



**GUARDIAN<sup>SM</sup>**

**YOUR GROUP INSURANCE  
PLAN BENEFITS**

**HEALTHPASS INSURANCE TRUST  
CLASS 0001 0002 0003 0004 0005  
ACCIDENT BENEFITS**

The enclosed certificate is intended to explain the benefits provided by the Plan. It does not constitute the Policy Contract. Your rights and benefits are determined in accordance with the provisions of the Policy, and your insurance is effective only if you are eligible for insurance and remain insured in accordance with its terms.

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**CERTIFICATE OF COVERAGE**

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**The Guardian**  
7 Hanover Square  
New York, New York 10004

The group Accident coverage described in this Certificate is attached to the group Policy effective August 1, 2018. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

**IMPORTANT NOTICE: THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. IT DOES NOT PROVIDE, AND IS NOT INTENDED TO REPLACE, COMPREHENSIVE HOSPITAL, SURGICAL, AND MEDICAL COVERAGE. ALL COVERED PERSONS MUST HAVE AND MAINTAIN COMPREHENSIVE HOSPITAL, SURGICAL AND MEDICAL COVERAGE.**

**GROUP ACCIDENT COVERAGE**

Guardian certifies that the Employee to whom this Certificate is issued is entitled to the benefits described herein. However, the Employee must: (a) satisfy all of this Plan's eligibility and effective date requirements; (b) be listed in Our and/or the Policyholder's records as a validly covered Employee under this Plan; and (c) all required premium payments must have been made by or on behalf of the Employee.

The Employee and/or his or her dependents are not covered by any part of this Plan for which he or she has waived coverage. Such a waiver of coverage is shown in Our and/or the Policyholder's records.

Policyholder: HEALTHPASS INSURANCE TRUST

Group Policy Number: 00369404

*Stuart J Shaw*  
Vice President, Risk Mgt. & Chief Actuary

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## DEFINITIONS

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- Accident** This term means an event or occurrence that was not reasonably foreseeable, or that could not have been reasonably expected or anticipated. The term Accident does not include a Sickness.
- Accidental Death** This term means death caused by an Accident independent of Sickness, bodily infirmity, or any other cause and which is not excluded under the Exclusions section.
- Active Work or Actively At Work of Actively Working** These terms mean Your performance of all the duties that pertain to Your work at the place: (1) where it is normally done; or (2) where it is required to be done by Your Employer.
- Alternate Care Facility** This term means a facility that is licensed according to state and/or local laws to provide skilled care, intermediate care, intermingled care, custodial care, or rehabilitative care as an alternative to care at a Hospital.
- Child Care Center** This term means a program of child care which: (1) is provided in a facility that is licensed as a day care center or is operated by a licensed day care provider; and (2) charges a fee for the care of children. The term does not include child care provided by a: (a) parent; (b) stepparent; (c) grandparent; (d) sibling; (e) aunt; or (f) uncle.
- Chiropractic Care Services** This term means spinal manipulation by a licensed chiropractor to correct a structural imbalance caused by a Covered Accident. This does not include services for massage therapy or treatment of chronic conditions or other injuries not related to structural imbalance.
- Common Carrier** This term means any land, air or water conveyance operated under a license to transport passengers for hire.
- Companion** This term means a spouse, domestic partner, civil union partner, sibling, child, parent, grandparent, or any primary care giver.
- Covered Accident** This term means an Accident that:
- Occurs while Your coverage or Your dependent's coverage under this policy is in effect.
  - Results in a bodily Injury and
  - Is not otherwise excluded under the terms of this policy.
- Covered Person** This term means an Employee or dependent insured by this Plan.
- Dentist** This term means a licensed Doctor of dentistry, operating within the scope of his or her license, in the state in which he or she is licensed.
- Dislocation** This term means a completely separated joint due to an Injury. A partial Dislocation means the joint is misaligned but not completely dislocated, as diagnosed by a Doctor.

- Doctor** This term means any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.
- Eligibility Date** For Employee coverage, this term means the earliest date You are eligible for coverage under this Plan. For dependent coverage, this term means the earliest date on which: (1) You have Initial Dependents; and (2) are eligible for dependent coverage.
- Emergency Room** This term means a department of the Hospital that is designated for emergency care of accidental injuries. This area must be staffed and equipped to handle trauma, be supervised and provide treatment by Doctors, and provide care seven days per week, 24 hours per day.
- Employee** This term means a person who works for the Employer and whose income is reported for tax purposes using a W-2 form.
- Employer** This term means HEALTHPASS INSURANCE TRUST
- Enrollment Period** This term means the 31 day period which starts on the date You first become eligible for dependent coverage.
- Epidural Anesthesia** This term means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to a Covered Accident, and does not include treatment for childbirth or diseases.
- Fracture** This term means a broken bone that can be determined by a diagnostic exam. A chip Fracture is a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.
- B034.0766
- Full-Time** This term means You regularly work at least the number of hours in the normal work week set by the Employer (but not less than 20 hours per week) at: (1) Your Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and Your Employer have agreed upon for the performance of occupations duties.
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- Hospital** This term means a short-term, acute care general facility, which:
1. is primarily engaged in providing, by or under the continuous supervision of Doctors, to Inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of sick or injured persons;
  2. has organized departments of medicine and major surgery;
  3. has a requirement that every patient must be under the care of a Doctor or Dentist;
  4. provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);

5. If located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97;
6. is duly licensed by the agency responsible for licensing such Hospitals; and
7. is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

**Hospital Intensive Care Unit** This term means a designated area of a Hospital that:

1. provides the highest quality of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2. is separate and apart from the surgical recovery room and from rooms, beds, wards, and units customarily used for patient confinement;
3. is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;

is under continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis and is assigned a Doctor on a full-time basis.

**Hospital Confinement** This term means admission to a Hospital as an Inpatient for at least 24 consecutive hours by a Doctor for an Injury.

**Initial Dependents** This term means those eligible dependents You have at the time You first become eligible for Employee coverage. If at this time You do not have any eligible dependents, but You later acquire them, the first eligible dependents You acquire are Your Initial Dependents.

**Injury** This term means unintentional physical damage or harm caused directly by an Accident and not due to Sickness, disease or any other causes. The Injury must occur while You or Your covered dependent are insured under this Plan.

**Inpatient** This term means a patient who is admitted to a Hospital for an Injury.

**Newly Acquired Dependent** This term means an eligible dependent You acquire after You already have coverage in force for Initial Dependents.

**Occupational Therapy** This term means the treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the Covered Person's ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the Covered Person's particular occupational role. Occupational Therapy does not include diversional, recreational, vocational therapies (i.e. hobbies, arts and crafts).



