NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

  Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

  The basic coverage protections provided by the Association are as follows.

  - **Life Insurance, Annuities and Structured Settlement Annuities**

    For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

    - Life Insurance

      80% of death benefits but not to exceed $300,000
      80% of cash surrender or withdrawal values but not to exceed $100,000

    - Annuities and Structured Settlement Annuities

      80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000

    The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

  - **Health Insurance**

    The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
PO Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

CALIFORNIA NOTICE OF COMPLAINT PROCEDURE

Should any dispute arise about your premium or about a claim that you have filed, write to the company that issued the group policy at:

Standard Insurance Company
PO Box 711
Portland, OR 97207
(971) 321-7000

If the problem is not resolved, you may also write to the State of California at:

Department of Insurance
Consumer Services Division
300 S. Spring Street, 11th FL
Los Angeles, CA 90013
1-800-927-HELP (4357)

This notice of complaint procedure is for information only and does not become a part or condition of this group policy/certificate.

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon
(503) 321-7000

GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

AND SUMMARY PLAN DESCRIPTION

Policyholder:	Orange County Employees Association Health and Welfare Trust
Group Policy Number:	762040-C
Group Policy Effective Date:	January 1, 2024
State of Issue:	California

The Group Policy has been issued to the Policyholder. We certify that you will be insured as provided by the terms of the Group Policy. If your insurance is changed by an amendment to the Group Policy, we will provide the Policyholder or Employer with a revised Certificate and Summary Plan Description or other notice that will be available to you.

Possession of this Certificate and Summary Plan Description does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate and Summary Plan Description.

"You" and "your" mean the Member. "We", "us" and "our" mean Standard Insurance Company. Other defined terms appear with the initial letters capitalized. Section and provision headings, and references to them, appear in boldface type.

Your Certificate describes the insurance under the Group Policy. Please read your Certificate carefully.

YOU HAVE THE RIGHT TO REVIEW THIS CERTIFICATE AND RETURN IT WITHIN 30 DAYS FOR A FULL PREMIUM REFUND.

THIS POLICY IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENTS FOR COVERAGE BY WORKMENS' COMPENSATION INSURANCE.

THIS CERTIFICATE IS ISSUED UNDER A LIMITED BENEFIT POLICY THAT PROVIDES HOSPITAL INDEMNITY BENEFITS. 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 DOES NOT PROVIDE COVERAGE FOR HOSPITAL, SURGICAL OR MAJOR MEDICAL EXPENSES.

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

STANDARD INSURANCE COMPANY
By

President and CEO

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INDEX OF DEFINED TERMS

COVERAGE FEATURES

Employer(s)

Orange County Employees Association Health and Welfare Trust

Member

You are a Member if you are all of the following:

- An active employee in a regular or limited term position who is regularly scheduled to work at least 20 hours each week and for whom Orange County Employees Association receives a health and welfare contribution from Orange County.
- An active staff member of Orange County Employees Association who is regularly scheduled to work at least 20 hours each week and who has met the probationary period stipulated by Orange County Employees Assocation.
- An active Orange County Employees Association member who is a dues paying member and working for a Health and welfare employer, regularly working at least 20 hours each week.
- A citizen or resident of the United States.

You are not a Member if you are:

- A temporary or seasonal employee.
- A full time member of the armed forces of any country.
- A leased employee.
- An independent contractor.
- An extra help employee.

Class(es)

All Members

Eligibility Waiting Period

If you are a Member on the Group Policy Effective Date, you are eligible on that date.

If you become a Member after the Group Policy Effective Date, you are eligible on the date you become a Member.

Premium Contributions

For you and your Dependents:	Contributory

Contributory means you pay all or part of the premium for insurance.

Table Of Hospital Indemnity Insurance Amounts

All benefits are based on a per day schedule.

