



**Nantworks LLC**

Your Critical Illness Plan

Policy No. 974181 011

Underwritten by Unum Insurance Company

1/15/2025





**Unum Insurance Company**  
2211 Congress Street  
Portland, ME 04122  
(877) 225-2712  
[services.unum.com](http://services.unum.com)

---

## Group Critical Illness Insurance Certificate of Coverage

---

**Policyholder:** Nantworks LLC  
**Policy Number:** 974181 011  
**Policy Effective Date:** January 1, 2025  
**Policy Anniversary:** January 1  
**Governing Jurisdiction:** California

This Certificate of Coverage (the "certificate") is issued to you under the policy which is a contract between us and the Policyholder. If the provisions of this certificate conflict with the provisions of the policy, the provisions of the policy will govern. The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, the laws of other states and the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

**This certificate provides benefits under a non-participating policy. This is a supplement to health insurance. It is not a substitute for essential health benefits or minimum essential coverage as defined in federal law.**

**This certificate contains proof of loss requirements, limitations, exclusions, and other provisions that may reduce benefits or prevent an Insured from receiving benefits under this certificate. Please read your certificate carefully and keep it in a safe place.**

### **[Cancer Benefits Disclosure**

**The Cancer Condition Definitions in the Critical Illness Details section of this certificate describe what is covered and what is excluded from consideration as a covered Cancer condition.**

**Not all Cancer conditions are payable at the same benefit level. This certificate pays a reduced amount for the Non-Invasive Cancer and Limited Skin Cancer benefits.]**

Glossary defined terms found within this certificate have been capitalized and can be found in the Glossary section.

If you have any questions about provisions of this certificate, please contact your Employer, or you may contact us at (877) 225-2712 Monday through Friday 8 a.m. to 8 p.m. Eastern Standard Time.

## Consumer Complaint Notice

If you are a resident of New Mexico, your coverage will be administered in accordance with the minimum applicable standards of New Mexico law. If you have concerns regarding a claim, premium, or other matters relating to this coverage, you may file a complaint with the New Mexico Office of Superintendent of Insurance (OSI) using the complaint form available on the OSI website and found at: <https://www.osi.state.nm.us/ConsumerAssistance/index.aspx>.

<b>Critical Illness Highlights</b>	<b><a href="#">4</a></b>
Eligible Group(s)	<a href="#">4</a>
Paying for Coverage	<a href="#">4</a>
Coverage Amount	<a href="#">4</a>
Benefit Amount	<a href="#">4</a>
Certificate Riders	<a href="#">4</a>
Covered Conditions	<a href="#">4</a>
<b>Critical Illness Details</b>	<b><a href="#">6</a></b>
Covered Condition Benefit	<a href="#">6</a>
Reoccurring Condition Benefit	<a href="#">6</a>
Covered Conditions	<a href="#">6</a>
Critical Illnesses	<a href="#">6</a>
Cancer	<a href="#">8</a>
Supplemental Critical Illnesses	<a href="#">9</a>
Progressive Diseases	<a href="#">13</a>
Additional Benefits	<a href="#">15</a>
Additional Critical Illnesses for your Children	<a href="#">16</a>
<b>Critical Illness Details   Exclusions and Limitations</b>	<b><a href="#">19</a></b>
<b>Continuity of Coverage</b>	<b><a href="#">20</a></b>
<b>Start of Coverage</b>	<b><a href="#">22</a></b>
<b>End of Coverage</b>	<b><a href="#">24</a></b>
<b>Claim Provisions</b>	<b><a href="#">26</a></b>
<b>General Provisions</b>	<b><a href="#">28</a></b>
<b>Glossary</b>	<b><a href="#">30</a></b>
<b>State Requirements</b>	<b><a href="#">36</a></b>

## Critical Illness Highlights

Critical Illness Insurance provides financial protection for an Insured by paying a lump-sum benefit if the Insured is diagnosed with a Covered Condition payable under this certificate.

This section includes highlights of an Insured's coverage. Please refer to the **Critical Illness Details** for further information on the benefits available.

### Eligible Group(s)

All Eligible Employees in Active Employment in the United States working a minimum of 30 hours per week.

### Paying for Coverage

*For you*

*Contributory Coverage*

You must make premium contributions for your coverage.

*For your Spouse*

*Contributory Coverage*

You must make premium contributions for your Spouse's coverage.

*For your Children*

Coverage for your Children is automatically included in the cost of your coverage.

### Coverage Amount

The following Coverage Amounts are available to you. If you choose to apply and become insured for coverage, your Children will automatically be enrolled for coverage. You will also have the opportunity to apply for coverage for your Spouse.

For You	For your Spouse	For your Children
A minimum of \$10,000 to a maximum of \$40,000, in \$10,000 increments	50% of your Coverage Amount	50% of your Coverage Amount

### Benefit Amount

The Benefit Amount is the amount an Insured may receive for a Payable Claim. The Benefit Amount is calculated using the Insured's Coverage Amount multiplied by the Percentage of Coverage Amount for the Covered Condition, subject to all other terms and provisions of this certificate.

The Percentage of Coverage Amount payable for each Covered Condition is listed in the Critical Illness Details section.