- Occupational Therapist** This term means a person, other than You or a family member, who: 1) possesses the designation "Occupational Therapists Registered (OTR)", 2) is licensed by the state to practice Occupational Therapy, 3) performs services which are allowed by his licenses; and 4) performs services for which benefits are provided by this Plan.
- Organized Sport** This term means a sport activity that is governed by an organization and requires formal registration to participate. Proof of registration will be required at claim time.
- Outpatient Treatment** This term means medical services that a Covered Person receives when not confined as an Inpatient in a Hospital.
- Physical Therapy** This term means treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following Injury or loss of a body part.
- Physical Therapist** This term means a person, other than You or a family member, who: 1) is licensed by the state to practice Physical Therapy; 2) performs services which are allowed by his or her license; 3) performs services for which benefits are provided by this Policy and 4) practices according to the code of ethics of the American Physical Therapy Association.
- Rehabilitative Unit** This term means an appropriately licensed facility or separate section of a Hospital that provides rehabilitation care services on an Inpatient basis and is designated, staffed and equipped to provide restorative services under the supervision of a trained and experienced rehabilitation Doctor. A rehabilitation unit is not: a nursing home; an extended care facility; a skilled nursing facility; a rest home or home for the aged; a hospice care facility; a place for alcoholics or drug addicts; or an assisted living facility.
- Sickness** This term means a disease, illness or other condition not related to Injury including diseases or infections except when due to an Accidental cut or wound.
- Urgent Care Facility** This term means a health care facility that is organizationally separate from a Hospital and whose primary purpose is the offering and provision of immediate, short term medical care, without appointment, for urgent care.
- We, Us and Our** These terms mean The Guardian Life Insurance Company of America.
- You or Your** These terms mean the insured Employee.

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## **GENERAL PROVISIONS**

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### **Applicable Benefits**

This Certificate may include multiple benefit options and types of benefits. In the event that the Certificate includes such multiple benefit options and types of benefits, each Covered Person will only be covered for those applicable benefits that (1) were previously selected in a manner and mode acceptable to Guardian such as an enrollment form and (2) for which applicable premium has been received by Guardian.

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### **Limitation Of Authority**

No person, except by a writing signed by the President, a Vice President or a Secretary of Guardian, has the authority to act for Us to: (1) determine whether any contract, Plan or certificate is to be issued; (2) waive or alter any provisions of any contract or plan, or any of Our requirements; (3) bind Us by any statement or promise relating to the contract issued or to be issued; or (4) accept any information or representation which is not in a signed application.

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### **Incontestability**

The Plan is incontestable after two years from its date of issue, except for non-payment of premiums.

No statement in any application, except a fraudulent statement, made by a Covered Person will be used to contest the validity of his or her insurance or to deny a claim for a loss incurred after such insurance has been in force for two years during his or her lifetime.

If the Plan replaces a plan Your Employer had with another insurer, We may rescind the Plan based on misrepresentations made by the Employer or an Employee in a signed application for up to two years from the effective date of the Plan.

In the event Your insurance is rescinded due to a fraudulent statement made in Your application We will refund premiums paid for the periods such insurance is void. The premium paid by You will be sent to Your last known address on file with Your Employer or Us.

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### **Examination and Autopsy**

We have the right to have a Doctor of our choice examine the person for whom a claim is being made under the Plan as often as We feel necessary. We also have the right to have an autopsy performed in the case of death where allowed by law. We will pay for all such examinations and autopsies.

## Accident Claim Provisions

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Your right to make a claim for Accident benefits provided by this Plan is governed as follows:

**Notice** You must send Us written notice of an Injury for which a claim is being made within 20 days of the date the Injury occurs. This notice should include Your name and the Policy number. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. If the claim is being made for any other Covered Person, his or her name should also be shown.

**Claim Forms** We will furnish You with forms for filing proof of loss within 15 days of receipt of notice. If We do not furnish the forms on time, We will accept a written description and adequate proof of the Injury that is the basis of the claim as proof of loss. You must detail the nature and extent of the loss for which the claim is being made.

**Proof Of Loss** You must send written proof to Our designated office within 120 days of the loss.

**Late Notice Of Proof** We will not void or reduce Your claim if You cannot send Us notice and proof of loss within the required time. In that case, You must send Us notice and proof as soon as reasonably possible.

**Payment Of Benefits** We will pay Accident benefits as soon as We receive written proof of loss. In no event will benefits be paid more than sixty days after receipt of proof of loss.

Unless otherwise required by law or regulation, We pay all Accident benefits to You if You are living. If You are not living, We have the right to pay all Accident benefits to one of the following: (1) Your estate; (2) Your spouse; (3) Your parents; (4) Your children; or (5) Your brothers and sisters.

**Legal Actions** No legal action against this Plan shall be brought until 60 days from the date proof of loss has been given as shown above. No legal action shall be brought against this Plan after two years from the date written proof of loss is required to be given.

**New Employees:** From time to time new employees will be added to the group in the classes for which they are eligible.

**Termination:** We will provide a 30 day prior written notice if the group Plan ends or you are discontinued for a class of Employees to which You belong.

**Workers' Compensation** The Accident benefits provided by this Plan are not in place of and do not affect requirements for coverage by Workers' Compensation.

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## ELIGIBILITY FOR ACCIDENT COVERAGE - EMPLOYEE COVERAGE

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### Eligible Employees

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Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Certificate, You are eligible if You are in an eligible class of Employees and are an active Full-Time Employee.

If You are a partner or proprietor, We will treat You like an Employee if You meet this Certificate's conditions of eligibility.

### Conditions Of Eligibility

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You are eligible for Accident coverage if You are:

- Legally working in the United States; and
- Regularly working at least the number of hours in the normal work week set by the Employer (but not less than 20 hours per week) at: (1) the Employer's place of business; (2) some place where the Employer's business requires You to travel; or (3) any other place You and the Employer have agreed upon for the performance of occupational duties.

You are not eligible for Accident coverage if You are:

- A temporary or seasonal Employee.

**Enrollment Requirement** If You must pay all or part of the cost of Your coverage, We will not cover You until You enroll and agree to make the required payments.

**The Service Waiting Period** If You are in an eligible class, You are eligible for Accident coverage under this Certificate after You complete the service waiting period, if any, established by the Employer.

**Multiple Employment** If You work for both the Employer and a covered associated company, or for more than one covered associated company, We will treat You as if only one firm employs You. You will not have multiple Accident coverages under this Certificate. But, if this Certificate uses the amount of Your earnings to set the rates, determine class, figure coverage amounts, or for any other reason, such earnings will be figured as the sum of Your earnings from all covered Employers.

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**Coverage During Temporary Layoff or Leave of Absence** If Your active Full-Time service ends because You were laid off or go on a leave of absence approved by Your Employer, You may continue Your insurance, subject to continued payment of premium, until the earlier of: (a) the end of the temporary layoff or Employer approved leave of absence; and (b) 1 month(s) following the date the temporary layoff or approved leave of absence begins. If You become Disabled under this Certificate while Your coverage is being continued during a temporary layoff or leave of absence, Your eligibility for benefits will be governed by all the term of this Certificate.

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## **When Employee Coverage Starts**

**When Employee Coverage Starts** Your Eligibility Date is the date You have met all of the conditions of eligibility.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on the date You sign Your enrollment form. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage is scheduled to start on the date You sign Your enrollment form.

