
# GROUP LONG TERM DISABILITY CERTIFICATE OF COVERAGE

# FOR

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN

**POLICY NUMBER: 301718**

**EFFECTIVE DATE: March 1, 2011**

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

**Unimerica Life Insurance Company**

**(Hereinafter referred to as We, Us or Our)**

**A Stock Company**

**Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427**

**Phone: 1-866-615-8727**

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**Policyholder:** Superior Court of California, County of Kern

**Effective Date:** March 1, 2011

**Policy Number:** 301718

We, 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. 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 1-800-554-5413.

It is signed at Our Home Office of as of the Effective Date shown above.

Timothy F. Ryan, Secretary

Diane D. Souza, President

**Group Long Term Disability**
**Insurance Policy**
**Non-Participating**

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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 active full-time Employees residing in the United States, excluding temporary and seasonal employees

## Description of Class:

Employees are considered full-time if they customarily work: 30 hours per week

## Employee Waiting Period:

An Employee is eligible for insurance on the first day of the month following the date he completes 30 days of continuous employment with the Policyholder

**If the Covered Person's employment ends and the same employer rehires him within one year, We will apply his previous employment in an eligible class toward completing the Waiting Period.**

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

## Covered Person Insurance:

**Benefits:**

**Long Term Disability Benefit:**

**Benefit Percent:** 60% of the Covered Person's Pre-Disability Monthly Earnings. The Covered Person's benefit may be reduced by Other Income Benefits and Disability Earnings. Some Disabilities may not be insured under the Policy.

**Pre-Disability Monthly Earnings** means the average monthly earnings received from the Covered Person's Employer for the 12-month period ending just prior to the date of Disability. Pre-Disability Monthly Earnings do not include commissions, bonuses, overtime pay, and other extra compensation.

**Disability Earnings** means the earnings, which the Covered Person receives while Partially Disabled.

**Fluctuation of Disability Earnings:** If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent 3 months to determine if his claim should continue subject to all other terms and conditions in the Policy.

If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds 80% of his Indexed Pre-Disability Monthly Earnings.

We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy.

**Other Income Benefits: Please see definition on page 8**

**Maximum Monthly Benefit:** $5,000

**Minimum Monthly Benefit:** $100

**Gross Disability Payment** means the payment amount before We subtract Other Income Benefits and Disability Earnings.

**Elimination Period:** 3 months - Benefits begin the day after completion of the Elimination Period.

**Accumulation of Elimination Period:** 15 days

**Elimination Period** means the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability. If the Covered Person returns to work for a period of time not to exceed the Accumulation of Elimination Period and cannot continue, he will not have to begin a new Elimination Period. However, We will count only those days he is Disabled toward satisfying the Elimination Period.

**Maximum Benefit Period:**

| **Age at Disability** | **Maximum Benefit Period** |
|---|---|
| Age 60 or less | 60 Months |
| Age 61 | 48 Months |
| Age 62 | 42 Months |
| Age 63 | 36 Months |
| Age 64 | 30 Months |
| Age 65 | 24 Months |
| Age 66 | 21 Months |
| Age 67 | 18 Months |
| Age 68 | 15 Months |
| 69 and over | 12 Months |

Premium contributions are waived while the Covered Person is receiving Long Term Disability payments.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person's Eligibility:** Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period shown in the Schedule of Benefits, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

1. the Effective Date of the Policy;
2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Policy is changed to include the Employee's class; or
4. the date the Employee enters a class eligible for insurance.

**Effective Date of Covered Person Insurance:** If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

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

The Employee's insurance will be effective at 12:01 A.M. Eastern Standard time as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
    a. the date the Employee is eligible for insurance, regardless of when he applies; or
    b. the date the Employee's application is approved by Us if evidence of insurability is required.

Evidence of insurability is required if an Employee applying for Contributory Insurance:

1. does not apply for insurance within 31 days after the date he first became eligible; or
2. he has previously terminated his insurance while in an eligible class.