Any dollar amount listed under the Percentage of Coverage Amount will be the Benefit Amount payable for that Covered Condition.

### Certificate Riders

The following riders are attached to this certificate:

Be Well Benefit

Portability of Critical Illness Insurance

## Covered Conditions

### Covered Conditions for you, your Spouse, and Children:

#### Critical Illnesses

Coronary Artery Disease (Major)	Major Organ Failure Requiring Transplant
Coronary Artery Disease (Minor)	Stroke
End Stage Renal (Kidney) Failure	Sudden Cardiac Arrest
Heart Attack (Myocardial Infarction)	

#### Cancer

Invasive Cancer (including all Breast Cancer)	Non-Invasive Cancer
Limited Skin Cancer	

## Critical Illness Highlights

### Supplemental Critical Illnesses

Benign Brain Tumor	Loss of Speech
Bone Marrow or Stem Cell Transplant	Occupational Post-Traumatic Stress Disorder (PTSD)
Coma	Permanent Paralysis
Infectious Disease ( Requiring Hospitalization)	Pulmonary Embolism
Loss of Hearing	Transient Ischemic Attack (TIA)
Loss of Sight	
Addison's Disease	Multiple Sclerosis (MS)
Amyotrophic Lateral Sclerosis (ALS)	Muscular Dystrophy
Dementia (including Alzheimer's Disease)	Myasthenia Gravis
Huntington's Disease	Parkinson's Disease
Lupus	Systemic Sclerosis (Scleroderma)

### Progressive Diseases

### Additional Benefits

Building Benefit	Hospital Admission due to Complications of Pregnancy
Cancer Treatment and Care	

### Covered Conditions for your Children:

### Additional Critical Illnesses for your Children

Cerebral Palsy	Down Syndrome
Cleft Lip or Palate	Sickle Cell Anemia
Congenital Heart Disease	Spina Bifida
Cystic Fibrosis	Type 1 Diabetes

## Critical Illness Details

The information in this section provides details about the benefits that may be payable, any applicable Exclusions and Other Features included in an Insured's coverage.

Benefits will only be payable for an Insured's Covered Conditions that have a Date of Diagnosis on or after the Insured's Coverage Effective Date.

### Covered Condition Benefit

The Covered Condition Benefit is payable once per Covered Condition per Insured.

We will pay a Covered Condition Benefit for a different Covered Condition if:

- the new Covered Condition is medically unrelated to the first Covered Condition; or
- the Date of Diagnoses are separated by more than 180 days.

If an Insured's diagnosis satisfies the Condition Definition and Date of Diagnosis requirements for more than one Covered Condition, we will pay the Covered Condition with the highest Percentage of Coverage Amount.

### Reoccurring Condition Benefit

We will pay the Reoccurring Condition Benefit for the diagnosis of the same Covered Condition if the Covered Condition Benefit was previously paid and the new Date of Diagnosis is more than 180 days after the prior Date of Diagnosis.

The Benefit Amount for any Reoccurring Condition Benefit is 100% of the Percentage of Coverage Amount for that Covered Condition.

The following Covered Conditions are eligible for a Reoccurring Condition Benefit:

Post-Traumatic Stress Disorder (PTSD)	Infectious Disease (Requiring Hospitalization)
Benign Brain Tumor	Invasive Cancer (including all Breast Cancer)
Bone Marrow or Stem Cell Transplant	Major Organ Failure Requiring Transplant
Coma	Non-Invasive Cancer
Coronary Artery Disease (Major)	Pulmonary Embolism
Coronary Artery Disease (Minor)	Stroke
End Stage Renal (Kidney) Failure	Sudden Cardiac Arrest
Heart Attack (Myocardial Infarction)	Transient Ischemic Attack (TIA)

## Covered Conditions

### Critical Illnesses

#### Coronary Artery Disease (Major)

##### Condition Definition

A narrowing or blockage of one or more coronary arteries resulting from plaque buildup.

##### Date of Diagnosis

The date a Physician confirms that the narrowing or blockage requires the Insured undergo a Surgical Procedure for an Abdominal Aortic Aneurysm, Coronary Artery Bypass Graft, or valve replacement.

50%

#### Coronary Artery Disease (Minor)

##### Condition Definition

A narrowing or blockage of one or more coronary arteries resulting from plaque buildup.

##### Date of Diagnosis

The date a Physician confirms that the narrowing or blockage

10%



requires [the Insured] undergo one of the following procedures:

- a catheterization procedure of balloon angioplasty;
- stent placement;
- atherectomy;
- automatic implantable (or internal) cardioverter defibrillator (AICD);
- laser angioplasty;
- pacemaker placement;
- thrombectomy.

**End Stage Renal (Kidney) Failure**

*Condition Definition*

A chronic irreversible failure of the function of both kidneys.

**100%**

*Date of Diagnosis*

The earliest date:

- a Physician recommends regular hemodialysis or peritoneal dialysis to sustain life;
- the Insured has a kidney transplant performed; or
- the Insured is placed on the UNOS (United Network for Organ Sharing) list for a kidney transplant.