On the date all or part of Your coverage is scheduled to start, You must be: (1) Actively At Work; (2) fully capable of performing the major duties of Your regular occupation; and (3) working Your regular number of hours. In that case, Your coverage will start at 12:01 A.M. Standard Time for Your place of residence on that date. In any other case, We will postpone the start of Your coverage until the date You: (a) return to Active Work; (b) are working Your regular number of hours; and (c) are fully capable of performing the major duties of Your regular occupation. Sometimes, a scheduled effective date is not a regularly scheduled work day. If the scheduled effective date falls: on a holiday; on a vacation day; on a non-scheduled work day; during a layoff of less than 180 days in duration; during an approved leave of absence not due to Sickness or Injury, of 90 days or less; or on a day during a period of absence that is less than 7 days in duration; and if: (a) You were fully capable of performing the major duties of Your regular occupation for the Employer on a Full-Time basis at 12:01 AM standard time for Your place of residence on the scheduled effective date; and (b) You were performing the major duties of Your regular occupation and working Your regular number of hours on Your last regularly scheduled work day; Your coverage will start on the scheduled effective date.

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**Exception to When Employee Coverage Starts** If You are not capable of performing the major duties of Your regular occupation for Your Employer on a Full-Time basis on the date Your coverage is scheduled to start, You will be insured for Accident insurance if:

1. You were insured under the prior insurer's group or individual Accident policy at the time of the transfer;
2. You are a member of an eligible class;
3. premiums for You were paid up to date. and
4. You are not receiving or eligible to receive benefits under the prior insurer's group or individual Accident policy.

Any Accident benefit payable will be the lesser of:

1. the Accident benefit payable under the Group Policy; or
2. the Accident benefit payable under the prior insurer's group Accident or individual policy had it remained in force.

The Accident benefit payable will be reduced by any amount paid by the prior insurer's group or individual Accident policy.

All other provisions under this Policy will apply under the Exception to When Employee Coverage Starts.

You will remain insured under this provision until the first to occur of:

1. the date You are fully capable of performing the major duties of Your regular occupation for Your Employer on a Full-Time basis;
2. the date insurance terminates for one of the reasons stated in When Employee Coverage Ends;
3. the last day of a period of 12 consecutive months which begins on the Policy effective date; or
4. the last day You would have been covered under the prior insurer's group or individual Accident policy, had the prior plan not terminated.

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## **When Employee Coverage Ends**

- When Employee Coverage Ends** Your coverage will end on the first of the following dates:
- The last day of the month in which Your active service ends for any reason. Your active service ends when You are no longer: (1) Actively At Work; and (2) working Your regular number of hours.
  - The last day of the month in which You stop being an eligible Employee under this Plan.
  - The date You are no longer working in the United States.
  - The date this group Plan ends, or is discontinued for a class of Employees to which You belong.
  - The last day of the period for which required payments are made for You.

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## **Your Right To Continue Accident Coverage During A Family Leave Of Absence**

**Important Notice** This section may not apply to Your Employer's Plan. You must contact Your Employer to find out if he or she must allow for a family leave of absence under federal law. If he or she must allow for such leave, this section applies.

**If Your Coverage Would End** Your Accident coverage would normally end because You cease work due to an approved leave of absence. But, You may continue Your coverage if the leave has been granted to: (1) allow You to care for a seriously injured or ill spouse, child or parent; (2) after the birth or adoption of a child; (3) due to Your own serious health condition; or (4) because of a serious injury or illness arising out of the fact that Your spouse, child, parent or next of kin who is a covered service member is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation. To continue Your coverage, You will be required to pay the same share of the premium as You paid before the leave of absence.

- When Continuation Ends** Continued coverage will end on the earliest of the following:
- The date You return to Active Work.
  - In the case of a leave granted to You to care for a covered service member, the end of a total leave period of 26 weeks in one 12 month period. This 26 week total leave period applies to all leaves granted to You under this section for all reasons. If You take an additional leave of absence in a subsequent 12 month period, continued coverage will cease at the end of a total leave period of 12 weeks.
  - In any other case, the end of a total leave period of 12 weeks in any 12 month period.
  - The date on which Your Employer's Plan is terminated or You are no longer eligible for coverage under this Plan.

- The end of the period for which premium has been paid.

**Definitions** As used in this section, the terms listed below have the meanings shown below:

- **Active Duty:** This term means duty under a call or order to active duty in the Armed Forces of the United States.
- **Contingency Operation:** This term means a military operation that: (1) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under any provision of law or during a national emergency declared by the President or Congress.
- **Covered Service member:** This term means a member of the Armed Forces, including a member of the National Guard or Reserves, who for a serious injury or illness is: (1) undergoing medical treatment, recuperation or therapy; (2) otherwise in outpatient status; or (3) otherwise on the temporary disability retired list.
- **Next Of Kin:** This term means Your nearest blood relative.
- **Outpatient Status:** This term means, in the case of a covered service member, that he or she is assigned to: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- **Serious Injury Or Illness:** This term means, in the case of a covered service member, an Injury or illness incurred by him or her in line of duty on active duty in the Armed Forces that may render him or her medically unfit to perform the duties of his or her: (1) office; (2) grade; (3) rank; or (4) rating.

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## **ELIGIBILITY FOR ACCIDENT COVERAGE - DEPENDENT COVERAGE**

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### **Eligible Dependents For Dependent Accident Coverage**

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Your eligible dependents are Your: (1) spouse; and (2) unmarried dependent children from birth, until they reach age 26.

### **Adopted, Newborn And Step-Children**

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Your "unmarried dependent children" include any: (a) stepchildren; (b) newborn children; (c) legally adopted children; and (d) children for whom You are the court-appointed legal guardian. The term also includes any children for whom a court-ordered decree requires You to provide dependent coverage, and any proposed adoptive children during any waiting period prior to the formal adoption. Your step-children must chiefly depend on You for their support and maintenance. We treat a newborn child as legally adopted if You take physical custody of the infant upon the infant's release from the hospital and You file a petition for adoption within 30 days of birth.

### **Dependents Not Eligible**

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We exclude any dependent who is on active duty in any armed force. And, We exclude any dependent who is covered by this Plan as an Employee.

A child may be an eligible dependent of more than one Employee who is insured under this Plan. In that case, the child may be insured for dependent Accident benefits by only one Employee at a time.

### **Disabled Children**

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You may have an unmarried child who is: (a) incapable of self-sustaining employment by reason of a mental illness, developmental disability, or mental retardation, as defined in the mental hygiene law or physical handicap, and (b) chiefly dependent upon You for support and maintenance. In that case such a child may remain eligible for dependent benefits past the age limit subject to the conditions shown below.

- His or her condition started before he or she reached the age limit.
- He or she became covered for dependent Accident benefits before he or she reached the age limit, and remained continuously covered until he or she reached the age limit.
- He or she stays unmarried and remains: (i) incapable of self-sustaining employment; and (ii) dependent upon You for most of his or her support and maintenance.

- You send Us written proof, and we approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year.

The child's coverage ends when Your coverage ends.

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## When Dependent Coverage Starts

**When Dependent Coverage Starts** In order for Your dependent coverage to start, You must already be covered for Employee coverage, or enroll for Employee and dependent coverage at the same time.