**Family and Medical Leave of Absence:** If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

The Covered Person's insurance will continue for up to the greater of:
1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance or a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**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 end of the last pay period 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; or
4. the end of the last pay period during which he ceases to be Actively at Work, unless active work ceases due to a temporary layoff or approved leave of absence. In such case, insurance will not continue beyond the end of the month following the month in which the layoff or leave began. For a leave of absence governed by federal or any applicable state Family Medical Leave of Absence law, insurance will be continued in accordance with the Family and Medical Leave of Absence provision.
5. the date he is no longer Actively at Work due to a labor dispute, including but not limited to a strike, work slow down or lock out.

**WORKING RETURNS LONG TERM DISABILITY INSURANCE FOR COVERED PERSON**

**Disability Provision:**

We will pay the monthly benefit for each month that the Covered Person is continuously Disabled provided the period of Disability begins while covered under the Policy and continues beyond the Elimination Period.

**Disabled or Disability** means Total Disability or Partial Disability as those terms are defined below.

**Elimination Period** means the length of time the Covered Person must be continuously Disabled before a benefit is payable. The Elimination Period begins on the first day of Disability. If the Covered Person returns to work for a period of time not to exceed the Accumulation of Elimination Period and cannot continue, he will not have to begin a new Elimination Period. However, We will count only those days he is Disabled toward satisfying the Elimination Period. The Elimination Period and the Accumulation of Elimination Period are shown in the Schedule of Benefits.

**Totally Disabled or Total Disability** means that during the first 24 months of a period of Disability The Covered Person has a Disability that renders him unable to perform with reasonable continuity the substantial and material acts necessary to pursue his usual occupation in the usual or customary way.

After the first 24 months of a period of Disability and for the duration of his Disability, The Covered Person has a Disability that renders him unable to perform with reasonable continuity the substantial and material acts necessary to pursue his usual occupation in the usual or customary way or to engage with reasonable continuity in another occupation in which he could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, physical and mental capacity.

**Partial Disability** means he is able to:

1. perform with reasonable continuity one or more of the substantial and material acts necessary to pursue his regular occupation in the usual and customary way, but he is unable to perform all of the substantial and material acts or he is unable to perform them for as long as normally required; or
2. perform with reasonable continuity one or more of the substantial and material acts necessary to engage in another occupation which he could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, physical and mental capacity, but he is unable to perform all of the material and substantial acts or he is unable to perform them for as long as normally required.

If the Covered Person is working during the Elimination Period, the days that he is working will count towards satisfying his Elimination Period, provided he meets the Definition of Partially Disabled.

In order to determine Disability, We may require the Covered Person to be examined by Physicians, other medical practitioners or vocational experts of Our choice. We will pay for these examinations.

The Benefit Percent, Elimination Period, Maximum Benefit Period and Maximum Monthly Benefit are shown in the Schedule of Benefits.

**Receipt of Disability Payments:** The Covered Person will begin to receive payments when We approve his claim, provided the Elimination Period has been met and he is Disabled. We will send him a payment each month for any period for which We are liable. If he is Partially/Residually Disabled, proof of Disability Earnings will be required before benefits are paid.

After the Elimination Period, if the Covered Person is Disabled for only part of a month, We will send him 1/30$^{th}$ of his payment for each day of Disability.

**Calculating the Monthly Payment – Total Disability:**

Calculate the Covered Person's monthly payment as follows:

1. Multiply the Covered Person's Pre-Disability Monthly Earnings by the Benefit Percent shown in the Schedule of Benefits.

   **Pre-Disability Monthly Earnings** means the average monthly earnings received from the Covered Person's Employer for the 12-month period ending just prior to the date of Disability. Pre-Disability Monthly Earnings do not include commissions, bonuses, overtime pay, and other extra compensation.

2. Compare the result in Step 1 with the Maximum Monthly Benefit shown in the Schedule of Benefits.

3. The lesser of these two amounts is the Covered Person's monthly Gross Disability Payment

   **Gross Disability Payment** means the payment amount before We subtract Other Income Benefits and Disability Earnings.

   **Disability Earnings** means the earnings, which the Covered Person receives while Partially Disabled.

   **Fluctuation of Disability Earnings:** If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent 3 months to determine if his claim should continue subject to all other terms and conditions in the Policy.

   If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds 80% of his Indexed Pre-Disability Monthly Earnings.

   We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy.