Hospitalization Benefits

Daily Critical Care Unit Confinement Benefit	$150 per day
Daily Hospital Confinement Benefit	$150 per day
Hospital Admission Benefit	$2,000 per day

Additional Benefits

Health Maintenance Screening Benefit	$50 per day

Additional Features

Reinstatement

Continuity of Coverage

Waiver of Premium

Continuation of Insurance (Portability) for the Member

ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Group Hospital Indemnity Insurance
Name, Address of Plan Sponsor:	Orange County Employees Association Health and Welfare Trust 830 Ross Street Santa Ana, California 92701
Plan Sponsor Tax ID Number:	33-0660405
Plan Number:	501
Type of Plan:	Group Insurance Plan
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	Plan Sponsor (714) 835-3333
Name, Address of Registered Agent for Service of Legal Process:	Orange County Employees Association Health and Welfare Trust
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Standard Insurance Company 900 SW Fifth Avenue Portland, Oregon
Sources of Contributions:	Member
Funding Medium:	Standard Insurance Company - Fully Insured
Plan Fiscal Year End:	December 31

ELIGIBILITY AND ENROLLMENT

Becoming Insured

To become insured you must:

- Be a Member.
- Complete your Eligibility Waiting Period.
- Meet the requirements shown in **When Your Insurance Becomes Effective** and **Active Work Requirement**.

When Your Insurance Becomes Effective

The **Coverage Features** states whether insurance is Contributory or Noncontributory. Subject to the **Active Work Requirement**, your insurance becomes effective as follows:

Contributory Insurance

You must apply in writing for Contributory insurance and agree to pay premiums. Contributory insurance becomes effective on:

- The date you become eligible if you apply on or before that date.
- The date you apply if you apply within 31 day(s) after you become eligible.
- The beginning of the next plan year following the Annual Enrollment Period if you apply during the Annual Enrollment Period.
- If you have a Family Status Change the later of:
  - The date of the Family Status Change if you apply on or before the date of the Family Status Change.
  - The date you apply if you apply within 31 day(s) of the Family Status Change.
  - The beginning of the next plan year following the Annual Enrollment Period if you apply for the Family Status Change during the Annual Enrollment Period.

Annual Enrollment Period means the period designated each year by your Employer when you may apply for insurance or change insurance elections.

Changes in Your Insurance

You may apply in writing for any increase in your insurance.

Subject to the **Active Work Requirement**, increases in your insurance becomes effective as follows:

Increases become effective on the latest of:

- The date you apply for the increase.
- The beginning of the next plan year following the Annual Enrollment Period during which you apply for the increase.
- The date of your Family Status Change.

Decreases in insurance amounts becomes effective on:

- The beginning of the next plan year following the Annual Enrollment Period during which you requested the decrease.
- The first day of the calendar month coinciding with or next following the date the Policyholder or Employer receives your written request for the decrease.

Active Work Requirement

If you are incapable of Active Work because of Sickness, Injury or Pregnancy on the day before the scheduled effective date of your insurance under the Group Policy, such insurance will not become effective until the day after you complete 1 full day(s) of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business.

You will also meet the **Active Work Requirement** if you meet all of the requirements shown below:

- You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day.
- You were Actively At Work on your last scheduled work day before the date of your absence.
- You were capable of Active Work on the day before the scheduled effective date of your insurance.

When Your Insurance Ends

Insurance ends automatically on the earliest of the following:

- For Contributory insurance, the date you notify your Policyholder or your Employer in writing that coverage is to be terminated.
- The date the last period ends for which the premium was paid for your insurance.
- The date the Group Policy terminates unless you continue your insurance under the **Continuation of Insurance (Portability) for the Member** provision.
- The first day of the calendar month following the date your employment terminates unless you continue your insurance under the **Continuation of Insurance (Portability) for the Member** provision.
- The date you cease to be a Member. However, if you cease to be a Member because you are not working the required minimum number of hours, your insurance will be continued with payment of premium:
  - During the first 60 day(s) of a temporary or indefinite administrative leave of absence or sick leave.
  - During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than 60 day(s).
  - During a leave of absence which is required by the federal or a state-mandated family or medical leave act or law.

