GROUP VOLUNTARY
ACCIDENTAL DEATH AND DISMEMBERMENT
CERTIFICATE OF COVERAGE

FOR

LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE

POLICY NUMBER: 303972
EFFECTIVE DATE: January 1, 2015

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

LA – UHIC/2008 (1-15)
UnitedHealthcare Insurance Company  
185 Asylum Street  
Hartford, Connecticut  
(Home Office)

**Policyholder:** Louisiana State University and Agricultural and Mechanical College  

**Effective Date:** January 1, 2015  

**Policy Number:** 303972  

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

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

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

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

**Read the Group Certificate Carefully**  

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

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

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

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Secretary  
Group Accidental Death and Dismemberment Insurance Policy  
Non-Participating  

President  
Administrative Office:  
9900 Bren Road East  
Minnetonka, MN 55343
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Class of Employees
This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All active full-time Salaried Academic, Unclassified and Classified Employees working at 75% full-time employment or greater per pay period (average 30 hours per week), with an appointment of more than 120 days or one regular academic semester and who are 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 later of the following dates:
1. The Group Policy’s Effective Date, January 1, 2015
2. 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:
Voluntary Accidental Death and Dismemberment Benefit:
A choice of: $27,500, $55,000, $82,500, $110,000, $165,000, $220,000, $275,000 or $300,000
Voluntary Accidental Death and Dismemberment Benefit will reduce to 82.5% at age 70, 57.5% at age 75, 37.5% at age 80, 20% at age 85.

Supplemental Accidental Death and Dismemberment Benefits are issued on a:
☒ 24 hour basis  ☐ non-occupational basis

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

Dependent: Includes
1. a legal Spouse; and
2. any married or unmarried Child.

The Child must be under 26 years of age and:
1. A natural child.
2. A stepchild.
3. A legally adopted child.
4. A child placed for adoption.
5. A child for whom legal guardianship has been awarded to the Covered Person or the Covered Person’s Spouse.
6. A grandchild who is in the legal custody of and residing with the Covered Person.
However, the term Child will include a Child over the limiting age if the Child is:

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

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

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

Spouse Only

Voluntary Accidental Death and Dismemberment Benefit

50% of the Employee’s amount of

Voluntary Accidental Death and Dismemberment Benefit

Spouse and Child(ren)

- Spouse

40% of the Employee’s amount of

Voluntary Accidental Death and Dismemberment Benefit

- Child(ren)

10% of the Employee’s amount of

Voluntary Accidental Death and Dismemberment Benefit

Child(ren) Only

15% of the Employee’s amount of

Voluntary Accidental Death and Dismemberment Benefit

**Voluntary Accidental Death and Dismemberment Benefits are issued on a:**

- 24 hour basis
- non-occupational basis
GENERAL DEFINITIONS

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

Active Work or Actively at Work: The Covered Person reports for work at his usual place of employment or any other business location where he is required to travel and is able to perform the material and substantial duties of his regular occupation for the entire normal workday. The Covered Person must be 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 insured under the Policy. References to “Covered Person,” “Covered Persons” and “Covered Person’s” throughout this Certificate are references to a Covered Person.

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.

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

Physician: A practitioner of the healing arts who is:
   1. duly licensed in the state in which the Treatment is received; and
   2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person’s Spouse, children, parents, parents-in-law, or siblings.
GENERAL DEFINITIONS (continued)

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

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

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

**We, Our and Us:** UnitedHealthcare Insurance Company.
CERTIFICATE GENERAL PROVISIONS

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

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

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

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

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

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

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

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

Workers’ Compensation: The Policy is not to be construed to provide benefits required by Workers’ Compensation laws.
COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Covered Person’s Eligibility: Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, 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 date the Employee is eligible for insurance.

