## CERTIFICATE OF COVERAGE

## 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 March 1, 2016. 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.

## **GROUP ACCIDENT COVERAGE**

Guardian certifies that the Member to whom this Certificate is issued is entitled to the benefits described herein. However, the Member 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 Member under this Plan; and (c) all required premium payments must have been made by or on behalf of the Member.

The Member 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: FINANCIAL SERVICES INSTITUTE INC

Group Policy Number: 00522587

Limited Benefit, Please Read Carefully

The Guardian Life Insurance Company of America

Vice President, Risk Mgt. & Chief Actuary

Stuart

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## **DEFINITIONS**

## 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.

## Facility

Alternate Care 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.

## Coma

This term means a state of complete mental unresponsiveness, due to Injury, with no evidence of appropriate responses to stimulation, as diagnosed by a Doctor.

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 same or opposite sex spouse or 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 a Member 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 Member 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.

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.

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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. is duly licensed by the agency responsible for licensing such Hospitals; and
- 6. 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;
- 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 Member 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.

#### Member

This term means a Member in good standing as determined by the Policyholder.

## Dependent

Newly Acquired 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 Registerd (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

This term means medical services that a Covered Person receives when not **Treatment** 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.

Policyholder

This term means FINANCIAL SERVICES INSTITUTE INC

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 Member.

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## **GENERAL PROVISIONS**

## **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.

## **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.

## 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 Policyholder had with another insurer, We may rescind the Plan based on misrepresentations made by the Policyholder or a Member 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 Policyholder or Us.

## **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.

Any provision of this policy which, on its effective date, is in conflict with the statutes of the jurisdiction in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

## **Accident Claim Provisions**

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. 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 90 days of the

Late Notice Or 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 immediately as soon as We receive written 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 three years from the date written proof of loss is required to be given.

## 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 - MEMBER COVERAGE

## Eligible Members

## Eligible Members

Subject to the conditions of eligibility set forth below, and to all of the other conditions of this Plan, You are eligible if You are in an eligible class of Members and are: (1) an active Full-Time Member.

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

## Conditions Of Eligibility

## Eligibility

Conditions Of You are eligible for Accident coverage if You are reported as a Member in good standing by the Policyholder.:

## 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 Plan after You complete the service waiting period, if any, established by the Policyholder.

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## When Member Coverage Starts

## When Member **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 Your Eligibility Date. 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 on the date You sign Your enrollment form.

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## When Member Coverage Ends

Your coverage will end on the first of the following dates:

- The date you are no longer a Member in good standing.
- The date You stop being an eligible Member under this Plan.
- The date You are no longer residing in the United States.
- The date this group Plan ends, or is discontinued for a class of Members to which You belong.
- The last day of the period for which required payments are made for You.

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## ELIGIBILITY FOR ACCIDENT COVERAGE - DEPENDENT COVERAGE

## Eligible Dependents For Dependent Accident Coverage

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

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

## Adopted Children And Step-Children

## Adopted Children And Step-Children

Your "unmarried dependent children" include Your legally adopted children and Your step-children. But, Your step-children must depend on You for most of their support and maintenance. We treat a child as legally adopted from the time the child is placed in Your home for the purpose of adoption. We treat such a child this way whether or not a final adoption order is ever issued.

## **Dependents Not Eligible**

## Eligible

Dependents Not 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 a Member.

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

## Handicapped Children

## Handicapped Children

You may have an unmarried child who is: (a) incapable of self-sustaining employment by reason of a mental or physical handicap or developmental disability; 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 Member coverage, or enroll for Member 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 Your Eligibility Date and the date You become covered for Member coverage.

If You do this after Your Eligibility Date, the coverage is scheduled to start on the date You become covered for Member 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) 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) 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

Dependent coverage ends for all of Your dependents when Your Member coverage ends. Dependent coverage also ends for all of Your dependents when You stop being a member of a class of Members eligible for such coverage. And, it ends when this Plan ends, or when dependent coverage is dropped from this Plan for all Members 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.

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## ACCIDENT COVERAGE

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-DC, 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-DC.