CHILD INSURANCE

Eligibility for Child Insurance

You become eligible to insure your Child(ren) on the later of:

- The date you become eligible for insurance if you have a Child on that date.
- The date you first acquire a Child, if you are insured on that date.

A Member may not be insured as both a Member and a Child. A Child may not be insured by more than one Member.

When Child Insurance Becomes Effective

The **Coverage Features** states whether your Child insurance is Contributory or Noncontributory. You must apply in writing for Contributory Child insurance and agree to pay premiums.

Contributory Child insurance becomes effective the latest of:

- The date your insurance becomes effective if you apply on or before that date to insure your Child.

- The date you apply to insure your Child.
- The beginning of the next plan year following the Annual Enrollment Period if you apply during the Annual Enrollment Period.
- If you have a Family Status Change the later of:
  - The date of the Family Status Change if you apply on or before the date of the Family Status Change.
  - The date you apply if you apply within 31 day(s) of the Family Status Change.
  - The beginning of the next plan year following the Annual Enrollment Period if you apply for the Family Status Change during the Annual Enrollment Period.

For Contributory Child insurance, if you do not have Child insurance at the time you acquire a newborn or adopted or foster Child, that Child is automatically insured for 31 days from the moment of birth or placement, for a Loss resulting from Sickness or an Injury. However, you must apply in writing and pay premium back to the date of birth or placement within 31 days for Child insurance to continue. If your application is received after that 31 days, your automatic Child insurance under this provision ends on the first day after the 31 day period. This provision does not apply to you if you have an existing Child and you previously declined to enroll in Child insurance.

Changes in Child Insurance

You may apply in writing for any increase in your Child insurance.

Increases in your Child insurance become effective on the date of your insurance increase.

A decrease in your Child insurance because of a decrease in your insurance becomes effective on the date of your insurance decrease.

When Child Insurance Ends

Your insurance for a Child ends automatically on the earliest of:

- The date your insurance ends unless the Child insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.
- The date Child insurance terminates under the Group Policy unless the Child insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.
- The date a Child ceases to meet the definition of Child.
- The date the last period ends for which the premium was paid for your Child insurance.
- The date the Group Policy terminates unless Child insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.

SPOUSE INSURANCE

Eligibility for Spouse Insurance

You become eligible to insure your Spouse on the later of:

- The date you become eligible for insurance if you have a Spouse on that date.
- The date you acquire a Spouse if you are insured on that date.

To become insured your Spouse must be gainfully employed or capable of performing the material duties of an occupation. A Member may not be insured as both a Member and a Spouse.

When Spouse Insurance Becomes Effective

The **Coverage Features** states whether your Spouse insurance is Contributory or Noncontributory. You must apply in writing for Contributory Spouse insurance and agree to pay premiums. Subject to your Spouse being gainfully employed or capable of performing the material duties of an occupation, your Spouse insurance becomes effective as follows:

Contributory Spouse Insurance becomes effective on the later of:

- The date your insurance becomes effective if you apply on or before that date to insure your Spouse.
- The date you apply to insure your Spouse.
- The beginning of the next plan year following the Annual Enrollment Period if you apply during the Annual Enrollment Period.
- If you have a Family Status Change the later of:
  - The date of the Family Status Change if you apply on or before the date of the Family Status Change.
  - The date you apply if you apply within 31 day(s) of a Family Status change.
  - The beginning of the next plan year following the Annual Enrollment Period if you apply for the Family Status Change during the Annual Enrollment Period.

Changes in Spouse Insurance

You may apply in writing for any increase in your Spouse insurance. Subject to your Spouse being gainfully employed or capable of performing the material duties of an occupation, increases in your Spouse insurance becomes effective as follows:

Increases in your Spouse insurance become effective on the date of your insurance increase.

A decrease in your Spouse insurance because of a decrease in your insurance becomes effective on the date of your insurance decrease.