4. Subtract from his monthly Gross Disability Payment all Other Income Benefit amounts. The result is the Covered Person's monthly payment.

   **Other Income Benefits:** Please see definition on pages 8 and 9.

In no event will the Covered Person's monthly payment exceed the Maximum Monthly Benefit shown in the Schedule of Benefits.

**Disability During a Temporary Layoff or Approved Leave of Absence:** If the Covered Person becomes Disabled while he is on a temporary layoff or approved leave of absence, We will calculate his benefit using his Pre-Disability Monthly Earnings from his Employer in effect just prior to the date his absence begins.

**Calculating the Monthly Payment – Partial:**
If the Covered Person is Partially Disabled, calculate his benefit payment as follows:

1. Multiply his Pre-Disability Monthly Earnings by the Benefit Percent shown in the Schedule of Benefits.

   **Pre-Disability Monthly Earnings** means The average monthly earnings received from the Covered Person's Employer for the 12-month period ending just prior to the date of Disability. Pre-Disability Monthly Earnings do not include commissions, bonuses, overtime pay, and

other extra compensation.

2. Compare the result in Step 1 with the Maximum Monthly Benefit Schedule of Benefits.
3. The lesser of these two amounts is the Covered Person's Gross Disability Payment, which is used in the benefit calculation below.

**Gross Disability Payment** means the payment amount before We subtract Other Income Benefits and Disability Earnings.

**Disability Earnings** are the earnings, which the Covered Person receives while Partially/Residually Disabled.

**Fluctuation of Disability Earnings:** If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent 3 months to determine if his claim should continue subject to all other terms and conditions in the Policy.

If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds 80% of his Indexed Pre-Disability Monthly Earnings.

We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy.

When the Covered Person first returns to work during a period of disability, the Work Incentive Benefit establishes that, for 12 months, his monthly payment, as determined above, will not be reduced as long as Payment does not exceed 100% of his Indexed Pre-Disability Monthly Earnings.

**Indexed Pre-Disability Monthly Earnings** are the Covered Person's Pre-Disability Monthly Earnings adjusted on each anniversary of benefit payments by the lesser of 5% or the current annual percentage increase in the Consumer Price Index (CPI-W). The Covered Person's Indexed Pre-Disability Monthly Earnings may increase or remain the same, but will never decrease. This manner of indexing is only used to determine the Covered Person's percentage of lost earnings while he is Disabled and working.

**Consumer Price Index (CPI-W)** means the index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

During the period of time that the Work Incentive Benefit applies:

1. Add the Covered Person's monthly Disability Earnings to his Gross Disability Payment, as calculated above.
2. Compare the result in Step 1 to his Indexed Pre-Disability Monthly Earnings.
3. If the result from Step 2 is less than or equal to 100% of the Covered Person's Indexed Pre-Disability Monthly Earnings, We will not further reduce his Monthly Payment, as calculated above.
4. If the result in Step 2 is greater than 100% of the Covered Person's Indexed Pre-Disability Monthly Earnings, We will subtract the amount over 100% from his Monthly Payment, as calculated above.

The result is the amount We will pay the Covered Person each month.

After the period of time that the Work Incentive Benefit applies:

1. Subtract the Covered Person's Disability Earnings from his Indexed Pre-Disability Monthly Earnings.
2. Divide the result in Step 1 by his Indexed Pre-Disability Monthly Earnings. This is his percentage of lost earnings.
3. Multiply the Covered Person's monthly payment, as calculated above, by the answer in Step 2.

The result is the amount We will pay the Covered Person each month.

**Other Income Benefits:**

1. any benefits and awards he receives under:
   a. occupational disease Law; or
   b. any other similar Act or Law.
2. any temporary disability benefits he receives under Workers' Compensation Law;
3. any Disability income benefits he receives under:
   a. any compulsory benefit Act or Law;
   b. any governmental retirement system as the result of his job with his Employer.
4. any Disability benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, the Jones Act, and any other similar plan or Act. Benefits include:
   a. Disability benefits he receives as a result of his Disability.
   b. retirement benefits he receives as a result of his receipt of retirement benefits .