**Heart Attack (Myocardial Infarction)**

*Condition Definition*

The death of a portion of heart muscle (myocardium) as a result of obstruction of one or more of the coronary arteries. A positive diagnosis of a heart attack must occur and must be supported by two or more of the following:

- chest pain;
- electrocardiographic (EKG) changes indicative of a heart attack;
- elevation of biochemical markers of myocardial necrosis; or
- confirmatory imaging studies.

**100%**

For purposes of this benefit, the following do not meet the Condition Definition of Heart Attack:

- angina;
- atherosclerotic heart disease;
- cardiac arrest (including arrhythmias);
- congestive heart failure;
- Coronary Artery Disease; and
- any other disease, Injury, or dysfunction of the cardiovascular system.

If a heart attack results in death, an autopsy confirmation or death certificate verifying the heart attack as the cause of death will be accepted.

*Date of Diagnosis*

The date the death of a portion of the heart muscle occurred based on the criteria listed under the Heart Attack Condition Definition.

**Major Organ Failure Requiring Transplant**

*Condition Definition*

Failure of the heart, liver, both lungs, or pancreas resulting in the Insured being placed on the UNOS (United Network for Organ Sharing) list for a transplant.

**100%**

If an Insured is on the UNOS list for a combined transplant (example: heart and lung), a single benefit will be paid.

*Date of Diagnosis*

The date the Insured is placed on the UNOS list for organ transplant(s).

**Critical Illness Details****Stroke****Condition Definition****100%**

The sudden death of brain cells due to lack of oxygen, caused by blockage of blood flow or rupture of an artery to the brain.

For purposes of this benefit, the following do not meet the Condition Definition of Stroke:

- Transient Ischemic Attack;
- brain injury associated with hypoxia, anoxia, or hypotension;
- brain injury related to trauma or infection;
- ischemic disorders of the vestibular system; and
- vascular disease affecting the eye or optic nerve.

If a stroke results in death, an autopsy confirmation or death certificate verifying the stroke as the cause of death will be accepted.

**Date of Diagnosis**

The date a Stroke occurs and the diagnosis must be supported by:

- neurological deficits persisting for at least 30 days after the Stroke including but not limited to impaired motor function, altered sensation, vision loss, difficulty swallowing, or Cognitive Impairment confirmed by a Physician; and
- confirmatory neuroimaging studies consistent with the diagnosis of a new Stroke.

**Sudden Cardiac Arrest****Condition Definition****100%**

The sudden, unexpected loss of heart function in which the heart, abruptly and without warning, stops working as a result of an internal electrical system heart malfunction due to Coronary Artery Disease, cardiomyopathy, or hypertension.

For purposes of this benefit, a Heart Attack (Myocardial Infarction) does not meet the Condition Definition of Sudden Cardiac Arrest.

**Date of Diagnosis**

The date the pumping action of the heart fails based on the Sudden Cardiac Arrest Condition Definition.

**Cancer****Percentage of Coverage Amount****Invasive Cancer (Including all Breast Cancer)****Condition Definition****100%**

A disease which is identified by the presence of malignant cells or a malignant tumor characterized by the uncontrolled and abnormal growth and spread of invasive malignant cells. We rely on the Physician's diagnosis to determine whether the cancer meets this Condition Definition.

For purposes of this benefit, the following meet the Condition Definition of Invasive Cancer:

- Leukemia;
- Lymphoma;
- Any cancer of the breast, including breast cancer classified as In Situ (Stage 0);
- Invasive melanomas.

For purposes of this benefit, the following do not meet the Condition Definition of Invasive Cancer:

- Limited Skin Cancer;
- pre-malignant conditions or conditions with malignant potential;

## Critical Illness Details

- benign tumors or polyps; and
- cancer that has not yet become invasive, typically classified as In Situ (Stage 0).

### *Date of Diagnosis*

The date the tissue specimen, blood samples or titer(s) are taken on which the diagnosis of Invasive Cancer is based.

Any subsequent Date of Diagnosis for Invasive Cancer must follow a period of at least 180 days where the Insured has had no evidence of disease or treatment for cancer. Evidence of disease or treatment does not include preventive medications or routine scheduled follow-up visits to a Physician.

If the Insured is diagnosed with Non-Invasive Cancer after the Coverage Effective Date and receives a benefit, and that cancer spreads and meets the Condition Definition for Invasive Cancer, we will pay the difference in Percentage of Coverage Amount.

### **Non-Invasive Cancer**

#### *Condition Definition*

**25%**

A malignant tumor typically classified as In Situ (Stage 0), that has not yet become invasive but is confined to the site of origin (example: cancer only in one organ), without having invaded neighboring tissue. We rely on the Physician's diagnosis to determine whether the cancer meets this Condition Definition.

For purposes of this benefit, the following do not meet the Condition Definition of Non-Invasive Cancer:

- Limited Skin Cancer;
- pre-malignant conditions or conditions with malignant potential;
- benign tumors or polyps;
- cancer that has invaded neighboring tissue; and
- any cancer of the breast.

### *Date of Diagnosis*

The date the tissue specimen, blood samples or titer(s) are taken on which the diagnosis of Non-Invasive Cancer is based.