Effective Date of Change in Amount of Insurance: If there is an increase in the amount of the Covered Person’s insurance, the increase will take effect on:

1. the policy anniversary date on or next following the date of the increase, if the Covered Person is Actively at Work on the date of increase;
2. the date the Covered Person returns to Active Work if the Covered Person is not Actively at Work on the policy anniversary date on or next following the date of the increase;
3. the policy anniversary date on or next following the date of the increase, if the policy anniversary date is a non-working day and the Covered Person was Actively at Work on his last scheduled working day before the non-working day;
4. the policy anniversary date on or next following the date of the increase if the Covered Person is on an approved layoff or leave of absence, for reasons other than a Sickness or Injury.

Neither an increase nor a decrease in insurance will affect a Payable Claim that occurs prior to the increase or decrease.

A decrease in the amount of the Covered Person’s insurance will take effect on the policy anniversary date on or next following the date of the decrease.
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 of 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 last day of the month during which he ceases to be a member of a class eligible for insurance;
3. the date the Policy terminates, or a specific benefit terminates; or
4. the last day of the month during which he ceases to be Actively at Work, unless
   a. Active work ceases during an approved medical leave of absence, the Accidental Death and Dismemberment Benefit will continue for up to 3 months from the date he stopped active work.
   b. Active work ceases during an approved layoff or non-medical leave of absence, the Accidental Death and Dismemberment Benefit will continue for up to 12 months from the date he stopped active work.
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.
DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

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

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

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

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

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

A Covered Person must use forms provided by Us when applying for Dependent Insurance. Dependents will not be insured until the Employee is insured.

The Dependent Insurance will be effective at 12:01 A.M. Eastern Standard time:

1. if it is Non-contributory, on the date the Dependent becomes eligible for insurance regardless of when application was made; or
2. if it is Contributory and the Covered Person makes application within 31 days after the date the Dependent first became eligible, on the date the Dependent becomes eligible for insurance, regardless of when application is made.

**Effective Date of Change in Amount of Insurance:** If there is an increase in the amount of the Dependent’s insurance the increase will take effect on the same date that:

1. the Covered Person’s class changes; or
2. the Dependent’s status or class changes.

If the Dependent is confined in a Hospital or Medical Facility on that date, any change will take effect on the day following discharge from the Hospital or Medical Facility.

If evidence of insurability is required, the increase will take effect on the later of the dates indicated above or the date We approve the application.

A decrease in the amount the Dependent’s insurance will take effect on the policy anniversary date on or next following the date of the decrease.
DEPENDENTS ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS
(continued)

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

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

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

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

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

<table>
<thead>
<tr>
<th>Loss</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of life</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of both hands or both feet</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of sight of both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of one hand and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of one foot and sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>Quadriplegia</td>
<td>100%</td>
</tr>
<tr>
<td>Paraplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Hemiplegia</td>
<td>50%</td>
</tr>
<tr>
<td>Triplegia</td>
<td>75%</td>
</tr>
<tr>
<td>Loss of one hand</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of one foot</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of sight of one eye</td>
<td>50%</td>
</tr>
<tr>
<td>Coma</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of speech</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of hearing</td>
<td>50%</td>
</tr>
<tr>
<td>Uniplegia</td>
<td>25%</td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger of the Same Hand</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

In paying this benefit, We will consider only losses sustained while insured under this section of the Policy. We will pay no more than the full amount shown in the Schedule of Benefits for losses resulting from any one Injury.
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON
(continued)

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

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

An additional Air Bag Benefit will be paid if:

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

We will pay:

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

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

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

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

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

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

1. disease, bodily or mental infirmity, or medical or surgical Treatment of these;
2. suicide or intentionally self-inflicted Injury, while sane or insane;
3. participation in a riot or insurrection, or commission of an assault or felony;
4. war or any act of war, declared or undeclared;
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON  
(continued)

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

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

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

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

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

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

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

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

Assignment: Accidental Death and Dismemberment insurance provided by the Policy cannot be assigned.
CHILD CARE EXPENSE BENEFIT UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

We will pay a Child Care Expense Benefit if:

1. a Covered Person and his Children are insured under the Policy; and
2. the Covered Person dies as a result of an Injury; and
3. a Loss of Life benefit is payable for the Covered Person under the Accidental Death and Dismemberment provision.