   If the Covered Person's Disability begins after his 70th birthday, and he was receiving Social Security retirement benefits before his Disability began, then We will not reduce Our payments to him by these retirement benefits.

   **Pension Plan means:** a plan that provides retirement benefits and which is not wholly funded by Employee contributions. The term does not include a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity plan (TSA), a stock ownership plan or a non-qualified plan of deferred compensation.
5. any benefits he receives from the Employer's sick leave or salary continuation plan.

6. any benefits from the Employer's retirement plan, the Public Employees Retirement System and the State Teachers Retirement System he:

   a. receives as disability benefits;

   b. voluntarily chooses to receive as retirement benefits; or

   c. receives as retirement benefits once he reaches the greater of age 62 or normal retirement age, as defined in his Employer's Retirement Plan.

   Regardless of how the retirement funds from the plan are distributed, for the purposes of determining Our payment to the Covered Person, We consider Employee and Employer contributions to be distributed at the same time throughout the Covered Person's lifetime.

   We will not reduce payments the Covered Person receives from Us for his contributions to the Employer's retirement plan, or for amounts he rolls over or transfer to an eligible Retirement Plan.

   Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefits which would have been paid if the disability had not occurred.

   Retirement benefits under a retirement plan are benefits that are paid based on the Covered Person's Employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefits under the plan will also be considered a retirement benefit.

   Eligible retirement plan is defined in Section 402 of the Internal Revenue Code of 1986 and includes future amendments to Section 402 affecting the definition.

7. any benefits for loss of time or lost wages he receives from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
8. any amount he receives under any unemployment compensation Law.
9. any amounts he receives from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

If the Covered Person receives any of the Other Income Benefits in a lump sum payment, We will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of the Covered Person's Maximum Benefit Period.

Other Income Benefits must be payable as a result of the same Disability for which the Covered Person is receiving a payment from Us, except for retirement benefits.

We will NOT subtract from the Covered Person's Gross Disability Payment any amounts he receives from the following sources:

1. 401(k) plans
2. profit sharing plans
3. thrift plans
4. tax sheltered annuities
5. stock ownership plans
6. non-qualified plans of deferred compensation
7. Pension plans for partners
8. military pension and military disability income plans

9. credit disability insurance
10. franchise disability income plans
11. a retirement plan from another Employer
12. Individual Retirement Accounts (IRA)
13. individual disability income plans

**Affect of Other Income Benefits on Payment:** If subtracting Other Income Benefits results in a zero benefit, We will pay the Covered Person the Minimum Monthly Benefit shown in the Schedule of Benefits. The Minimum Monthly Benefit, however, may be applied toward an outstanding overpayment.

**Cost of Living Increases:** After the first deduction for each of the Other Income Benefits, We will not further reduce the amount of the Covered Person's Monthly Payment under the Policy due to cost of living increases he receives from any of the sources described in the "Other Income Benefits" section.

**Lump Sum Survivor Benefit:** When We receive proof that the Covered Person died, We will pay his spouse, if living, otherwise, his children under age 26, a lump sum benefit equal to 3 months of the Covered Person's monthly Gross Disability Payment if, on the date of the Covered Person's death:

1. his Disability had continued for 3 months or more consecutive days; and
2. he was receiving or was entitled to receive a Monthly Payment under the Policy.

If the Covered Person has no living spouse or children, payment will be made to his estate. However, We will first apply the survivor benefit to any overpayment which may exist on the Covered Person's claim.

**Gross Disability Payment** means the payment amount before We subtract Other Income Benefits and Disability Earnings.

**Disability Earnings** are the earnings which the Covered Person receives while Partially/Residually Disabled.

**Fluctuation of Disability Earnings:** If the Covered Person's Disability Earnings fluctuate, We may average his Disability Earnings over the most recent 3 months to determine if his claim should continue subject to all other terms and conditions in the Policy.

If We average his Disability Earnings, We will not terminate his claim unless the average of his Disability Earnings from the last 3 months exceeds 80% of his Indexed Pre-Disability Monthly Earnings.

We will not pay the Covered Person for any month during which Disability Earnings exceed the amount allowable under the Policy.