Any subsequent Date of Diagnosis for Non-Invasive Cancer must follow a period of at least 180 days where the Insured has had no evidence of disease or treatment for cancer. Evidence of disease or treatment does not include preventive medications or routine scheduled follow-up visits to a Physician.

### **Limited Skin Cancer**

#### *Condition Definition*

**\$500**

Cancer on the surface of the body (skin) that may be:

- melanomas that are In Situ (Stage 0) or Stage 1, which require only local treatment and affect only the melanoma and area close to it;
- basal cell carcinoma; or
- squamous cell carcinoma of the skin.

### *Date of Diagnosis*

The date the tissue specimen is taken on which the Pathological diagnosis of Limited Skin Cancer is based.

## **Supplemental Critical Illnesses**

### **Benign Brain**

#### *Condition Definition*

**100%**

UIC-GCIC16-2

Critical Illness Certificate  
**Unum Insurance Company**

**Percentage of  
Coverage  
Amount**

(1/1/2025) 9

**Tumor**

A non-cancerous brain tumor resulting in neurological deficits including but not limited to loss of sight, loss of hearing, or balance disruption.

For purposes of this benefit, the following do not meet the Condition Definition of Benign Brain Tumor:

- tumors of the skull;
- pituitary adenomas; and
- germinomas.

We will not pay this benefit if an Insured is diagnosed with any of the following conditions prior to their Coverage Effective Date:

- Neurofibromatosis I;
- Neurofibromatosis II;
- Von Hippel Lindau;
- Tuberous Sclerosis;
- Li-Fraumeni Syndrome;
- Cowden Disease; and
- Turcot Syndrome.

***Date of Diagnosis***

The date of the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination.

**Bone Marrow or Stem Cell Transplant**

***Condition Definition***

A surgical transplant of bone marrow or peripheral stem cell for the treatment of invasive cancer.

**25%**

***Date of Diagnosis***

The date the Insured undergoes the actual surgery for a bone marrow or stem cell transplant or the date the Insured is diagnosed by a Physician as requiring the recommended transplant.

We will pay this benefit only if there is medical evidence to support the diagnosis, and the Insured is too ill to undergo the recommended transplant.

This benefit is payable once per Insured.

**Coma**

***Condition Definition***

A continuous state of profound unconsciousness that must meet a sum of five on the Glasgow scale and requires intubation for respiratory assistance lasting for a period of 7 or more consecutive days, characterized by the absence of:

- eye opening;
- verbal response; and
- motor response.

**100%**

For purposes of this benefit, the following do not meet the Condition Definition of Coma:

- Coma due to Stroke; and
- any medically induced Coma.

***Date of Diagnosis***

The date a Physician confirms a Coma.

**Infectious Disease (Requiring Hospitalization)**

***Condition Definition***

A severe infectious or contagious disease diagnosed by a Physician that results in an Insured being Confined to a Hospital for 7 or more consecutive days. Infectious or contagious diseases may include, but are not limited to:

**25%**

- Rabies;
- Meningitis;
- Lyme Disease;
- Antibiotic resistant bacteria (including MRSA);
- Sepsis;
- Tuberculosis;
- Diphtheria;
- Encephalitis;
- Legionnaire's disease;
- Malaria;
- Necrotizing fasciitis (flesh eating bacteria);
- Osteomyelitis;
- Tetanus;
- COVID-19.

***Date of Diagnosis***

The date a Physician confirms the diagnosis of an Infectious Disease.

<b>Loss of Hearing</b>	<b><i>Condition Definition</i></b>	<b>100%</b>
------------------------	------------------------------------	-------------

Total and irrecoverable Loss of Hearing in both ears that follows a period where an Insured had the ability to hear.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Hearing:

- congenital birth defects;
- developmental delays; and
- any Loss of Hearing that can be corrected by any procedure, aid, or device.

***Date of Diagnosis***

The date a Physician confirms Loss of Hearing in both ears.

<b>Loss of Sight</b>	<b><i>Condition Definition</i></b>	<b>100%</b>
----------------------	------------------------------------	-------------

Permanent reduction in sight certified by a Physician that follows a period where an Insured was not legally blind such that:

- sight in the better eye reduced to a best corrected visual acuity of 20/200 or less (Snellen or E-Chart Acuity); or
- visual field remaining is less than 20° in the better eye.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Sight:

- congenital birth defects;
- developmental delays; and
- any loss of sight that can be corrected by any procedure, aid, or device.

***Date of Diagnosis***

The date a Physician confirms Loss of Sight.

<b>Loss of Speech</b>	<b><i>Condition Definition</i></b>	<b>100%</b>
-----------------------	------------------------------------	-------------

Total and irrecoverable Loss of Speech that follows a period where an Insured had the ability to speak.

For purposes of this benefit, the following do not meet the Condition Definition of Loss of Speech:

- congenital birth defects;
- developmental delays; and
- any loss of speech that can be corrected by any procedure, aid, or device.

*Date of Diagnosis*

The date a Physician confirms Loss of Speech.