Subject to the Exception below and to all of the other terms of this Plan, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments.

If You do this on or before Your Eligibility Date, the dependent's coverage is scheduled to start on the later of the first day of the month which coincides with or next follows Your Eligibility Date and the date You become covered for Employee coverage.

If You do this after Your Eligibility Date, the coverage is scheduled to start on the later of the first day of the month which coincides with or next follows the date You sign the enrollment form and the date You become covered for Employee coverage.

Once You have dependent child coverage for Your Initial Dependent child(ren) any Newly Acquired Dependent children will be covered as of the date he or she is first eligible.

**Exception** We will postpone the effective date of a dependent's, other than a newborn child's, coverage if, on that date, he or she is: (1) confined to a Hospital or other health care facility; (2) home confined; or (3) with regard to a dependent spouse, unable to perform two or more Activities of Daily Living. In that case, We will postpone the effective date of his or her coverage until the day after the date: (a) of his or her discharge from such facility; (b) his or her home confinement ends; or (c) with regard to a dependent spouse, he or she is no longer requires assistance with two or more Activities of Daily Living. If a dependent was covered under a prior plan at transfer, this language will not apply to the amount of coverage that was in force with the prior plan.

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## **When Dependent Coverage Ends**

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**When Dependent Coverage Ends** Dependent coverage ends for all of Your dependents when Your Employee coverage ends. Dependent coverage also ends for all of Your dependents when You stop being a member of a class of Employees eligible for such coverage. And, it ends when this Plan ends, or when dependent coverage is dropped from this Plan for all Employees or for Your class.

If You are required to pay all or part of the cost of dependent coverage, and You fail to do so, Your dependent coverage ends. It ends on the last day of the period for which You made the required payments, unless coverage ends earlier for other reasons.

Your dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child at 12:01 A.M. on the date the child attains this Plan's age limit or for Your handicapped child who has reached the age limit, when he or she marries or is no longer dependent on You for support and maintenance. It happens to a spouse: (1) when a marriage ends in legal divorce or annulment.

To extend dependent coverage, dependents must be an unmarried child of the employee or member, and under age 30, and not covered by, or eligible for, employer sponsored insurance, Medicare or a self-insured plan.

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## ACCIDENT COVERAGE

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**Important Notice: This is Accident coverage. It provides a limited specified benefit. It is a supplement to, and not a substitute for, medical coverage. Please read this Plan carefully to fully understand what it covers, limits, and excludes.**

This Certificate includes form(s) GC-SCH-ACC-12-NY, which are the Plan's Schedule of Benefits. Your class and benefit options are shown in the Schedule of Benefits that applies to You. See form(s) GC-SCH-ACC-12-NY.

Subject to all of this Plan's terms, this Plan will pay the benefits described below if a Covered Person sustains an Injury or incurs a loss as a result of a Covered Accident which occurs on or after the date he or she becomes insured by this Plan. This Plan pays no benefits other than what is specifically listed below, and no benefits for losses due to sickness, disease, mental infirmity or medical or surgical treatment. Also, we pay no benefits for job related or on the job injuries to the extent the covered person is covered or required to be covered under Workers' Compensation law.

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### Benefits

This Plan will pay a benefit based on the benefit amount for which a person is covered. The benefit will be subject to all of the terms of this Plan.

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|--|---|
| <b>Accident<br/>Emergency Room<br/>Treatment</b> | We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Hospital Emergency Room for the initial treatment of Injuries sustained in a Covered Accident within 72 hours after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Accident Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident. |
| <b>Accident Follow-Up<br/>Visit - Doctor</b>     | We pay the amount shown in the Schedule of Benefits if a Covered Person requires additional follow up treatments(not including Occupational, speech or Physical Therapy or chiropractic treatment) after initial Emergency Room treatment or Doctor's Office/Urgent Care Facility Treatment. We pay up to 6 treatments per a Covered Person per Covered Accident. Treatment must begin within 90 days of a Covered Accident and be completed within 365 days.                             |
| <b>Accidental Death</b>                          | We pay the amount shown in the Schedule of Benefits if a Covered Person sustains an Injury in a Covered Accident that causes his or her death. The Injury must cause his or her death within 90 days of the Covered Accident. If We pay this benefit, We will not pay the Accidental Death Common Carrier benefit.  |
| <b>Accidental Death<br/>Common Carrier</b>       | We pay the amount shown in the Schedule of Benefits if a Covered Person's Accidental Death is due to an Covered Accident which occurs while a Covered Person is riding as a fare-paying passenger in a public conveyance. If We pay this benefit, We will not pay the Accidental Death benefit.   |

B034.0818

**Accidental Death  
Common Disaster** We pay the increased amount shown in the Schedule of Benefits if both You and Your insured spouse die in a Covered Accident or separate Covered Accidents within the same 24 hour period. The benefit increase applies to Your insured spouse's benefit.

**Accidental  
Dismemberment** We pay the amount shown in the Schedule of Benefits if a listed loss is sustained by a Covered Person due to Injuries caused by a Covered Accident.

- "Loss of mental responsiveness due to coma" means a state of complete mental unresponsiveness, due to Injury, with no evidence of appropriate responses to stimulation, as diagnosed by a Doctor. This benefit is payable if the Covered Person has been in a coma for 7 consecutive days characterized by the absence of eye opening, verbal response, and motor response. The condition must require intubation for respiratory assistance, be diagnosed or treated by a Doctor within 90 days of the Covered Accident. This benefit is not payable for a medically induced coma.
- "Loss of a hand" means the hand is completely severed at or above the wrist.
- "Loss of a foot" means the foot is completely severed at or above the ankle.
- "Loss of sight" means total and permanent loss of sight.
- "Loss of thumb and index finger of same hand" or "Loss of four fingers of same hand" means complete severance at the metacarpophalangeal joints of the same hand. This benefit is not payable if benefits have been paid for "Loss of hand".
- "Loss of all toes of same foot" means complete severance at the metatarsalphalangeal joint. This benefit is not payable if benefits have been paid for "Loss of foot".
- "Loss of healthy skin due to a burn"; We pay the amount shown in the Schedule of Benefits if a Covered Person receives burns as a result of a Covered Accident and is treated by a Doctor within 72 hours of the Covered Accident. If a Covered Person meets more than one of the burn classifications, We pay the higher amount. This benefit is payable once per a Covered Person per Covered Accident. Additionally, We pay the amount shown in the Schedule of Benefits when medically necessary grafting of the skin is received by a Covered Person for a burn that was payable under the Burn benefit. This benefit is payable once per a Covered Person per Covered Accident.

Except for coma, We will not pay more than \$25,000.00 for all losses due to the same Covered Accident.

**Accidental Death Seatbelt and Airbag benefit** We pay the seatbelt amount shown in the Schedule of Benefits if a Covered Person dies due to Injuries sustained in a Covered Accident while properly wearing a seatbelt. We will pay the Seatbelt & Airbag amount shown in the Schedule of Benefits if a Covered Person dies as a direct result of an automobile Accident while both properly wearing a seatbelt, and sitting in a seat equipped with an airbag. We will not pay both the Seatbelt and Seatbelt and Airbag benefit for the same Covered Accident.