This benefit will be paid on behalf of any Child under age of 13 or any Child age 13 or older who needs ongoing personal care assistance, who is receiving child care from a licensed child care provider at the time of the Covered Person’s death, or within 90 days of the Covered Person’s death. Payment will be made to the Child’s parent or legal guardian.

The benefit is equal to the lesser of the following amounts:

1. the actual cost charged for the Child Care Expenses per year;
2. 5% of the Covered Person’s Loss of Life benefit payable under the Accidental Death and Dismemberment provision, not to exceed $2,500 per year per Child.

However, We will not pay more than the overall maximum amount of $5,000 per year for all Child Care Expenses combined.

This Child Care Expense Benefit is payable each year for each Dependent Child who qualifies for Child Care Benefits. No more than two Child Care Benefits will be payable for each Dependent.

To receive this benefit, the Child’s parent or legal guardian must provide satisfactory proof that he is incurring expenses that entitle him to the Child Care Expenses Benefit. Expenses must be charged by a child care provider who is licensed to provide such services in the jurisdiction in which the services are provided.

The Child Care Expense Benefit will end on the earlier of the following:

1. the date the Child’s parent or legal guardian is no longer incurring child care expenses;
2. the date the maximum number of Child Care Benefits have been paid;
3. the date the Child reaches 13 years of age unless the Child needs ongoing personal care assistance.
REPATRIATION BENEFIT FOR COVERED PERSONS AND DEPENDENTS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

We will pay a Repatriation Benefit if all of the following requirements are met:

1. an Accidental Death and Dismemberment Loss of Life benefit as the result of an Injury is payable on behalf of the Covered Person's death or the death of a Dependent;

2. The Covered Person’s or the Covered Person’s Dependent’s death occurs more than 100 miles from his primary place of residence and occurs outside the state or country of the Covered Person’s or the Covered Person’s Dependent’s place of permanent residence; and

3. Covered Expenses are incurred for the preparation and transportation of the Covered Person’s body or the Dependent’s body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is the lesser of:

1. the Covered Expenses incurred; or

2. 5% of the Covered Person’s Accidental Death & Dismemberment Loss of Life benefit; or

3. $5,000.

The Repatriation Benefit is payable to the person who incurs the expenses.

Covered Expenses include, but are not limited to the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include, but are not limited to, embalming, cremation, coffins, and transportation.
COMMON CARRIER HAZARD BENEFIT FOR COVERED PERSONS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Accidental Death and Dismemberment Loss of Life benefit is payable under the Policy, We will pay an additional benefit amount for a loss that is the result of a hazard while the Covered Person is on business for the Employer or on personal travel. A hazard is a situation or activity that places the Covered Person at risk of loss. We will pay the Common Carrier Hazard Benefit for the following hazards if the Covered Person’s loss of life occurs:

1. while riding as a passenger (not as a pilot or crew member) in or getting into or out of:
   a. any common public passenger carrier, including air, that is licensed for the transportation of passengers for hire, excluding an aircraft owned, operated, chartered or leased by or for the Employer; or
   b. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or by a similar air transport service of any duly constituted government authority recognized by the government of the United States; or
2. as a result of a parachute jump from an aircraft as described in item 1 above in order to save self; or
3. as a result of being struck by an aircraft as described in item 1 above.

The amount of the Common Carrier Hazard Benefit payable is 100% of the Accidental Death and Dismemberment Loss of Life benefit as shown on the Schedule of Benefits not to exceed $100,000. This benefit is subject to the conditions, limitations and exclusions in the Policy.
INSURANCE FOR EXPOSURE AND DISAPPEARANCE FOR COVERED PERSONS UNDER THE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

We will pay an Accidental Death and Dismemberment Loss of Life benefit if an Injury is sustained by a Covered Person who is unavoidably exposed to the elements and as a result of the exposure suffers a loss of life.