**Post-Traumatic  
Stress Disorder  
(PTSD)**

*Condition Definition*

A Mental or Nervous Disorder that is the direct result of a Traumatic Event characterized by persistent mental and emotional stress resulting in the following that persist for at least 30 days following the date of the Traumatic Event:

- recurrent, involuntary, and intrusive memories of the Traumatic Event;
- psychological distress or physiological reactions to cues that resemble or remind an Insured of the Traumatic Event;
- impairments in social, occupational, and other areas of daily functioning.

**100%**

*Date of Diagnosis*

The date a Physician diagnoses the PTSD. The diagnosis must be supported by the following:

- medical evidence;
- psychiatric assessment; or
- psychological screening.

**Permanent  
Paralysis**

*Condition Definition*

The complete and permanent loss of the use of two or more limbs due to a new paralysis for a continuous period of at least 90 days.

For a severed spinal cord with supporting clinical and radiological evidence and no expectation of return of function, the continuous 90 day requirement will be waived.

For purposes of this benefit, losing the use of two or more limbs as the result of a Stroke does not meet the Condition Definition of Permanent Paralysis.

**100%**

*Date of Diagnosis*

The date a Physician diagnoses the paralysis or severed spinal cord.

**Pulmonary  
Embolism**

*Condition Definition*

A sudden blockage in a pulmonary artery or a branch of a pulmonary artery due to a blood clot as confirmed by a pulmonary angiogram, ventilation perfusion scan, computerized tomography scan, magnetic resonance imaging, or other reliable imaging techniques.

**25%**

*Date of Diagnosis*

The date a Physician confirms the diagnosis based on the criteria listed under the Pulmonary Embolism Condition Definition.

**Transient  
Ischemic Attack  
(TIA)**

*Condition Definition*

A temporary ischemic event (including prolonged reversible ischemic attacks) in which:

- there are measurable, functional neurological impairments that are focal and confined to an area of the brain perfused by a specific artery; and
- there is no evidence of cerebral tissue damage on diagnostic imaging.

**25%**

*Date of Diagnosis*

The date a Physician confirms the diagnosis based on documented neurological deficits, neuroimaging studies, and reversible

functional neurological impairments.

If an Insured is diagnosed with a Stroke within 90 days of a covered Transient Ischemic Attack (TIA), we will pay the difference in Percentage of Coverage Amount between these two benefits.

<u>Progressive Diseases</u>		Percentage of Coverage Amount
<b>Addison's Disease</b>	<p><i>Condition Definition</i> A long-term endocrine or hormonal disorder that occurs when the adrenal glands do not produce sufficient amounts of certain hormones, including cortisol.</p> <p>For purposes of this benefit, adrenal insufficiency resulting from prolonged corticosteroid treatment does not meet the Condition Definition of Addison's Disease.</p> <p><i>Date of Diagnosis</i> The date a Physician diagnoses the Insured with Addison's Disease.</p>	100%
<b>Amyotrophic Lateral Sclerosis (ALS)</b>	<p><i>Condition Definition</i> A nervous system disease that causes muscle weakness and impacts physical function. ALS, also known as Lou Gehrig's disease, causes nerve cells to gradually break down and die.</p> <p><i>Date of Diagnosis</i> The date a Physician diagnoses [the Insured] with Amyotrophic Lateral Sclerosis (ALS).</p>	100%
<b>Dementia (Including Alzheimer's Disease)</b>	<p><i>Condition Definition</i> A progressive, degenerative disorder that attacks the brain's nerve cells or neurons, and may result in loss of memory, thinking, language skills, or behavioral changes.</p> <p><i>Date of Diagnosis</i> The date the Insured is Cognitively Impaired due to Dementia (including Alzheimer's Disease) as diagnosed by a Physician.</p>	100%
<b>Huntington's Disease</b>	<p><i>Condition Definition</i> A hereditary disease characterized by gradual loss of brain function and voluntary movement due to degenerative changes in the cerebral cortex and basal ganglia.</p> <p><i>Date of Diagnosis</i> The date a Physician diagnoses the Insured with Huntington's Disease.</p>	100%
<b>Lupus</b>	<p><i>Condition Definition</i> An autoimmune disease where the body's immune system attacks healthy tissue, leading to long-term inflammation. This disease is primarily characterized by joint pain and swelling.</p> <p><i>Date of Diagnosis</i> The date a Physician diagnoses the Insured with Lupus.</p>	100%
<b>Multiple Sclerosis (MS)</b>	<p><i>Condition Definition</i> A chronic disease involving damage to the protective sheaths of nerve cells in the brain and spinal cord. Symptoms may include</p>	100%

## Critical Illness Details

numbness, impairment of speech and of muscular coordination, blurred vision, and severe fatigue. Eventually, the disease can cause the nerves themselves to deteriorate or become permanently damaged.

### *Date of Diagnosis*

The date a Physician diagnoses [the Insured] with Multiple Sclerosis (MS). The diagnosis must be supported by one or more of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- well-defined neurological abnormalities lasting more than six months, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- a single attack, confirmed by repeated MRI of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

### **Muscular Dystrophy**

#### *Condition Definition*

**100%**

A genetic disease that causes progressive weakness and degeneration in the musculoskeletal system and where such muscles are replaced by scar tissue and fat. Muscular Dystrophy is characterized by progressive skeletal muscle weakness, defects in muscle proteins, and the death of muscle cells and tissues.