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**Air Ambulance** We pay the amount shown on the Schedule of Benefits if a Covered Person is transported by Air Ambulance to or from a Hospital or between medical facilities for treatment of Injuries sustained as the result of a Covered Accident within 48 hours of a Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

**Ambulance** We pay the amount shown on the Schedule of Benefits if a licensed Ambulance company transports a Covered Person by ground to or from a Hospital or between medical facilities for treatment of Injuries sustained as a result of a Covered Accident within 90 days of Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

**Appliance** We pay the amount shown on the Schedule of Benefits if a Covered Person is prescribed an appliance by a Doctor as necessary due to an Injury sustained as a result of a Covered Accident. An appliance includes wheelchairs, leg or back braces, crutches, walkers, walking boot that extends above the ankle, and brace for the neck. The appliance must be prescribed within 90 days of Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

**Blood / Plasma / Platelets** We pay the amount shown in the Schedule of Benefits if as the result of a Covered Accident a Covered Person receives a transfusion, administration, cross matching, typing and processing of Blood / Plasma / Platelets within 90 days of the Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

**Catastrophic Loss** We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a Catastrophic Loss within 365 days of a Covered Accident due to injuries sustained in a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. If a Catastrophic Loss benefit is paid, an Accidental Dismemberment benefit will not be paid for the same or attached body part.

B034.0821

**Child Organized Sport** We pay the additional amount shown on the Schedule of Benefits if the Covered Accident occurred while a Covered Person's covered dependent child is participating in an organized sport. The child must be insured by this plan on the date the Accident occurred. The covered child must be 18 years of age or younger.

B034.0822

**Chiropractic visits** We pay the amount shown in the Schedule of Benefits if as the result of a Covered Accident a Covered Person suffers a structural imbalance and receives chiropractic care services by a chiropractor in a chiropractor's office. Treatment must begin within 90 days after a Covered Accident and be completed within 180 days of the Covered Accident. We will pay for up to 6 visits per a Covered Person per Covered Accident but no more than 12 visits per calendar year.

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**Concussions** We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a concussion as the result of a Covered Accident and is diagnosed within 72 hours of the Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

**Dislocations** We pay the amount shown in the Schedule of Benefits if a Covered Person is injured and suffers a Dislocation as the result of a Covered Accident. A Dislocation must be diagnosed by a Doctor within 90 days of the Covered Accident. The Dislocation must be corrected by open (surgical) or closed (non-surgical) reduction.

For multiple Dislocation due to the same Covered Accident, We will pay no more than two times the benefit amount for the joint involved with the highest benefit amount.

For partial Dislocation, We will pay 25% of the benefit shown in the Schedule of Benefits for a closed reduction.

**Diagnostic Exam (Major)** We pay the amount shown in the Schedule of Benefits if a Covered Person receives one of the following imaging studies due to a Covered Accident: Computerized Tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI) or electroencephalography (EEG). The imaging study must be prescribed by a Doctor and performed in a Doctor's office or Hospital, on an Inpatient or outpatient basis. This benefit is payable once per Covered Person per Covered Accident.

**Emergency Dental Work** We pay the amount shown in the Schedule of Benefits if a Covered Person suffers a broken tooth as the result of a Covered Accident and it is repaired by a Dentist with a dental crown and/or dental extraction. The dental services must begin within 90 days of the Covered Accident. One dental crown and one dental extraction is payable per Covered Person per Accident.

**Epidural Anesthesia Pain Management** We pay the amount shown in the Schedule of Benefits if a Covered Person is prescribed and receives an epidural administered for pain management for Injuries received as a result of a Covered Accident. The epidural must be administered in a Hospital or Doctor's office and is payable twice per Covered Person per Accident. This benefit is not payable for an epidural administered during a surgical procedure.

**Eye Injury** We pay the amount shown in the Schedule of Benefits if a Covered Person is injured as the result of a Covered Accident and suffers an Eye Injury. The Eye Injury must require surgery or the removal of a foreign object by a Doctor within 90 days of a Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

**Family Care** We pay the amount shown in the Schedule of Benefits if a Covered Person is injured as the result of a Covered Accident and confined in a Hospital, ICU or alternate care or rehabilitative facility and the Covered Person has a child or children attending a Child Care Center. The benefit is payable for each child attending a Child Care Center while the Covered Person is confined. The child attending the Child Care Center does not need to be insured under this Plan for Accident coverage but must meet the eligibility requirements found in the Dependent Eligibility section. This benefit is payable for up to 30 days within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

**Fracture (Bone)** We pay the amount shown in the Schedule of Benefits if Covered Person suffers a Fracture as a result of a Covered Accident and it is diagnosed within 90 days of the Covered Accident. The Fracture must require open (surgical) or closed (non-surgical) reduction by a Doctor. This benefit is payable for up to two Fractures per Covered Person per Covered Accident. If there are more than two Fractures, We will pay the highest two benefit amounts per Covered Person per Covered Accident. We pay 25% of the amount shown in the Schedule of Benefits for the closed reduction of a bone with a chip Fracture that was a result of a Covered Accident.

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**Hospital Admission** We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted to a Hospital within 180 days of a Covered Accident as a result of Injuries sustained in a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident.

**Hospital Confinement** We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Hospital within 180 days of a Covered Accident as a result of Injuries sustained in a Covered Accident. This benefit is payable up to 365 days per Covered Accident. This benefit is not payable for a Hospital stay less than 20 hours. We pay either the Hospital Confinement or the Hospital Intensive Care Unit Confinement benefits for each day.

**Hospital Intensive Care Unit Admission** We pay the amount shown in the Schedule of Benefits if a Covered Person is admitted directly to a Hospital Intensive Care Unit within 90 days of a Covered Accident as a result of Injuries sustained in a Covered Accident. This benefit is payable once per Covered Person per Covered Accident. This benefit is not payable for Emergency Room treatment, Outpatient Treatment, or a Hospital stay less than 20 hours in an observation unit. We will not pay the Hospital Admission and Hospital Intensive Care Unit Admission benefits for the same Covered Accident.

**Hospital Intensive Care Unit Confinement** We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to a Hospital Intensive Care Unit within 90 days of a Covered Accident as a result of Injuries sustained in a Covered Accident. This benefit is payable up to 15 days per Covered Accident. This benefit is not payable for a Hospital Intensive Care Unit stay less than 20 hours. We pay either the Hospital Confinement or the Hospital Intensive Care Unit Confinement for each day.