**Other Income Benefits:** See definition on page 8.

The Covered Person may choose to receive his Lump Sum Survivor benefit prior to his death if:

1. he has been diagnosed as having a life expectancy of less than 12 months – 24 months; and
2. he is receiving monthly payments under the Policy.

The Covered Person must notify Us in writing of his choice to exercise this option. Additionally, his Physician must certify in writing that he has a life expectancy of less than 6 months – 24 months.

If the Covered Person elects to receive this benefit prior to his death, no lump sum survivor benefit will be payable upon his death.

**Transplant Benefit:** If, while insured under the Policy, the Covered Person donates an organ for an Organ Transplant Procedure, and as a result he becomes Disabled, his Elimination Period will be waived and a benefit is payable for Disability resulting from an Organ Transplant Procedure and will have a limited pay period of 12 months. This benefit will be payable only once in the Covered Person's lifetime. Benefit payments will be subject to all of the provisions contained in the Policy, except for those that are in conflict with the provisions of this Transplant Benefit.

**Organ Transplant Procedure means:** the Covered Person donates any of the following for transplantation into another person: kidney, liver, lung, skin or bone marrow.

**Termination of Benefits:** We will stop sending the Covered Person payments and his claim will end on the earliest of:

1. the date he is no longer Disabled according to the terms of the Policy;
2. the date he reaches the end of the Maximum Benefit Period stated in the Schedule of Benefits;
3. the date his Disability Earnings exceed 80% of his Indexed Pre-Disability Earnings;
4. the date he dies.

If the Covered Person is a citizen of the United States and is receiving Treatment outside of the United States, We may require him to return to the United States for Treatment. Failure to do so when requested may result in termination of benefits.

**General Limitations:**

**Mental Illness Limitation**
Disabilities due to Mental Illness have a limited pay period of 24 months. This is a lifetime cumulative maximum benefit period for Disabilities due to Mental Illness.

We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains confined for at least 14 days in a row, We will send payments during that additional confinement and for one additional recovery period up to 90 more days.

In no case will benefits be paid beyond the Maximum Benefit Period stated in the Schedule of Benefits.

**Mental Illness** means any condition which is:

1. listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
2. usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of treatment.

**Substance Abuse Limitation**
Benefits payable for loss sustained or contracted in consequence of Your being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician, have a limited pay period of 24 months. This is a lifetime cumulative maximum benefit period for Disabilities due to Substance Abuse.

We will continue to send the Covered Person payments beyond the limited pay period if he is confined to a Hospital or Medical Facility. If he is still Disabled when he is discharged, We will send him payments for a recovery period of up to 90 days. If he becomes re-confined at any time during the recovery period and remains confined for at least 14 days in a row, We will send payments during that additional confinement and for one additional recovery period up to 90 more days.

In no case will benefits be paid beyond the Maximum Benefit Period stated in the Schedule of Benefits.

**Recurrent Disability:** If the Covered Person's current Disability is due to the same or related medical causes as a prior Disability for which We made a payment, We will treat the current Disability as part of his prior claim if less than 6 consecutive months have passed since the prior Disability. The current Disability will be subject to the same terms of the Policy as the prior claim and will be treated as a continuation of that Disability ,except the Covered Person will not be required to satisfy another Elimination Period.

Any Disability which occurs after 6 consecutive months from the date of the Covered Person's prior claim ended will be treated as a new claim. The new claim will be subject to all of the provisions of the Policy , including the Elimination Period.

If the Covered Person returns to work for another Employer, We will treat a Recurrent Disability the same as established above for the first 6 months following his return to work. Any Recurrent Disability that occurs more than 6 months but less than 12 months after the end of the Covered Person's prior Disability will be treated as a continuation of the prior Disability, but the Covered Person will be required to complete a new Elimination Period.

**Multiple Causes**: If a period of Disability is extended by a new, unrelated cause while benefits are payable, benefits will continue while the Covered Person remains Disabled, subject to the following:

1. benefits will not continue beyond the end of the original Maximum Benefit Period; and
2. any Exclusions and Pre-existing Conditions Limitations will apply to the new cause of Disability.

**Concurrent Disabilities**: Benefits for a Disability that is caused by more than one condition will be paid as if the Disability were caused by one condition. In no event will a Covered Person be considered to have more than one Disability at the same time.