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.

## 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.

## Accident Emergency Room Treatment

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.

## Accident Follow-Up Visit - Doctor

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 60 days of a Covered Accident and be completed within 365 days.

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## Accidental Death

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.

## Accidental Death Common Carrier

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.

## Common Disaster

Accidental Death 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 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".

We will not pay more than \$50,000.00 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 uses an appliance is prescribed 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. Use of the appliance must begin within 90 days of Covered Accident. This benefit is payable once per a Covered Person per Covered Accident.

Blood / Plasma / We pay the amount shown in the Schedule of Benefits if as the result of a Platelets 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.

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.

Burn - Skin Graft 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.

## 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.

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## Child Organized

We pay the additional amount shown on the Schedule of Benefits if the Sport 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.

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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 60 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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#### Coma

We pay the amount shown in the Schedule of Benefits if as the result of a Covered Accident a Covered Person is in a Coma lasting at least 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.

#### 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 suffer 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 60 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.

## Eve 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 30 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 30 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 **Facility Treatment**

We pay the amount shown in the Schedule of Benefits if a Covered Person Office/Urgent Care 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 30 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 performed 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. The Injury must be treated by a Doctor within 60 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.

## Physical Therapy

Occupational or 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 60 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

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 Limb 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 pavable 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

We pay the amount shown in the Schedule of Benefits for a required Accommodation to modification made to a Covered Person's place of residence or vehicle if the Home or Vehicle Covered Person suffers an Accidental Dismemberment or Catastrophic Loss due to a Covered Accident. The modification must be made within two years of the Covered Accident and is payable once per Covered Person per Covered Accident.

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## Confinement

Rehabilitation Unit 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 60 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 30 days of Covered Accident and surgery must be performed within 60 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 60 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 60 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.

### The Beneficiary

You decide who gets this benefit if You die. Your beneficiary designation should be maintained by Your Policyholder. 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 Policyholder 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 any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for a Covered Person by a Doctor, and (2) it was used as prescribed. In the case of a non-prescription drug, this Plan does not pay for any Accident resulting from or contributed to by use in a manner inconsistent with package instructions. "Controlled substance" means anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.
- The Covered Person being legally intoxicated.
- Declared or undeclared war, act of war, or armed aggression.
- Service in the armed forces, National Guard, or military reserves of any state or country.
- Taking part in a riot or civil disorder.

- · Commission of, or attempt to commit a felony.
- Treatment rendered or hospital confinement outside the United States or Canada.
- Intentionally self inflicted Injury, while sane or insane.
- Suicide or attempted suicide, while sane or insane.
- 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.
- Job related or on the job injuries.
- An Accident that occurred before the Covered Person is covered by this Plan.
- Injuries to a dependent child received during the birth.

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### **Grievance Procedures External Review**

If You or Your representative does not agree with the handling of a claim or has any other grievance, You may file a request for an external review. Requests should be sent to the Commissioner. This must be done within 30 business days after the date of receipt of a grievance decision rendered in a formal review. If the request is accepted by the Commissioner, an external review will be conducted by an Independent Review Organization (IRO). Within 5 business days of Our receipt of the IRO's recommendation, a written report will be submitted to You or Your representative and the Commissioner indicating Our decision with respect to the IRO's recommendation.

The Commissioner may refer matters not within his or her jurisdiction to any other appropriate federal or District government agency for disposition or resolution.

If You are dissatisfied with the resolution reached through the insurer's internal grievance system regarding medical necessity, You may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases, District of Columbia Department of Health Care Finance Office of the Health Care Ombudsman and Bill of Rights

899 North Capital Street, N.E.

6th Floor

Washington, D.C. 20002 Phone: 1-877-685-6391 Fax: 1-202-478-1397

If You are dissatisfied with the resolution reached through the insurer's internal grievance system regarding all other grievances, You may contact the Commissioner at the following

For Non-Medical Necessity cases, Commissioner William P. White, Commissioner
Department of Insurance, Securities and Banking
810 First Street, NE 7th Floor
Washington, D.C. 20002

Phone: 1-202-727-8000 Fax: 1-202-354-1085

#### **Definitions**

"Commissioner" means the Commissioner of Insurance.