- Initial Doctor's Office/Urgent Care Facility Treatment** We pay the amount shown in the Schedule of Benefits if a Covered Person is examined or treated by a Doctor in a Doctor's office or Urgent Care Facility for the initial treatment of a Covered Accident within 90 days after the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. We will not pay the Accident Emergency Room Treatment benefit and the Initial Doctor's Office/Urgent Care Facility benefit for the same Covered Accident.
- Joint Replacement** We pay the amount shown in the Schedule of Benefits if due to an Injury sustained in a Covered Accident a Covered Person requires a hip, knee, or shoulder Joint Replacement. The Joint Replacement must be scheduled by a Doctor within 90 days of a Covered Accident and is payable once per Covered Person per Covered Accident.
- Knee Cartilage** We pay the amount shown in the Schedule of Benefits if a Covered Person tears, ruptures or severs knee cartilage (meniscus) as the result of a Covered Accident and requires surgical repair. Treatment of the Injury by a Doctor must begin within 90 days after the Covered Accident and repaired through surgery within 365 days.
- Laceration** We pay the amount shown in the Schedule of Benefits if a Covered Person sustains a Laceration as a result of a Covered Accident and it is repaired by a Doctor within 72 hours of the Covered Accident. The amount We pay will be based on the total length of all Lacerations received in any one Covered Accident which require repair. This benefit is payable once per Covered Person per Covered Accident for a Laceration with no sutures and once per Covered Person per Covered Accident for a Laceration which required sutures.
- Lodging** We pay the amount shown in the Schedule of Benefits for a Companion's hotel/motel stay during the period of time a Covered Person is confined to the Hospital as the result of a Covered Accident. This benefit is payable up to 30 days per Covered Person per Covered Accident and is only payable while the Covered Person is confined to the Hospital. The Hospital must be more than 50 miles from the residence of the Covered Person.
- Occupational or Physical Therapy** We pay the amount shown in the Schedule of Benefits if a Covered Person requires Occupational or Physical Therapy due to Injuries sustained in a Covered Accident. Treatment must begin within 90 days of the Covered Accident, be completed within 6 months, and be performed by a licensed occupational or physical therapist. This benefit is payable up to 10 treatments per Covered Accident
- Prosthetic Device/Artificial Limb** We pay the amount shown in the Schedule of Benefits if due to Injuries sustained in a Covered Accident a Covered Person receives one or more Prosthetic Devices/Artificial Limbs as prescribed by a Doctor for functional use due to the loss of a hand, foot or sight of an eye. The device or limb must be prescribed within 365 days of the Covered Accident and is payable once per Covered Person per Covered Accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs.

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**Reasonable Accommodation to Home or Vehicle** We pay the amount shown in the Schedule of Benefits for a required modification made to a Covered Person's place of residence or vehicle if the Covered Person suffers an Accidental Dismemberment or Catastrophic Loss due to a Covered Accident. The modification must be made within (1) two years of the Covered Accident and is payable once per Covered Person per Covered Accident, (2) a physician must certify that the benefit is needed to accommodate a physical disability, (3) the modification is made by someone experienced in such adaptations; (4) the modification is in compliance with applicable laws or requirements for the approval by the appropriate government authorities; and (5) the modification expenses do not exceed the usual level of charges for similar modifications in the locality where the expense is incurred.

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**Rehabilitation Unit Confinement** We pay the amount shown in the Schedule of Benefits if a Covered Person is confined to Rehabilitation Unit due to Injuries sustained in a Covered Accident. This benefit is payable up to 15 days per Covered Person per Covered Accident but cannot exceed 30 days per calendar year. We will not pay the Rehabilitation Unit Confinement and the Hospital Confinement benefits for the same day.

**Ruptured Disc With Surgical Repair** We pay the amount shown in the Schedule of Benefits if a Covered Person receives a ruptured disc in his or her spine as a result of Injuries sustained in a Covered Accident. The Injury must be treated by a Doctor within 90 days of the Covered Accident and surgically repaired within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

**Surgery (cranial, open-abdominal, thoracic, hernia)** We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes cranial, open-abdominal, thoracic, or hernia surgery due to Injuries sustained in a Covered Accident. Cranial, open-abdominal, and thoracic surgery must be performed within 72 hours of the Covered Accident. Hernia surgery must be diagnosed within 90 days of Covered Accident and surgery must be performed within 180 days. If more than one surgery is performed, We pay the benefit with the highest dollar amount. This benefit is payable once per Covered Person per Covered Accident.

**Surgery (Exploratory and Arthroscopic)** We pay the amount shown in the Schedule of Benefits if a Covered Person undergoes exploratory or arthroscopic surgery as a result of Injuries sustained in a Covered Accident and the surgery takes place within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident. Hernia repair is not covered under this benefit. This benefit is not payable if the Surgery or Tendon/Ligament/Rotator Cuff benefits are payable for the same Surgery.

**Tendon / Ligament / Rotator Cuff** We pay the amount shown in the Schedule of Benefits if a Covered Person receives a torn, ruptured or severed tendon, ligament, or rotator cuff as the result of injuries sustained in a Covered Accident. The Injury must be treated within 90 days of the Covered Accident and repaired through surgery within 365 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

**Transportation** We pay the amount shown in the Schedule of Benefits if a Covered Person must travel more than 50 miles one way to receive special treatment at a Hospital or free standing treatment facility due to a Covered Accident. The treatment must be prescribed by a Doctor and not available locally. This benefit is payable up to three times per Covered Person per Covered Accident and is not payable if Transportation is provided by ambulance or air ambulance.

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**X - Ray** We pay the amount shown in the Schedule of Benefits if a Covered Person receives an X-Ray as the result of Injuries sustained in a Covered Accident. The test must be prescribed by a Doctor and performed in a Doctor's office or a Hospital on an Inpatient or outpatient basis and performed within 90 days of the Covered Accident. This benefit is payable once per Covered Person per Covered Accident.

**Payment of Benefits** For covered loss of life, We pay Your beneficiary described below.

For all other covered losses, We pay You, if You are living. If not, We pay Your beneficiary described below.

We pay all benefits in a lump sum, as soon as We receive proof of loss which is acceptable to Us. This should be sent to Us as soon as possible. In no event will benefits be paid more than sixty days after receipt of proof of loss.

**The Beneficiary** You decide who gets this benefit if You die. Your beneficiary designation should be maintained by Your Employer. You can change Your beneficiary at any time by giving Us written notice, unless You have assigned this insurance. But the change will not take effect until the Employer gives You written confirmation of the change.

If You named more than one person, but didn't tell Us what their shares should be, they will share equally. If someone You named dies before You, that person's share will be divided equally by the beneficiaries still alive, unless You have specified otherwise.

If there is no beneficiary when You die, We will pay this benefit to one of the following: (a) Your estate; (b) Your spouse; (c) Your parents; (d) Your children; or (e) Your brothers and sisters.

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## **Exclusions**

This Plan will not pay benefits for any Injury caused by or related to directly or indirectly:

- Sickness, disease, mental infirmity or medical or surgical treatment.
- Voluntary use of narcotics unless administered under the advice of a physician.
- The Covered Person being legally intoxicated.
- Declared or undeclared war, or act of war.

- Service in the armed forces or auxiliary units, National Guard, or military reserves.
- Taking part in a riot or insurrection.
- Participation in the commission of a felony.
- Treatment rendered or hospital confinement outside the United States.
- Intentional self inflicted Injury.
- Suicide or attempted suicide.
- Travel or flight in any kind of aircraft, including any aircraft owned by or for the policyholder, except as a fare-paying passenger on a common carrier.
- Participation in any kind of sporting activity for compensation or profit, including coaching or officiating.
- Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
- Participation in hang gliding, bungee jumping, sailgliding, parasailing, parakiting, ballooning, parachuting, or skydiving.