When Spouse Insurance Ends

Your insurance for a Spouse ends automatically on the earliest of:

- The date your insurance ends unless Spouse insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.
- The date Spouse insurance terminates under the Group Policy unless Spouse insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.
- The date a Spouse ceases to meet the definition of Spouse.
- The date the last period ends for which the premium was paid for your Spouse insurance.
- The date the Group Policy terminates, or the date your Employer's coverage under the Group Policy terminates unless Spouse insurance is continued under the **Continuation of Insurance (Portability) for the Member** provision.

HOSPITAL INDEMNITY BENEFITS

Insuring Clause

If you or your Dependent incur a Loss or meet the requirements for the Health Maintenance Screening Benefit while insured under the Group Policy, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss.

Hospitalization Benefits

Daily Critical Care Unit Confinement Benefit

We will pay a Daily Critical Care Confinement Unit Benefit for the days you or your Dependent meet the following requirements:

- Confined to a Critical Care Unit of a Hospital due to a Sickness.
- For an Injury, Confinement in a Critical Care Unit occurs within 90 days of the Injury.

We will pay a Daily Critical Care Unit Confinement Benefit for up to 15 days per Confinement per insured person.

If you or your Dependent become Confined to a Critical Care Unit within 30 days for the same or related Loss, we will treat the period of Confinement as a continuation of the prior Confinement, although no benefits will be payable for any period of non-Confinement. If more than 30 days have passed between periods of Confinement for the same or related Loss, the subsequent Confinement will be treated as a separate period.

Only one Daily Critical Care Unit Confinement Benefit is payable at a time, even if Confinement is caused by more than one Loss.

Daily Hospital Confinement Benefit

We will pay a Daily Hospital Confinement Benefit for the days you or your Dependent meet the following requirements:

- Confined to a Hospital due to a Sickness.
- For an Injury, Confinement occurs within 90 days of the Injury.

We will pay a Daily Hospital Confinement Benefit for up to 15 days per Confinement per insured person.

If you or your Dependent become Confined to a Hospital within 30 days for the same or related Loss, we will treat the period of Confinement as a continuation of the prior Confinement, although no benefits will be payable for any period of non-Confinement. If more than 30 days have passed between periods of Confinement for the same or related Loss, the subsequent Confinement will be treated as a separate period.

Only one Daily Hospital Confinement Benefit is payable at a time, even if Confinement is caused by more than one Loss.

Hospital Admission Benefit

We will pay a Hospital Admission Benefit if you or your Dependent meet the following requirements:

- Admitted by a Physician to a Hospital due to a Loss.
- For an Injury, Admission occurs within 90 days of the Injury.

We will pay a Hospital Admission Benefit for the day of Admission. We will pay a Hospital Admission Benefit for up to 1 day(s) per insured person per Calendar Year.

If you or your Dependent are Admitted to a Hospital within 30 days of a previous Admission for the same or related Loss, we will not pay another Hospital Admission Benefit.

Additional Benefits

Health Maintenance Screening Benefit

We will pay a Health Maintenance Screening Benefit if you or your Dependent meet the following requirements:

- A Health Maintenance Screening Procedure is performed.

Health Maintenance Screening Procedures are limited to the following:

- Abdominal aortic aneurysm ultrasound.

- Ankle Brachial Index (ABI) screening for peripheral vascular disease.
- Biopsies for cancer.
- Bone density screening.
- Breast ultrasound.
- Cancer antigen 125 blood test for ovarian cancer (CA 125).
- Cancer antigen 15-3 test for breast cancer (CA 15-3).
- Carcinoembryonic antigen blood test for colon cancer (CEA).
- Colonoscopy.
- Complete Blood Count (CBC).
- Comprehensive Metabolic Panel (CMP).
- Electrocardiogram (EKG).
- Hemocult stool analysis.
- Hemoglobin AIC.
- Human Papillomavirus (HPV) vaccination.
- Lipid panel.
- Mammography.
- Pap smears or thin prep pap test.
- Prostate specific antigen (PSA) test.
- Stress test on a bicycle or treadmill.
- Generally medically accepted cancer screening tests.
- Mental health assessments, including but not limited to, PHQ-9, Beck's Depression Inventory, Hamilton's Depression Rating Scale.
- Novel infectious disease testing, including testing for antibodies related to novel infectious diseases.