### *Date of Diagnosis*

The date a Physician diagnoses the Insured with Muscular Dystrophy.

### **Myasthenia Gravis**

#### *Condition Definition*

**100%**

A disease characterized by progressive weakness and exhaustibility of voluntary muscles without atrophy or sensory disturbance and caused by an autoimmune attack on acetylcholine receptors at the neuromuscular junction.

### *Date of Diagnosis*

The date a Physician diagnoses the Insured with Myasthenia Gravis.

### **Parkinson's Disease**

#### *Condition Definition*

**100%**

A disease of the nervous system marked by tremor, muscular stiffness, and slow, imprecise movement. It is associated with degeneration of the basal ganglia of the brain and a deficiency of the neurotransmitter dopamine.

### *Date of Diagnosis*

The date a Physician diagnoses [the Insured] with Parkinson's Disease. The Insured must exhibit two or more of the following clinical manifestations for a period of at least 90 days:

- muscle rigidity;
- tremor; and
- bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses).

### **Systemic Sclerosis (Scleroderma)**

#### *Condition Definition*

**100%**

A progressive autoimmune disease characterized by the hardening and tightening of the skin and connective tissues.

### *Date of Diagnosis*

The date a Physician diagnoses [the Insured] with Systemic



Sclerosis (Scleroderma).

**Additional Benefits**

<b>Building Benefit</b>	<i>Benefit Definition</i>	<b>Percentage of Coverage Amount</b>
	We will pay this benefit if an Insured is diagnosed with a critical illness. This benefit is based on the number of years an Insured is continuously covered under this certificate and is applied to total payable benefit for the critical illness. The applicable percentage amount will be calculated from an Insured's Coverage Effective Date to the Date of Diagnosis for the critical illness.	<b>13 months through 24 months 5%</b>
		<b>25 months through 36 months 5%</b>
	For purposes of this benefit, the Building Benefit is not applicable to a payable Be Well benefit.	<b>37 months through 48 months 10%</b>
	<i>Benefit Duration</i>	
	This benefit is payable once per Insured per diagnosis.	<b>49 months through 60 months 10%</b>
		<b>61+ months 15%</b>

**Cancer Treatment and Care**

<i>Benefit Definition</i>	<b>10%</b>
We will pay this benefit if an Insured receives a covered treatment within the United States for Invasive Cancer or Non-Invasive Cancer.	

For purposes of this benefit, the following Cancer Treatment and Care are eligible:

- Chemotherapy, consisting of one or more of the following:
  - chemotherapy treatments injected by medical personnel in a Physician's office, clinic or Hospital;
  - a prescription filled for Oral Chemotherapy;
  - a prescription filled for Topical Chemotherapy;
  - a pump for Chemotherapy initially filled or refilled;
  - a prescription filled for Chemotherapy to be injected by yourself or anyone other than personnel in a Physician's office, clinic or Hospital; or
  - a prescription filled for supportive and protective care drugs and colony stimulating factors.
- Radiation delivered by medical personnel in a Physician's office, clinic or Hospital;
- Confinement to a Hospital (including intensive care) or to an Observation Unit;
- Surgical Procedure performed by a Physician in a Hospital or Ambulatory Surgical Center; and
- Hospice care consisting of one or more of the following services received by an Insured for whom a Physician determines that cancer treatments are no longer of benefit and that an Insured is expected to live for only six months or less:
  - a visit from a representative of a Hospice care team at home;
  - the services of a Hospital on an Outpatient Basis under the direction of a Hospice;
  - a visit to a Hospice on an Outpatient Basis for treatment or services; and
  - Confinement to a Hospice care facility.

If the Insured's Invasive Cancer or Non-Invasive Cancer is a Pre-

## Critical Illness Details

existing Condition, coverage for that Invasive Cancer or Non-Invasive Cancer will apply only to treatment of Invasive Cancer or Non-Invasive Cancer commencing after this certificate has been in force for six months, unless the Invasive Cancer or Non-Invasive Cancer is excluded by name or specific description in this certificate.

For purposes of this benefit, Limited Skin Cancer does not meet the Benefit Definition of Cancer Treatment and Care.

### *Benefit Duration*

This benefit is payable once monthly at 10% of the Percentage of Coverage Amount per Insured for covered treatments, up to a maximum of 100% of the Percentage of Coverage Amount per Insured.

### **Hospital Admission due to Complications of Pregnancy**

#### *Benefit Definition*

We will pay this benefit if an Insured is admitted and initially Confined to a Hospital due to Complications of Pregnancy.

**10% per day**

For purposes of this benefit, a NICU hospitalization of a newborn is eligible.

For purposes of this benefit, the following Hospital services are not eligible:

- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 18 hours.

### *Benefit Duration*

This benefit is payable up to a maximum of one day per Insured per Calendar Year.

We will pay a subsequent Admission benefit if:

- an Insured becomes Confined due to a different and unrelated Complication of Pregnancy; or
- an Insured becomes Confined more than 90 days after the last day of the previous period of Confinement.