B034.0830

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**Schedule of Benefits**

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**Employee And Dependent Accident Coverage**

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EFFECTIVE August 1, 2018 THIS SCHEDULE OF BENEFITS IS ATTACHED TO THE CERTIFICATE. THIS SCHEDULE OF BENEFITS REPLACES ANY PREVIOUSLY ISSUED SCHEDULE OF BENEFITS.

**For limitations regarding the number of benefit payments per covered accident please refer to the BENEFIT section.**

**Benefits**

Accident Emergency Room Treatment	\$175.00
Accident Follow-Up Visit - Doctor	\$50.00 up to 6 treatments
Accidental Death	Yourself: \$25,000.00 Your Spouse: \$12,500.00 Children: \$5,000.00
Accidental Death Common Carrier (addition to death benefit)	200% of the Accidental Death benefit
Accidental Death Common Disaster (addition to death benefit)	200% of the spouse's Accidental Death benefit
Accidental Dismemberment	Limit for all losses due to same accident: \$25,000.00
	Loss of a hand, foot or sight: 50% of Accidental Death benefit
	Multiple Losses of hand, foot or sight: For more than one covered loss due to the same Accident, we will pay 100% of the Accidental Death benefit
	Loss of thumb and index finger of same hand or Loss of four fingers of same hand: 25% of Accidental Death benefit
	Loss of all toes of same foot: 25% of Accidental Death benefit
Accidental Death Seatbelt & Airbag benefit	Seatbelt: \$10,000.00 Seatbelt & Airbag: \$15,000.00
Air Ambulance	\$1,000.00
Ambulance	\$150.00
Appliance	\$125.00
Blood/Plasma/ Platelets	\$300.00

Burn	<u>2nd Degree</u> 18 to 35 square inches: \$1,000.00 over 35: \$3,000.00
	<u>3rd degree</u> 9 to 18 square inches: \$2,000.00 18 to 35 square inches: \$4,000.00 over 35: \$12,000.00
Burn - Skin Graft	50% of burn benefit
Catastrophic Loss	Quadriplegia: 100% of Accidental Death Loss of speech and Hearing (both ears): 100% of Accidental Death Loss of cognitive function: 100% of Accidental Death Hemiplegia: 50% of Accidental Death Paraplegia: 50% of Accidental Death
Child Organized Sport	Additional 20% of payable benefits
Chiropractic Visits	\$25.00 per visit
Coma	\$10,000.00
Concussions	\$75.00
Dislocations	<u>Closed/Open</u>
Hip	\$2,200.00/\$4,400.00
Knee	\$1,100.00/\$2,200.00
Shoulder	\$330.00/\$660.00
Collar bone (sternoclavicular)	\$550.00/\$1,100.00
Collar bone (acromioclavicular and separation)	\$110.00/\$220.00
Ankle or foot	\$880.00/\$1,760.00
Lower jaw	\$330.00/\$660.00
Wrist or elbow	\$330.00/\$660.00
Toe or finger	\$110.00/\$220.00
Bones of the hand	\$330.00/\$660.00
Diagnostic Exam (Major)	\$150.00
Emergency Dental Work	Crown: \$300.00 Extraction: \$75.00
Epidural Anesthesia Pain Management	\$100.00
Eye Injury	\$300.00
Family Care	\$20.00 per day
Fracture	<u>Closed/Open</u>
Skull (depressed)	\$2,750.00/\$5,500.00
Skull (non-depressed)	\$1,100.00/\$2,200.00

Hip, Thigh (femur)	\$1,650.00/\$3,300.00
Vertebrae, body of (excluding vertebrae processes)	\$825.00/\$1,650.00
Pelvis	\$825.00/\$1,650.00
Leg	\$825.00/\$1,650.00
Bones of the face or nose	\$385.00/\$770.00
Upper jaw, maxilla	\$385.00/\$770.00
Upper arm (humerous)	\$385.00/\$770.00
Lower jaw, mandible	\$330.00/\$660.00
Shoulder blade	\$330.00/\$660.00
Vertebral process	\$330.00/\$660.00
Forearm	\$330.00/\$660.00
Kneecap	\$330.00/\$660.00
Foot (except toes)	\$330.00/\$660.00
Ankle	\$330.00/\$660.00
Rib	\$275.00/\$550.00
Coccyx	\$220.00/\$440.00
Finger, toe	\$110.00/\$220.00
Hospital Admission	\$1,000.00
Hospital Confinement	\$165.00 per day
Hospital ICU Admission	\$2,000.00
Hospital ICU Confinement	\$165.00 per day
Initial Physician's office/Urgent care facility treatment	\$75.00
Knee Cartilage	\$500.00
Joint Replacement	Hip: \$2,500.00 Knee: \$1,250.00 Shoulder: \$1,250.00
Laceration	No sutures required: \$25.00 Lacerations less than 5 cm: \$50.00 Lacerations at least 5 cm but less than 15 cm: \$200.00 Lacerations at least 15 cm or more: \$400.00
Lodging	\$125.00 per day
Occupational or Physical Therapy	\$25.00 per day
Prosthetic Device/Artificial Limb	1: \$500.00 2 or more: \$1,000.00
Reasonable Accommodation to Home or Vehicle	\$2,500.00
Rehabilitation Unit Confinement	\$150.00 per day

Ruptured Disc With Surgical Repair	\$500.00
Surgery	Cranial, open-abdominal or thoracic: \$1,250.00 Hernia \$150.00
Surgery - Exploratory or Arthroscopic	\$250.00
Tendon/Ligament/Rotator Cuff	1: \$500.00 2 or more: \$1,000.00
Transportation	\$500.00
X - Ray	\$30.00
GC-SCH-ACC-12-NY	B034.0843

## Changes To Coverage

**Changes In Coverage Amounts** If You are not Actively At Work on a Full-Time basis, any change in Your amount of coverage or the amount of coverage on a covered dependent will not become effective prior to the date You return to Active Work on a Full-Time basis.

**Changes In Insurance Classification** If Your classification changes, coverage will not be changed to the new amount until the first day on which You are: (1) Actively At Work on a Full-Time basis; and (2) make a contribution, if required, for the new classification.

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 30 days of the change. If You do not make the required contribution within 30 days of the change or within 30 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change until You make the required contribution for the new amount.

GC-SCH-ACC-12-NY B034.0859



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## CERTIFICATE RIDER

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Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of the applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends this Plan by the addition of the following:

**Domestic Partners:** This term means an opposite or same sex partner who has met all of the following requirements for at least 12 months: (1) resides with the Covered Person; (2) shares financial assets and obligations with the Covered Person; (3) is not related by blood to the Covered Person to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which they reside; and (5) neither the Covered Person or Domestic Partner is married to anyone else, nor has any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**Spouse:** This term means Your lawful spouse, which shall include the marriage between opposite or same-sex partners legally performed in other jurisdictions. This term shall also include registered Domestic Partners.