We will pay a Health Screening Maintenance Benefit 1 day(s) per insured person per Calendar Year.

EXCLUSIONS AND LIMITATIONS

Exclusions

Benefits are not payable if an Injury or Sickness is proximately caused by any of the following:

- War or act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
- Attempted suicide or other intentionally self-inflicted injury, while sane or insane.
- Committing or attempting to commit a felony or being engaged in an illegal occupation.
- Alcoholism, drug abuse, misuse of alcohol or any other substance, the voluntary use or consumption of any drug or alcohol in excess of the legal limit in the state in which the Injury occurred, or taking of drugs unless used or consumed according to the directions of a Health Care Provider.
- Travel or flight in or on any aircraft; except:
    - As a fare-paying passenger on a regularly scheduled commercial flight.

- As a passenger or pilot in the Policyholder's or Employer's aircraft while flying on the Policyholder's or Employer's business provided:
    - The aircraft has a valid U.S. airworthiness certificate (or foreign equivalent).
    - The pilot has a valid pilot's certificate with a non-student rating authorizing him or her to fly the aircraft.
- Dental care or dental procedures, unless treatment is the result of an Injury.
- Routine newborn nursing or well-baby care.
- Hospital Confinement of a newborn Child following the Child's birth unless the Confinement is as a result of an Injury or Sickness.
- Riding in or driving any automobile in a race, stunt show, or speed test.
- Cosmetic surgery. Cosmetic surgery means surgery that is performed to alter or reshape normal structures of the body in order to improve your or your Dependent's appearance. Cosmetic surgery does not include reconstructive surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease to do either of the following: (a) to improve function; (b) to create a normal appearance to the extent possible; (c) to restore or achieve symmetry.
- Any Injury or Sickness which occurs while you or your Dependent is incarcerated in a jail, penal or correctional institution.

ADDITIONAL FEATURES

Reinstatement

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

- If your insurance ends because you cease to be a Member and if you become a Member again within 90 day(s) the Eligibility Waiting Period will be waived.
- If your insurance ends because you fail to make the required premium contribution, you and your Dependent must provide Evidence Of Insurability to become insured again.
- If you ceased to be a Member under the Group Policy and continued insurance under the **Continuation of Insurance (Portability) for the Member** provision and you become a Member again within 90 day(s), your insurance will be for the coverage and amount which you continued under the **Continuation of Insurance (Portability) for the Member** provision the day before you become a new Member.

In no event will insurance be retroactive.

Continuity of Coverage

Waiver of **Active Work Requirement**

If you were insured under the Prior Plan on the day before the effective date of the Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without meeting the **Active Work Requirement**. See the **Active Work Requirement**.

Waiver of Premium

Your insurance will continue without payment of premiums if you are Confined in a Hospital for 30 or more consecutive days.

We will waive payment of premium for your insurance from the 31st day of your Confinement until the last day of the month of your Confinement.

Continuation of Insurance (Portability) for the Member

Eligibility for the Member

You are eligible to continue your or your Dependent's insurance on the date one of the following events occurs:

- Your employment terminates with your Employer.
- The Group Policy terminates.
- Your insurance ends because you are no longer a Member.

You are not eligible to continue insurance under this provision if:

- You are disabled.
- You are age 80 or older.

Application, Amount of Insurance, and Premium Payment

You must apply in writing and pay the first premium to us within 31 days after the date you become eligible. Your and your Dependent's continued insurance will be the same insurance provided under the Group Policy on the day before you become eligible under this **Continuation of Insurance (Portability) for the Member**. You may decrease the insurance, but cannot increase the insurance.