### **Additional Exclusions for Hospital Admission due to Complications of Pregnancy**

All of the Exclusions listed in this certificate apply to this benefit. In addition, we will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- treatment for dental care or dental procedures;
- any Insured undergoing cosmetic surgery. "Cosmetic surgery," for purposes of this exclusion, means surgery that is performed to alter or reshape normal structures of the body in order to improve the Insured's appearance. "Cosmetic surgery" shall not include reconstructive surgery when such surgery is performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease in order to improve function or create a normal appearance, to the extent possible;
- any Confinement of a newborn following Childbirth unless the newborn has an Injury or Sickness; and
- healthy, routine Childbirth.

## **Additional Critical Illnesses for your Children**

### **Cerebral Palsy**

#### *Condition Definition*

**Percentage of Coverage Amount**

**100%**

## Critical Illness Details

A group of non-progressive disorders of movement and posture attributed to abnormal development of, or damage to motor control centers of the brain while a child's brain is still developing before, during, and immediately after birth. The motor disorders of Cerebral Palsy are often accompanied by disturbances of sensation, cognition, communication, perception, and behavior, as well as seizures and secondary musculoskeletal problems.

### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Cerebral Palsy after live birth.

## Cleft Lip or Cleft Palate

### *Condition Definition*

100%

Cleft Lip	A narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose, including unilateral clefting and bilateral clefting.
Cleft Palate	An opening between the roof of the mouth and the nasal cavity.

### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of a Cleft Lip or Cleft Palate after live birth.

## Congenital Heart Disease

### *Condition Definition*

100%

A congenital disorder of the structure of the heart that includes a defect of the inside walls of the heart, the valves of the heart, or the large blood vessels that carry blood to and from the heart.

### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis and recommends surgery of Congenital Heart Disease after live birth.

## Cystic Fibrosis

### *Condition Definition*

100%

A hereditary disorder affecting the exocrine glands. It causes the production of abnormally thick mucus, leading to the blockage of the pancreatic ducts, intestines, and bronchi and often resulting in respiratory infection.

### *Date of Diagnosis*

The date the condition is first diagnosed by a Physician and supported by a sweat test with sweat chloride concentrations greater than 60 mmol/L.

## Down Syndrome

### *Condition Definition*

100%

A congenital disorder arising from a chromosome defect involving chromosome 21, causing intellectual impairment, physical abnormalities and developmental delays. Down Syndrome includes:

Trisomy 21	An individual has three instead of two chromosome 21's.
Translocation	An extra part of chromosome 21 is attached to another chromosome.
Mosaicism	The individual has an extra chromosome 21 in only some of the cells but not all of them. The other cells have the usual pair of chromosome 21's.

### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of

## Critical Illness Details

Down Syndrome through the study of chromosome 21 after live birth.

### Sickle Cell Anemia

#### *Condition Definition*

A disorder of the blood caused by inherited abnormal hemoglobin, which produces distorted (sickled) red blood cells.

**100%**

For purposes of this benefit, sickle cell trait (sickleemia) does not meet the Condition Definition of Sickle Cell Anemia.

#### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Sickle Cell Anemia after live birth.

### Spina Bifida

#### *Condition Definition*

A congenital defect of the spine in which part of the spinal cord and its meninges are exposed through a gap in the backbone. Spina Bifida includes Meningocele or Myelomeningocele.

**100%**

For purposes of this benefit, a diagnosis of spina bifida occulta does not meet the Condition Definition for Spina Bifida.

#### *Date of Diagnosis*

The date a Physician makes or confirms an initial diagnosis of Spina Bifida, Meningocele, or Myelomeningocele after live birth.

### Type 1 Diabetes

#### *Condition Definition*

A chronic condition in which the pancreas produces little or no insulin, typically resulting from auto-immune destruction of the insulin-producing cells in the pancreas. Type 1 Diabetes is commonly referred to as juvenile diabetes or insulin-dependent diabetes.

**100%**

#### *Date of Diagnosis*

The date a Physician makes or confirms the diagnosis of Type 1 Diabetes of a dependent that is supported by medical evidence, diagnostic testing, or confirmation of the cause of low insulin production.

## Critical Illness Details | Exclusions and Limitations

This certificate is subject to all Exclusions and Limitations in this section, unless stated otherwise in a specific provision.

### Exclusions

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- contributed to by, committing or attempting to commit a felony;
- contributed to by or being engaged in an illegal occupation;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the National Guard or the armed forces of any nation, state, authority, or organization;
- being intoxicated or under the influence of any controlled substance unless administered on the advice of a Physician;

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

## **Continuity of Coverage**

Continuity of Coverage will protect you, your Spouse, and your Children from having a lapse in insurance when your Employer changes insurance carriers to Unum from another insurance company. Continuity of Coverage also applies when your coverage changes from another carrier to Unum because the Employer merged with your prior employer or acquired your prior employer in whole or in part.

As used in this section, the following terms are defined as follows:

- Prior Policy means your Employer's prior insurance policy under which you, your Spouse, and your Children were insured on the day before the effective date of the Unum policy; and
- Prior Plan Benefits means the benefits that would have been paid to you, your Spouse, and your Children under the Prior Policy had that Prior Policy remained in force and you, your Spouse, and your Children had continued to be insured.