This rider is a part of this Certificate. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

**The Guardian** Life Insurance Company of America



Raymond Marra, Senior Vice President, Group and Worksite Markets

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## CERTIFICATE RIDER

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Effective August 1, 2018 or the effective date of the Employee's Plan, whichever is later, this rider amends this Plan by the addition of the following:

### PORTABILITY PRIVILEGE

**Note** This rider does not apply to residents of Kansas, Maine or South Dakota.

**Definition** As used in this provision, the terms "port" and "to port" mean to choose a portable Plan of coverage which provides group Accident coverage.

**Portability Conditions** Portability is subject to all of the conditions described below.

- You may port if Your coverage or coverage for any of Your dependents under this Plan ends because You: (1) have terminated employment; or (2) stop being a member of an eligible class of Employees; or (3) this Plan ends.
- You may **not** port Your coverage if You have reached age 70 on the date coverage under this Plan ends.
- You may **not** port coverage for any of Your dependents if he or she has reached age 70 on the date coverage under this Plan ends.
- You may **not** port if coverage under this Plan ends due to failure to pay any required premium.

**Portability Options** You may port: (1) Your coverage only; (2) Your coverage and the coverage of Your covered spouse; (3) Your coverage and the coverage of all of Your covered dependents; or (4) if You are a single parent, Your coverage and the coverage of all of Your covered dependent children. No other combinations will be allowed.

A dependent must be covered as of the date Your coverage under this Plan ends in order to be eligible for portability.

If You die while covered for dependent Accident coverage, Your spouse may port Your dependent Accident coverage as described above. Your spouse and dependent children must be covered under this Plan on the date of Your death. But, this option is not available if: (1) there is no surviving spouse; or (2) Your surviving spouse has reached age 70 on the date of Your death.

**The Portable Plan Of Coverage** The portable Plan of coverage provides group Accident coverage. The benefits provided by the portable Plan of coverage are the same as the benefits provided by this Plan.

The premium for the portable Plan of coverage will be based on: (1) Your rate class under this Plan; and (2) Your or Your surviving spouse's age bracket as shown in the Accident Portability Coverage Premium Notice.

**How To Port** You or Your surviving spouse must: (1) apply to Us in writing; and (2) pay the required premium. You or Your surviving spouse must do this within 31 days from the date Your coverage under this Plan ends. We will not ask for proof that You or Your surviving spouse are in good health.

This rider is a part of this Plan. Except as stated in this rider, nothing contained in this rider changes or affects any other terms of this Certificate.

**The Guardian** Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

GC-R-ACCPORT-12

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## STATEMENT OF ERISA RIGHTS

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As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- (a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions By Plan Fiduciaries**

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

## Statement of Erisa Rights (Cont.)

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**Enforcement Of Your Rights** If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a state or Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110.00 a day until you receive the material, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

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

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## Group Health Benefits Claims Procedure

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If you seek benefits under the plan you should complete, execute and submit a claim form. Claim forms and instructions for filing claims may be obtained from the Plan Administrator.

Guardian is the Claims Fiduciary with discretionary authority to determine eligibility for benefits and to construe the terms of the plan with respect to claims. Guardian has the right to secure independent professional healthcare advice and to require such other evidence as needed to decide your claim.

In addition to the basic claim procedure explained in your certificate, Guardian will also observe the procedures listed below. These procedures are the minimum requirements for benefit claims procedures of employee benefit plans covered by Title 1 of the Employee Retirement Income Security Act of 1974 ("ERISA").

**Definitions** "Adverse Benefit Determination" means any denial, reduction or termination of a benefit or failure to provide or make payment (in whole or in part) for a benefit.

"Group Health Benefits" means any accident, cancer, critical illness, specified disease or hospital indemnity coverages which are a part of this plan.

**Timing For Initial Benefit Determination** The benefit determination period begins when a claim is received. Guardian will make a benefit determination and notify a claimant within a reasonable period of time, but not later than the maximum time period shown below. A written or electronic notification of any adverse benefit determination must be provided.

**Claims.** Guardian will provide a benefit determination not later than 30 days after receipt of a claim. If a claimant fails to provide all information needed to make a benefit determination, Guardian will notify the claimant of the specific information that is needed as soon as possible but no later than 30 days after receipt of the claim.

The time period for completing a benefit determination may be extended by up to 15 days if Guardian determines that an extension is necessary due to matters beyond the control of the plan, and so notifies the claimant before the end of the initial 30-day period.

If Guardian extends the time period for making a benefit determination due to a claimant's failure to submit information necessary to decide the claim, the claimant will be given at least 45 days to provide the requested information. The extension period will begin on the date on which the claimant responds to the request for additional information.

**Adverse Benefit Determination** If a claim is denied, Guardian will provide a notice that will set forth:

- the specific reason(s) for the adverse determination;
- reference to the specific plan provision(s) on which the determination is based;

## Group Health Benefits Claims Procedure (Cont.)

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- a description of any additional material or information necessary to make the claim valid and an explanation of why such material or information is needed;
- a description of the plan's claim review procedures and the time limits applicable to such procedures, including a statement indicating that the claimant has the right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination;
- identification and description of any specific internal rule, guideline or protocol that was relied upon in making an adverse benefit determination, or a statement that a copy of such information will be provided to the claimant free of charge upon request.

### **Appeal of Adverse Benefit Determinations**

If a claim is wholly or partially denied, the claimant will have up to 180 days to make an appeal.

Guardian will conduct a full and fair review of an appeal which includes providing to claimants the following:

- the opportunity to submit written comments, documents, records and other information relating to the claim;
- the opportunity, upon request and free of charge, for reasonable access to, and copies of, all documents, records and other information relating to the claim; and
- a review that takes into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In reviewing an appeal, Guardian will:

- provide for a review conducted by a named fiduciary who is neither the person who made the initial adverse determination nor that person's subordinate;
- in deciding an appeal based upon a medical judgment, consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- identify medical or vocational experts whose advice was obtained in connection with an adverse benefit determination; and
- ensure that a health care professional engaged for consultation regarding an appeal based upon a medical judgment shall be neither the person who was consulted in connection with the adverse benefit determination, nor that person's subordinate.

Guardian will notify the claimant of its decision regarding review of an appeal as follows:

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## Group Health Benefits Claims Procedure (Cont.)

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**Claims.** Guardian will notify the claimant of its decision not later than 60 days after receipt of the request for review of the adverse benefit determination.

**Alternative Dispute Options** The claimant and the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact the local U.S Department of Labor Office and the State insurance regulatory agency.

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## Termination of This Group Plan

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Your *employer* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *employer* fails to pay a premium due by the end of this grace period.

We may have the option to terminate this *plan* if the number of people insured falls below a certain level.

When this *plan* ends, you may be eligible to continue your insurance coverage. Your rights upon termination of the *plan* are explained in this booklet.

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**GUARDIAN<sup>SM</sup>**

**The Guardian Life Insurance  
Company of America**

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