You will be directly billed for all premiums due if you have applied for and been approved for continuation of insurance under this provision. If premium is not paid on or before the Premium Due Date stated below it may be paid during the Grace Period as stated below. Your or your Dependent's insurance will remain in force during the Grace Period. You are liable for premium for insurance during the Grace Period.

The Premium Due Date is the first day of each calendar month.

The Grace Period is 60 days from the Premium Due Date.

When Insurance Ends

Insurance continued under this provision ends automatically on the earliest of:

- The date the last period ends for which you made the premium payment.
- The date you die.
- The date you become a full-time member of the armed forces of any country.
- With respect to your Child's insurance, the date the Child ceases to meet the definition of Child.
- The date you reach age 80.
- The date you are sentenced by a court for any reason to a penal or correctional institution.
- With respect to your Spouse's insurance, the date the Spouse ceases to meet the definition of Spouse.
- With respect to coverage for your Dependent, the date your Dependent is sentenced by a court for any reason to a penal or correctional institution.
- The date you become insured again as a Member under the Group Policy.

Once insurance continued under this provision ends it cannot be reinstated. Except as provided above, insurance continued under this provision is subject to all other terms of the Group Policy.

CLAIMS AND BENEFIT PAYMENT

Notice of Claim

Written notice of claim must be provided to us within 60 days after the date you or your Dependent incur a Loss or meet the requirements for Additional Benefits, or as soon thereafter as reasonably possible.

Filing a Claim

Claims should be filed on our form upon receipt of written notice of claim. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us. The letter should include the nature and extent benefits are claimed as required in the **Proof Of Loss** provision. Subject to the time period in the **Notice of Claim** provision, such letter will constitute notice.

Time Limits on Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of meeting the requirements for a Hospital Indemnity Benefit. If that is not possible, it must be meeting the requirements for a Hospital Indemnity Benefit. Failure to provide such proof within the required time limits shall not invalidate or reduce any claim if the Proof Of Loss is provided as soon as reasonably possible, but not later than one year after that 90 day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

Proof Of Loss

Proof Of Loss means written proof regarding the occurrence, the character, and the extent of a Loss:

- For which the Group Policy provides benefits.
- Which is not subject to any exclusions or limitations.
- Which meets all other conditions for benefits.

Proof Of Loss must be in writing and must be provided at the expense of the claimant. No benefits will be paid until we receive Proof Of Loss.

Investigation of Claim

During the pendency of a claim, we reserve the right and opportunity to examine the person of any individual whose Loss is the basis of claim when, and as often as reasonably required. In case of death, at our expense, we have the right and opportunity to request an autopsy, except where prohibited by law.

Notice of Decision on Claim

We will evaluate a claim for benefits promptly after we receive it. Within 60 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 60 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension and (b) when we expect to decide the claim.

If we deny any part of the claim, we will send the claimant a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- A description of any additional information needed to support the claim.
- Information concerning the claimant's right to a review of our decision.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA if the claim is denied on review.

Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial of the claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension and (b) when we expect to decide the claim on review.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

- The reasons for our decision.
- Reference to the parts of the Group Policy on which our decision is based.
- Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.
- Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

The Group Policy does not provide voluntary alternative dispute resolution options. However, you may contact your local U.S. Department of Labor Office and your State insurance regulatory agency for assistance.

Time of Payment

We will pay benefits immediately after Proof Of Loss is satisfied.

Payment of Benefits

Benefits will be paid to you. Any benefits remaining unpaid at your death will be paid as shown below:

Benefits will be paid in equal shares to the first surviving class of the classes below.

- Your Spouse.
- Your children. If any of the children are minors, at our option we may pay up to a $1,000 benefit to your relative (by blood or marriage) who is providing care and support to the minor. If we make a payment in good faith, we will be fully discharged to the extent of that payment.
- Your parents.
- Your brothers and sisters.
- Your estate.