"Grievance" means a written request by You or a person on Your behalf for review of Guardian's decision to deny, reduce, limit, terminate or delay Your covered health care services.

"Grievance Decision" means a determination accepting or denying the basis or requested remedy of the grievance.

"Independent Review Organization (IRO)" means an impartial, certified health entity engaged by the Commissioner or the Director to review any adverse grievance decision made by Guardian.

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## SCHEDULE OF BENEFITS

## Member And Dependent Accident Coverage

EFFECTIVE March 1, 2016 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 \$200.00

Accident Follow-Up Visit - Doctor \$75.00 up to 6 treatments

Accidental Death Yourself: \$50,000.00

Your Spouse: \$25,000.00

Children: \$5,000.00

Accidental Death Common Carrier 200% of the Accidental Death benefit

Accidental Death Common Disaster 200% of the spouse's

Accidental Death benefit

Limit for all losses due to same accident: Accidental Dismemberment

\$50,000,00

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 \$1,500.00

**Ambulance** \$200.00

\$125.00 **Appliance** 

Blood/Plasma/ Platelets \$300.00 Burn <u>2nd Degree</u>

18 to 35 square inches: \$1,000.00

over 35: \$3,000.00

3rd degree

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 \$50.00 per visit

Coma \$12,500.00

Concussions \$100.00

Dislocations <u>Closed/Open</u>

Hip \$2,400.00/\$4,800.00

Knee \$1,200.00/\$2,400.00

Shoulder \$360.00/\$720.00

Collar bone (sternoclavicular) \$600.00/\$1,200.00

Collar bone (acromioclavicular and separation) \$120.00/\$240.00

Ankle or foot \$960.00/\$1,920.00

Lower jaw \$360.00/\$720.00

Wrist or elbow \$360.00/\$720.00

Toe or finger \$120.00/\$240.00

Bones of the hand \$360.00/\$720.00

Diagnostic Exam (Major) \$200.00

Emergency Dental Work Crown: \$400.00

Extraction: \$100.00

Epidural Anesthesia Pain Management \$100.00

Eye Injury \$300.00

Family Care \$20.00 per day

Fracture <u>Closed/Open</u>

Skull (depressed) \$3,000.00/\$6,000.00

Skull (non-depressed) \$1,200.00/\$2,400.00

Hip, Thigh (femur) \$1,800.00/\$3,600.00

| Vertebrae, body of (excluding vertebrae processes)                 | \$900.00/\$1,800.00                      |  |  |  |
|--|--|--|--|--|
| Pelvis   | \$900.00/\$1,800.00                      |  |  |  |
| Leg  | \$900.00/\$1,800.00                      |  |  |  |
| Bones of the face or nose  | \$420.00/\$840.00                        |  |  |  |
| Upper jaw, maxilla   | \$420.00/\$840.00                        |  |  |  |
| Upper arm (humerous)   | \$420.00/\$840.00                        |  |  |  |
| Lower jaw, mandible  | \$360.00/\$720.00                        |  |  |  |
| Shoulder blade   | \$360.00/\$720.00                        |  |  |  |
| Vertebral process  | \$360.00/\$720.00                        |  |  |  |
| Forearm  | \$360.00/\$720.00                        |  |  |  |
| Kneecap  | \$360.00/\$720.00                        |  |  |  |
| Foot (except toes)   | \$360.00/\$720.00                        |  |  |  |
| Ankle  | \$360.00/\$720.00                        |  |  |  |
| Rib  | \$300.00/\$600.00                        |  |  |  |
| Coccyx   | \$240.00/\$480.00                        |  |  |  |
| Finger, toe  | \$120.00/\$240.00                        |  |  |  |
| Hospital Admission   | \$1,250.00                               |  |  |  |
| Hospital Confinement   | \$250.00 per day                         |  |  |  |
| Hospital ICU Admission   | \$2,500.00                               |  |  |  |
| Hospital ICU Confinement   | \$500.00 per day                         |  |  |  |
| Initial Physician's office/Urgent care facility treatment \$100.00 |  |  |  |  |
| Knee Cartilage   | \$750.00                                 |  |  |  |
| Joint Replacement  | Hip: \$3,500.00                          |  |  |  |
|  | Knee: \$1,750.00<br>Shoulder: \$1,750.00 |  |  |  |
| Lacerations<br>Lacerations at least 5 cm but le                    | ·  |  |  |  |
|  | 15 cm or more: \$500.00                  |  |  |  |
| Lodging  | \$150.00 per day                         |  |  |  |
| Occupational or Physical Therapy                                   | \$35.00 per day                          |  |  |  |
| Prosthetic Device/Artificial Limb                                  | 1: \$750.00<br>2 or more: \$1,500.00     |  |  |  |
| Reasonable Accommodation to Home or Vehicle                        | \$2,500.00                               |  |  |  |
| Rehabilitation Unit Confinement                                    | \$150 per day                            |  |  |  |