**General Exclusions:** We will not cover a Disability under the Policy if it is due to:

1. an act of war, declared or undeclared, whether civil or international;
2. intentionally self-inflicted injuries;
3. active participation in a riot;
4. committing or attempting to commit a felony or
5. a Pre-Existing Condition that begins during the first 12 months after the Covered Person's Effective Date of insurance.

A Pre-Existing Condition is any disease or condition, other than pregnancy, which existed on, or had its inception before Your effective date of insurance, or with respect to increases in coverage, within the 3 month period prior to the effective date of the increase.

If the Covered Person becomes entitled to benefits under any other Group Long Term Disability policy, he will not be eligible for payments under the Policy.

**Continuity of Insurance Upon Transfer of Insurance Carriers:** In order to prevent loss of insurance for a Covered Person because of a transfer of insurance carriers, We will provide insurance for certain Employees as follows:

Employees who are not Actively at Work due to Disability:

We will insure the Employee under this Policy if the prior group insurance policy insured him and the cost of his insurance under the prior group insurance policy was paid.

Our payments to the Employee will be limited to the lesser of the Monthly Payment under the Policy or the monthly benefit the prior group insurance policy would have paid him, had that policy stayed in effect. Our payments will be reduced by any amount the prior group insurance policy is responsible for paying.

Employees who are Disabled due to a Pre-Existing Condition:

If the Employee was insured by the prior group insurance policy immediately prior to becoming eligible for insurance under this Policy, he is Actively at Work and he is insured under this Policy, then he may be eligible for payments under this Policy if his Disability is due to a Pre-Existing Condition.

In order to receive payments from Us, the Employee must satisfy the Pre-Existing Condition Exclusion test of:

1. this Policy; or
2. the prior group insurance policy, had that policy stayed in effect.

We will give credit toward continuous time insured under both policies. We will determine Our payments using the provisions of this Policy, but the Employee's Monthly Payment will not be more than the maximum monthly payment of the prior group insurance policy.

The Employee's Monthly Payment will end on the earlier of the following:

1. the end of the Maximum Benefit Period;
2. the date benefits would have ended under the prior group insurance policy, if the policy had stayed in effect.

If the Employee cannot satisfy the Pre-Existing Condition Exclusion test of either policy, then he will not be eligible for a Monthly Payment.

## CERTIFICATE GENERAL PROVISIONS

**Entire Group Contract; Changes:** This Policy, the application of the Policyholder, if any, and the individual applications, if any, of the employees, constitute(s) the entire contract between the parties, and any statement made by the Policyholder, or by any employee shall, in the absence of fraud, de deemed a representation and not a warranty. No such statement shall avoid the insurance or reduce the benefits under the Policy or be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the Policyholder, except a fraudulent misstatement, be used at all to void the Policy after it has been in force for three years from the date of its issue, nor all any such statement of any employee eligible for coverage under the Policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or Disability commencing after the insurance coverage with respect to which claim is made has been effect for three years from the date it became effective.

No change in the Policy shall be valid unless approved by an executive officer of Ours and unless such approval be endorsed there on or attached hereto. No agent has authority to change the Policy or to waive any of its provisions.

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

**Grace Period:** A grace period of 31 days from the Premium Due Date will be granted for the payment of premiums accruing after the first premium, during which grace period, the Policy will continue in force, but the Policyholder shall be liable for the payment of the premium accruing for the period the Policy continues in force.

**Notice of Claim**: Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to Us at the administrative address shown on the face page of this Certificate, or to any authorized agent of Ours, with information sufficient to identify the insured employee (i.e. Name, the Policyholder's name and the Policy number) shall be deemed notice to Us.

**Claim Forms**: We, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the clamant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to Us, in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the date the Elimination Period ends, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Time of Payment of Claim:** Indemnities payable under the Policy for any loss other than loss for which this Policy provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this Policy provides periodic payment will be paid to the insured employee monthly and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

## CERTIFICATE GENERAL PROVISIONS (continued)

**Payment of claims:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to You.

If any indemnity of this Policy shall be payable to the estate of the insured employee, or to an insured employee or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding $1,000 to any relative by blood or connection by marriage of the insured employee or beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

**Physical Examination and Autopsy**: We, at Our own expense, shall have the right and opportunity to examine the person of any individual whose condition is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

**Legal Actions:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Misstatement of Age**: If the age of any individual covered under this Policy has been misstated, the amount payable shall be such as the premium paid for would have purchased at the correct age.