Reimbursement

We reserve the right to recovery any benefits that you or your Dependent, a claimant or a beneficiary were paid but not entitled to under the terms of the Group Policy, state, or federal law.

You or your Dependent, or a claimant or beneficiary must reimburse us in full immediately.

Unpaid Premium

Any unpaid premium due for your or your Dependent's Hospital Indemnity Insurance under the Group Policy may be recovered by us. Any Hospital Indemnity Benefits payable to you, a claimant, a beneficiary or legal representative will be applied to reduce the amount of any unpaid premiums prior to paying you or your Dependent, a claimant, a beneficiary or a legal representative.

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy may not be assigned.

Time Limits on Legal Actions

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought after the expiration of three years after the date Proof Of Loss is required to be given.

Incontestability of Insurance

Any statement made to obtain insurance or to increase insurance is a representation and not a warranty. After insurance has been in effect for three years during the lifetime of the insured, we will not use a misstatement made in an application by you to reduce or deny the claim unless it was a fraudulent misrepresentation.

Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

- Cause a person to become insured.
- Invalidate insurance under the Group Policy otherwise validly in force.
- Continue insurance under the Group Policy otherwise validly terminated.

Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent. Individuals selected by the Policyholder or by any Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them, and do not represent or act on behalf of us. The Policyholder and your Employer have no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.

Misstatement of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on the following:

- The amount of insurance based on the correct age.
- The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

DEFINITIONS

Admitted or Admission

A stay at a Hospital or Critical Care Unit for at least 20 consecutive hours for examination by a Physician for diagnosis or treatment of a Loss.

Ambulatory Surgical Center

A licensed facility that is mainly engaged in performing Outpatient surgery. An Ambulatory Surgical Center must:

- Be staffed by Physicians and nurses under the supervision of a Physician.
- Have permanent operating and recovery rooms.
- Be capable of administering anesthesia by a licensed anesthesiologist or licensed nurse anesthetist.
- Be staffed and equipped to give emergency care.
- Have written back-up arrangements with a local Hospital for emergency care.

Calendar Year

The period from January 1 through December 31 of the same year.

Child or Children

Child or Children means one of the following:

- Your child from live birth until age 26.
- Your adopted child or a child placed with you for adoption until age 26.
- The child of your Spouse and your stepchild, foster child, dependent grandchild until age 26.
- A child living in your home for whom you are the court appointed legal guardian until age 26.
- Your child, and the child of your Spouse and stepchild, foster child, dependent grandchild, who is continuously incapable of self-sustaining employment because of mental or physical handicap; and chiefly dependent upon you for support and maintenance or institutionalized because of mental or physical handicap.

Confinement or Confined

You or your Dependent are admitted to a Hospital as an Inpatient for diagnosis and treatment of a Loss for a period of no less than 20 consecutive hours the first day and overnight for subsequent days. Hours spent in an Emergency Room immediately prior to being Admitted to a Hospital will count toward the required 20 consecutive hours.

Critical Care Unit (CCU)

Critical Care Unit (CCU) means a specified area within a Hospital that is restricted to patients who are critically ill or injured and require intensive comprehensive observation and care. This area must:

- Be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement.
- Be permanently equipped with special lifesaving equipment for the care of the critically ill or injured.
- Be under close observation by a specially trained nursing staff assigned exclusively to the unit on a 24-hour basis.
- Have a Physician assigned on a full-time basis.

Dependent(s)

Your Spouse or Child.

Eligibility Waiting Period

The period you must be a Member before you become eligible for insurance. Your Eligibility Waiting Period is shown in the **Coverage Features.**

Emergency Room

A specified area within a Hospital that is staffed and equipped for emergency patient care. This area must:

- Be supervised with treatment provided by Physicians.
- Provide care seven days per week, 24 hours per day.

Employer

An employer (including approved affiliates and subsidiaries) for which coverage under the Group Policy is approved in writing by us.