Ruptured Disc With Surgical Repair

\$750.00

Surgery Cranial, open-abdominal or thoracic: \$1,500.00

Hernia \$200.00

Surgery - Exploratory or Arthroscopic \$350.00

Tendon/Ligament/Rotator Cuff 1: \$750.00

2 or more: \$1,500.00

Transportation \$600.00

X - Ray \$40.00

GC-SCH-ACC-12-DC B053.1000-R

## Changes To Coverage

## Coverage Amounts

Changes In 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.

## Insurance Classification

Changes In 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-DC B053.1024-R

## **CERTIFICATE RIDER - Domestic Partners**

Effective March 1, 2016 or the effective date of the Member's Certificate, whichever is later, the Dependent Coverage section of the Accident Coverage Certificate is amended by the addition of the following:

Limited Benefits, Please Read Carefully

### **Domestic Partners**

Your domestic partner will be treated as a spouse and will be eligible for Accident coverage under this Plan. Coverage will be subject to the domestic partner written requirements, if any, established by the Policyholder and in accordance with any applicable state law. In the absence of such requirements, coverage will be subject to the conditions shown below and all the terms of this Plan.

Domestic partners that are registered with the District of Columbia must assert that they have completed the required Domestic Partnership Registration Form (DC Law 9-114) and have received a certificate of domestic partnership under the Health Care Benefits Expansion Act of 1992.

For those domestic partners that have not registered with the District of Columbia, both You and Your domestic partner must meet all of the following conditions: (1) be at least 18 years of age; (2) be unmarried and constitute each other's sole domestic partner; (3) not have had another domestic partner in the last 12 months; (4) share the same permanent address for at least 12 months in a row and intend to do so indefinitely; (5) share joint financial responsibility for basic living expenses(which include food, shelter, and medical expenses); (6) not be related by blood to a degree that would prohibit marriage in Your state of residence; and (7) be financially interdependent.

Your domestic partner's dependent children will be eligible for coverage under this Plan on the same basis as if the children were Your dependent children.

Coverage for Your domestic partner and his or her dependent children ends when he or she no longer meets the qualifications of a domestic partner as shown above. When a domestic partnership ends, You may not enroll another domestic partner for a period of 12 months.

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

Stuat J Shaw Vice President, Risk Mgt. & Chief Actuary

B053.1026-R

GC-R-ACCDP-12-DC

## **CERTIFICATE RIDER - Portability Privilege**

Effective March 1, 2016 or the effective date of the Member's Certificate, whichever is later, this rider amends this Certificate 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 certificate 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 Members; 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 Certificate Of Coverage

The portable certificate of coverage provides group Accident coverage. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this Plan.

The premium for the portable certificate of coverage will be based on: (1) the Covered Person's 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 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

Stuat J Shaw Vice President, Risk Mgt. & Chief Actuary

GC-R-ACCPORT-12 B053.1078-R

## **Termination of This Group Plan**

Your *Policyholder* may terminate this group *plan* at any time by giving us 31 days advance written notice. This *plan* will also end if your *Policyholder* 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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