**Cancellation:** After the Policy has been in force for 12 months, We may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to its last address as shown on Our records, stating when, not less than 31 days thereafter, such cancellation shall be effective; and the Policyholder may cancel this Policy at any time by written notice delivered or mailed to Us, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either Us or the Policyholder, We shall promptly return on a pro-rata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a prorate basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

We may also cancel a portion of the risk insured under the Policy on a class basis, such as termination of all persons within the same Enrolling Group, or same geographic, occupational, or eligibility class. In addition, We may cancel or modify the Policy, or an insurance option offered under the Policy if: a) the number of persons covered under the Policy falls below 75% or; b) the number of persons covered in an option falls below the lesser of 10 eligible persons or 25% of all persons eligible for the coverage . Such cancellation shall be in accordance with the preceding paragraph.

**Conformity with State Statutes**: Any provision of the Policy which, on it effective date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

**Right to Audit:** While We are paying benefits, We have the right to audit Your earnings at reasonable intervals if You are Disabled and working.

## GLOSSARY OF TERMS

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

**Active Work or Actively at Work:** The Covered Person is working at least the minimum number of hours per week in an Eligible Class, as shown in the Schedule of Benefits.

Unless Disabled on the prior workday or on the day of absence, a Covered Person will be considered Actively at Work on the following days:

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

**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/Member insured under the Policy. References to "Covered Person", "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Disabled or Disability:** Total Disability Partial Disability/, or Residual Disability as those terms are defined in the Disability Benefit Provisions.

**Employee:** A person who is:

1. directly employed in the normal business of the Policyholder; and
2. paid for services by the Policyholder; and
3. Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Policyholder will be considered an Employee unless he meets the above conditions.

**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.

**Physician:** A practitioner of the healing arts who is:

1. duly licensed and practicing in the United States and 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.

## PORTABILITY UNDER THE WORKING RETURNS LONG TERM DISABILITY INSURANCE

If the Covered Person's insurance under the Policy ends because his employment with the Employer ends, then he may choose to continue his Group Long Term Disability Insurance without providing evidence of insurability.

The Covered Person must be insured under the Policy for at least 12 months prior to the date his employment ends.

The Covered Person is not eligible to continue his insurance if:

1. he is Disabled under the terms of the Policy; or
2. he has recovered from a Disability under the terms of the Policy, but did not choose to return to work with the Employer; or
3. he failed to pay premium for the cost of his insurance; or
4. he is on an approved Leave of Absence; or
5. he retires; or
6. he is or becomes insured under another group long term disability policy; or
7. the Policy terminates.

**Retire means:** for purposes of this Portability benefit, the Covered Person has concluded his working career on a full-time basis and:

1. he is receiving payments from a governmental retirement plan or any Employer;
2. he is receiving Social Security Retirement benefits; or
3. he is no longer seeking active, full-time employment.

To apply for Portability insurance, within 31 days of the date the Covered Person's insurance ends he must:

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

If the above conditions are met, such insurance will:

1. be issued without evidence of insurability; and
2. continue in effect for 12 months provided the Covered Person continues to pay the cost of his insurance.

During the time Portability insurance is in effect, any benefits paid will be based on the Covered Person's Pre-Disability Monthly Earnings as calculated just prior to the time his employment with the Employer ended.

The Portability insurance will end on the earliest of:

1. the date the Covered Person fails to pay the required premium;
2. the date he retires;
3. the date he becomes insured under any other group long term disability policy;
4. the date the Policy terminates; or
5. the date following 12 months of Portability insurance.

Employees rehired after porting insurance must either lapse that insurance or provide evidence of insurability.