Evidence Of Insurability

You or your Dependent must:

- Complete and sign our medical history statement.
- If required by us, sign our form authorizing us to obtain information about the applicant's health.
- Undergo a physical examination, if required by us, which may include blood testing.
- Provide any additional information about the applicant's insurability that we may reasonably require.

Family Status Change

Family Status Change means any of the following events:

- Your marriage or divorce or dissolution of your Civil Union or Domestic Partner relationship.
- The birth of your Child.
- The adoption of a Child by you.
- The death of your Dependent.
- The commencement or termination of your Spouse's employment.
- A change in employment from full-time to part-time by your Spouse.
- The loss of hospital indemnity insurance through your Spouse’s employment.

Group Policy

The group hospital indemnity insurance policy issued by us to the Policyholder and identified by the Group Policy Number, the Policyholder's attached application, group hospital indemnity insurance certificates with the same Group Policy Number, and any amendments to the policy or certificates.

Health Service Facility or Health Service Facilities

Health Service Facility or Facilities means one of the following:

- A Rehabilitation Facility.
- A nursing or convalescent home.
- A long term nursing unit or geriatrics ward.
- A Skilled Nursing Facility.
- An Ambulatory Surgical Center.
- An Urgent Care Facility.
- An assisted living facility.
- A hospice care facility.

- Physician's office or clinic.

Hospital

A legally operated facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Hospital does not include Health Service Facilities.

Injury or Injuries

Damage inflicted on your or your Dependent's body by an external force that occurs after you or your Dependent are insured under the Group Policy.

Inpatient

A person who has been Admitted to a Hospital or Critical Care Unit and is a registered bed patient and for which a charge is incurred for room and board or observation.

Loss

An Injury or Sickness that is not excluded by name or specific description. Injuries must occur after insurance becomes effective.

Outpatient

A treatment in a Hospital or other Health Service Facility for which a stay is not required and no charge is incurred for room and board or observation.

Physician

An individual who is a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your Spouse, the brother, sister, parent or child of either you or your Spouse.

Pregnancy

Your or your Spouse's pregnancy, childbirth, or related medical conditions, including complications of pregnancy. Pregnancy is treated as a Sickness under the Group Policy.

Prior Plan

A hospital indemnity insurance plan which is replaced by coverage under the Group Policy and which is the Policyholder's group hospital indemnity insurance plan in effect on the day before the effective date of the Group Policy.

Rehabilitation Facility

A licensed facility that provides skilled care, intermediate care, intermingled care, custodial care or rehabilitation care services on an Inpatient basis as an alternative to a Hospital. Rehabilitation care services consist of the combined use of medical, social, education, and vocational services to enable a patient disabled by an Injury or Sickness to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of Physicians. A Rehabilitation Facility does not include:

- A nursing or convalescent home.
- A Skilled Nursing Facility.
- A rest home for the aged.
- A hospice care facility.
- An assisted living facility.
- Chemical dependency treatment facility.
- Mental health treatment facility.

Sickness

Your or your Dependent's sickness, illness, or disease.

Skilled Nursing Facility

An Inpatient healthcare facility with the staff and equipment to provide skilled care, rehabilitation and other related health services to patients who need nursing care, but do not require a stay in a Hospital.

Spouse

Spouse means:

- A person to whom you are legally married.
- A person who is party to a Civil Union with you. Civil Union means a civil union established according to applicable law.
- Your Domestic Partner. Domestic Partner means an individual with whom you have established a domestic partnership in accordance with the laws or regulations of a jurisdiction that recognizes domestic partnerships; or an individual you have identified as a domestic partner under your Employer's domestic partnership policy, if applicable.

Spouse does not include a full-time member of the armed forces of any country.

Urgent Care Facility

A health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short term urgent medical care, without an appointment.

ERISA INFORMATION AND NOTICE OF RIGHTS

Statement of Your Rights under ERISA

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA).

Right to Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

Right to Obtain Copies of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

Right to Receive a Copy of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

Right to Review of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

Obligations of Fiduciaries

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

Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Plan and ERISA Questions

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