deleted in its entirety.

#### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage, the definition of a Dependent Child shall include a child placed for adoption.

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, the definition of a Domestic Partner will be expanded to include a person of the opposite or same sex.

UHCLD-CERT-LA 2/2008

#### **NEW HAMPSHIRE**

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

#### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate of Coverage is modified to include the following:

Failure to furnish such proof of claim within the Certificate of Coverage stated time limit will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as it was reasonably possible.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the Certificate of Coverage GENERAL PROVISIONS section it is hereby deleted in its entirety.

#### **NORTH CAROLINA**

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

#### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate is modified as follows:

Written proof of claim must be filed within 180 days of the loss. However, if it is not possible to give proof within 180 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

#### Occupational Injury or Sickness Exclusion

Any exclusion that applies to an Occupational Injury or Sickness is hereby replaced by the following:

An Occupational Injury or Sickness for treatments which are paid under the North Carolina Worker's Compensation Act only to extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

#### **NORTH DAKOTA**

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

**10 Day Right to Examine Certificate**: There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to Us within 10 days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all premium paid. Any claims paid during the initial 10 day period will be deducted from the refund.

UHCLD-CERT-LA 2/2008

#### **OKLAHOMA**

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

Certificates delivered to residents of state of Oklahoma are subject to Oklahoma laws.

#### **Dependent Child Definition**

The term "Child" includes a natural child, legally adopted child, stepchild, foster child or any child who is under the custody of the Covered Person

#### Incontestability

The Incontestability provision shown in the Certificate GENERAL PROVISIONS section is replaced by the following:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

#### **TEXAS**

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

#### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call UnitedHealthcare Insurance Company's toll-free telephone number for information or to make a complaint at

1-888-299-2070

You may also write to UnitedHealthcare Insurance Company at:

UnitedHealthcare Insurance Company Administrative Offices 9900 Bren Road East Minnetonka, MN 55343

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, TX 78714-9104 FAX #(512) 475-1771

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Form No. ACN-TX-MP (8/95)

#### **AVISO IMPORTANTE**

Para obtener información or para someter una queja:

Usted puede llamar al numero de telefono gratis de UnitedHealthcare Insurance Company's para información o para someter una queja al

1-888-299-2070

Usted también puede escribir a UnitedHealthcare Insurance Company's:

UnitedHealthcare Insurance Company Administrative Offices 9900 Bren Road East Minnetonka, MN 55343

Puede comunicarse con el Departamento de Seguro de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al 800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104 Austin, TX 78714-9104 FAX #(512)475-1771

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### **ADJUNTAR ESTE AVISO A SU POLIZA:**

Esto aviso es solo para propositio de informacion y no se convierte en parte o condición del documento adjunto.

#### **TEXAS** (continued)

#### Incontestability

The Incontestability provision under the CERTIFICATE GENERAL PROVISIONS section, is amended to remove the phrase "or fraudulent misrepresentations" from the first sentence.

#### WASHINGTON

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

#### **Accidental Death and Dismemberment Benefit**

The first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON section is replaced by the following:

The Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 365 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

When dependent Accidental Death and Dismemberment coverage is included in the Certificate of Coverage, the first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED DEPENDENT section is replaced by the following:

The Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

- 1. Injury occurred while the insurance was in force under this section;
- 2. loss occurred within 365 days after the Injury; and
- 3. loss was due to Injury independent of all other causes.

## **UnitedHealthcare Insurance Company Notice of Privacy Policy and Practices**

#### **Purpose of this Notice**

UnitedHealthcare Insurance Company respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This Notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former members.

#### Types of Personal Information We Collect

We collect a variety of personal information to administer a member's life or health coverage. Some of this information is provided by members in enrollment forms, surveys and correspondence (such as address, Social Security number, and dependent information). We also receive personal information (such as eligibility and claims information) through transactions with our affiliates and members, employers, insurance agents, other insurers, and health care providers. We retain this information after a member's coverage ends. We limit the collection of personal information to that which is necessary to administer our business, provide quality service and meet regulatory requirements.

#### **How We Protect Personal Information**

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide our products or services to members (for example, our claims processors and care coordinators). These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable law. We meet strict physical, electronic and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

#### **Disclosure of Personal Information**

We may share any of the personal information we collect (as described above) with our affiliates as permitted by law. We may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our attorneys, accountants and auditors, a member's authorized representative, health care providers, third party administrators, insurance agents and brokers, other insurers, consumer reporting agencies, and law enforcement or regulatory authorities. We may also disclose any of the personal information we collect (as described above) to companies that perform marketing services on our behalf or to other companies with whom we have joint marketing or disease management agreements. We do not disclose personal information to any other third parties without a member's request or authorization.

#### Individual Rights to Access and Correct Personal Information

We have procedures for a member to access the personal information we collect, and other than information we collect in connection with, or in anticipation of, a lawsuit or legal claim, we will make this information available to the member upon written request. Our goal is to keep our member information up-to-date and to correct inaccurate information. We have procedures in place to ensure the integrity of our information and for the timely correction of incorrect information. If you believe that any personal information we have about you is not accurate, please let us know by contacting our Compliance Officer at UnitedHealthcare Specialty Benefits, Mail Route MN017-E800, 9900 Bren Road East, Minnetonka, MN 55343

#### **Further Information**

We may amend our privacy policy from time to time. In accordance with applicable law, we will send our current customers a Notice describing our privacy policy and practices at least once a year. It will also be available upon request. This Notice is provided on behalf of the following UnitedHealthcare Insurance Company affiliates:

For purposes of this Notice of Privacy Practices, "we" or "us" refers to the following UnitedHealthcare entities: All Savers Insurance Company; AmeriChoice of New Jersey, Inc.; AmeriChoice of New York, Inc.; AmeriChoice of Pennsylvania, Inc.; Arizona Physicians IPA, Inc.; Dental Benefit Providers of California, Inc.; Dental Benefit Providers of Illinois, Inc.; Dental Benefit Providers of Maryland, Inc.; Dental Benefit Providers of New Jersey, Inc.; Evercare of Arizona, Inc.; Evercare of Texas, L.L.C.; Fidelity Insurance Company; Golden Rule Insurance Company; Great Lakes Health Plan, Inc.; MAMSI Life and Health Insurance Company; MD-Individual Practice Association, Inc.; Midwest Security Life Insurance Company; Optimum Choice, Inc.; Optimum Choice of the Carolinas, Inc.; Rooney Life Insurance Company; Spectera, Inc.; Spectera Eyecare of North Carolina, Inc.; Spectera Vision, Inc.; Spectera Vision Services of California, Inc.; Unimerica Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York: United Behavioral Health: UnitedHealthcare of Alabama. Inc.; UnitedHealthcare of Arizona, Inc.; UnitedHealthcare of Arkansas, Inc.; UnitedHealthcare of Colorado, Inc.; UnitedHealthcare of Florida, Inc.; UnitedHealthcare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; UnitedHealthcare of Kentucky, Ltd.; UnitedHealthcare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; UnitedHealthcare of the Midlands, Inc.; UnitedHealthcare of the Midwest, Inc.: UnitedHealthcare of Mississippi, Inc.: UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; UnitedHealthcare of Ohio, Inc.; UnitedHealthcare of Tennessee, Inc.; UnitedHealthcare of Texas, Inc.; UnitedHealthcare of Utah; UnitedHealthcare of Wisconsin, Inc.; UnitedHealthcare Insurance Company; UnitedHealthcare Insurance Company of Illinois; UnitedHealthcare Insurance Company of New York; UnitedHealthcare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.