# California Consumer Complaint Notice

If the Covered Person has any questions or problems with their coverage, We will be ready to help. Our contact information is:

**Unimerica Life Insurance Company**

**A Stock Company**

**Administrative Offices: 6300 Olson Memorial Highway, Golden Valley, MN 55427**

**1-866-322-3932**

The Covered Person may also call the California Department of Insurance for assistance. However, We ask that the Covered Person gives Us the opportunity to try to resolve the problem. Please, call us first. If, We fail to help, the Covered Person may still ask the California Department of Insurance for assistance. Their contact information is:

**California Department of Insurance**

**Consumer Services Division**

**300 South Spring Street**

**Los Angeles, California 900013**

**1-800-927-HELP**

**(1-800-927-4357)**

# STATUTORY PROVISIONS

## 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:
Unimerica Life Insurance Company
Administrative Offices
6300 Olson Memorial Highway
Golden Valley, MN 55427
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

## MINNESOTA

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota sitused Employers have 25 or more Employees residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits
Contract Services
MN010-W115
6300 Olson Memorial Highway
Golden Valley, MN 55427

## 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.

### Disability Pre-Existing Exclusion

Any applicable Pre-Existing exclusion will not be applied to any disability that begins more than 12 months after the Covered Person's Effective Date of insurance.

## 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.

## 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.**

## OKLAHOMA (continued)

### 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:

### Incontestability

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

# TEXAS

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

800-554-5413

You may also write to Unimerica Life Insurance Company at:

Unimerica Life 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.

**AVISO IMPORTANTE**

Para obtener información or para someter una queja:

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

800-554-5413

Usted también puede escribir a Unimerica Life Insurance Company's:

Unimerica Life 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.

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

# Unimerica Life Insurance Company
# Notice of Privacy Policy and Practices

**Purpose of this Notice**
Unimerica Life 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 United Healthcare Specialty Benefits, Mail Route MN010-W115, 6300 Olson Memorial Highway, Golden Valley, MN 55427.

**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 Unimerica Life 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 Life Insurance Company; Unimerica Life Insurance Company; Unimerica Life Insurance Company of New York; United Behavioral Health; United HealthCare of Alabama, Inc.; United HealthCare of Arizona, Inc.; United HealthCare of Arkansas, Inc.; United HealthCare of Colorado, Inc.; United HealthCare of Florida, Inc.; United HealthCare of Georgia, Inc.; UnitedHealthcare of Illinois, Inc.; United HealthCare of Kentucky, Ltd.; United HealthCare of Louisiana, Inc.; UnitedHealthcare of the Mid-Atlantic, Inc.; United HealthCare of the Midlands, Inc.; United HealthCare of the Midwest, Inc.; United HealthCare of Mississippi, Inc.; UnitedHealthcare of New England, Inc.; UnitedHealthcare of New Jersey, Inc.; UnitedHealthcare of New York, Inc.; UnitedHealthcare of North Carolina, Inc.; United HealthCare of Ohio, Inc.; United HealthCare of Tennessee, Inc.; United HealthCare of Texas, Inc.; United HealthCare of Utah; UnitedHealthcare of Wisconsin, Inc.; United HealthCare Insurance Company; United HealthCare Insurance Company of Illinois; United HealthCare Insurance Company of New York; United HealthCare Insurance Company of Ohio; and U.S. Behavioral Health Plan, California.

**EXHIBIT A**

**CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER**

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact

| | | |
|---|---|---|
| **California Life and Health Insurance Guarantee Association**<br>**P.O. Box 17319**<br>**Beverly Hills, CA 90209-3319** | **Or** | **Consumer Service Division**<br>**California Department of Insurance**<br>**300 South Spring Street**<br>**Los Angeles, CA 90013** |

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

**COVERAGE**

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

**EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this Guarantee Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, 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;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- 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 a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contact that provides dividends or experience rating credits.

**LIMITS ON AMOUNTS OF COVERAGE** The Act limits the Association to pay benefits as follows:

**LIFE AND ANNUITY BENEFITS**

- 80% of what the life insurance company would owe under a life policy or annuity contract up to
- $100,000 in cash surrender values,
- $100,000 in present value of annuities, or
- $250,000 in life insurance death benefits.
- A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

**HEALTH BENEFITS**

- A maximum of $200,000 of the contractual obligations that the heath insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

**PREMIUM SURCHARGE**

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.