We will presume a Covered Person suffered Loss of Life due to an Injury if:

1. the Covered Person is riding in a Common Carrier that is involved in an accident covered under the Policy;
2. as a result of the accident, the Common Carrier is wrecked, sinks, is stranded, or disappears; and
3. the Covered Person’s body is not found within one year of the date the accident occurred.

Common Carrier means: for the purposes of this Exposure and Disappearance Benefit:

1. any land or water vehicle, transport or vessel including, but not limited to, a vehicle, transport or vessel licensed to carry passengers for hire; or
2. any aircraft operated by a business organized to operate an aircraft service and licensed for the transportation of passengers for hire.
We will pay a yearly Education Benefit to each of the Covered Person’s Qualified Children if:

1. an Accidental Death and Dismemberment Loss of Life benefit is payable for the Covered Person;
2. the Covered Person dies within 90 days after the date of the accident causing the accidental bodily Injury;
3. proof is given to Us that the Child is a Qualified Child; and
4. the Qualified Child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

The maximum yearly Education Benefit amount is the lesser of:

1. 5% of the Covered Person’s Accidental Death and Dismemberment Loss of Life benefits; or
2. $2,500.

However, We will not pay more than $5,000 per year for all Qualified Children combined.

This Education Benefit is payable in addition to any other benefits provided under the Policy. We will not pay more than one Education Benefit per Qualified Child during any one school year.

If the Covered Person has no surviving Children, or the Children are not insured under the Policy, or the Children do not meet the Education Benefit requirements, then no Education Benefit will be paid.

The Education Benefit will terminate for each Qualified Child on the earliest of the following dates:

1. the date the Qualified Child fails to furnish proof as required by Us;
2. the date the Qualified Child no longer qualifies as a Dependent Child for any reason except the Covered Person’s death; or
3. the date on which the fourth Education Benefit has been paid.

The following term is defined for the purposes of this Education Benefit:

Qualified Child is any of the Covered Person’s unmarried children under the age shown in the General Definitions section who, on the date of the Covered Person’s death as a result of an Injury, was either:

1. enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level; or
2. at the 12th grade level and enrolls as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level within 365 days following the date of the Covered Person’s death.
STATUTORY PROVISIONS

ALASKA

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

Dependent Definition

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

Discretionary Authority

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

Accidental Death and Dismemberment Benefit Limitations

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

ARKANSAS

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

Insurer Information Notice

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

If the question is not resolved, you may contact the Arkansas Insurance Department:
Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 77204
Telephone: 1-800-852-5494
IDAHO

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

Definition of Dependent

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

Incontestability

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

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

MONTANA

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

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

Discretionary Authority

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

Dependent Definition

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

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

Dependent Child Definition

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

Incontestability

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

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

**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

1-888-299-2070

You may also write to UnitedHealthcare Insurance Company at:

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

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

800-252-3439

You may write the Texas Department of Insurance at:

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

**AVISO IMPORTANTE**

Para obtener información o para someter una queja:

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

1-888-299-2070

Usted también puede escribir a UnitedHealthcare Insurance Company's:

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

Puede comunicarse con el Departamento de Seguro de Texas para obtener información 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

**PREMIUM OR CLAIM DISPUTES:**

Disputas sobre primas o reclamos:

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.

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).

**ATTACH THIS NOTICE TO YOUR POLICY:**

Adjuntar este aviso a su poliza:

This notice is for information only and does not become a part or condition of the attached document.

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

Form No. ACN-TX-MP (8/95)
Incontestability
The Incontestability provision under the CERTIFICATE GENERAL PROVISIONS section, is amended to remove the phrase "or fraudulent misrepresentations" from the first sentence.

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

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

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

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

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

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

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.
UnitedHealthcare Insurance Company
Notice of Privacy Policy and Practices

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

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

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

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

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

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