## **Coverage Effective Date**

### **You are In Active Employment on the Policy Effective Date or on the Date your Eligible Group is First Covered**

You, your Spouse, and your Children will be insured under the Unum policy for the amount you had in force with the Prior Policy, provided you, your Spouse, and your Children:

- were covered under the Prior Policy on the day before the effective date of the Unum policy or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer; and
- on the Unum Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer, you are in Active Employment in an Eligible Group and satisfy any other eligibility requirements under the Unum policy.

If you were covered by the Prior Policy, you may increase or decrease coverage for an Insured subject to the Coverage Amounts available during an initial Enrollment Period.

### **You are Not in Active Employment on the Policy Effective Date or on the Date your Eligible Group is First Covered Due to the Employer Merging with or Acquiring Your Prior Employer**

#### ***Due to Injury or Sickness***

We will provide limited coverage under the Unum policy for you, your Spouse, and your Children provided you, your Spouse, and your Children would have been eligible to become insured under the Unum policy on the Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. You, your Spouse, and your Children will be insured under the Unum policy for the lesser of:

- the Prior Plan Benefits; or
- the benefits you, your Spouse, and your Children would be eligible for under the Unum policy less any benefits paid or payable by the Prior Policy.

Coverage under this provision will continue until the earliest of:

- the date you no longer meet the definition of an Injury or Sickness;
- the date you return to Active Employment; or
- in accordance with the End of Coverage provision.

Coverage for you, your Spouse, and your Children is subject to payment of required premium and all other provisions of the Unum policy.

On the date you return to Active Employment you, your Spouse, and your Children will be insured for coverage under the Unum policy.

#### ***Due to Other Covered Extended Absences***

We will provide limited coverage under the Unum policy for you, your Spouse, and your Children provided you, your Spouse, and your Children would have been eligible to become insured under the Unum policy on the Policy Effective Date or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. You, your Spouse, and your Children will be insured under the Unum policy for the lesser of:

- the Prior Plan Benefits; or
- the benefits you, your Spouse, and your Children would be eligible for under the Unum policy less any benefits paid or payable by the Prior Policy.

## **Continuity of Coverage**

If you are not in active employment due to a covered extended absence as outlined in the Continuation of Coverage During Extended Absences provision, we will consider your covered extended absence to have started on the effective date of the policy or on the date your Eligible Group is first covered due to the Employer merging with or acquiring your prior employer. Coverage under this provision will continue until the earliest of:

- the date you return to Active Employment;
- the earlier of:
  - the end of any covered extended absence covered under the Prior Policy; or
  - the end of any covered extended absence under the Continuation of Coverage During Extended Absences provision in the Unum policy; or
- in accordance with the End of Coverage provision.

Coverage for you, your Spouse, and your Children is subject to payment of required premium and all other provisions of the Unum policy.

On the date you return to Active Employment you, your Spouse, and your Children will be insured for coverage under the Unum policy.

<b>Waiting Period</b>	<p>The Waiting Period is the continuous period of time you must be in an Eligible Group before you are eligible for coverage. Your Waiting Period is as follows:</p> <p>If you are in an Eligible Group on or before January 1, 2025: None If you enter an Eligible Group after January 1, 2025: 30 days</p> <p><i>Rehire</i> If your employment ends and you are rehired within 12 months, any prior period of work in an Eligible Group with your Employer, will apply toward the Waiting Period.</p>
<b>Coverage Eligibility Date</b>	<p>The date on which you, your Spouse, and your Children become eligible for coverage.</p> <p><i>For you</i> If you are in an Eligible Group, you are eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the Policy Effective Date; or</li><li>- the day after any applicable Waiting Period has been satisfied.</li></ul> <p><i>For your Spouse</i> If you elect coverage for yourself, your Spouse is eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the date you are eligible for coverage; or</li><li>- the date you first acquire a Spouse.</li></ul> <p><i>For your Children</i> If you elect coverage for yourself, your Children are eligible for coverage on the later of:</p> <ul style="list-style-type: none"><li>- the date you are eligible for coverage; or</li><li>- the date you first acquire a Child.</li></ul>
<b>Applying for Coverage</b>	<p><b>Initial Enrollment</b> <i>Contributory Coverage</i> You may apply for any coverage available for you, your Spouse, and your Children within 31 days of an Insured's Coverage Eligibility Date.</p> <p><b>Late Enrollment</b> <i>Contributory Coverage</i> If you do not apply for coverage during an Insured's Initial Enrollment or you voluntarily cancelled coverage for an Insured and are re-applying, you may apply for coverage during any scheduled Enrollment Period.</p>
<b>Applying for Changes in Coverage</b>	<p><i>Contributory Coverage</i> You may increase coverage for an Insured subject to the Coverage Amounts available during any scheduled Enrollment Period or within 31 days of a Qualifying Life Event.</p> <p>Any increase in Coverage Amounts applied for as the result of a Qualifying Life Event, must be appropriate and consistent with the Qualifying Life Event.</p> <p>You may also decrease coverage for an Insured subject to the Coverage Amounts available or cancel coverage for an Insured at any time during the Policy Year.</p>
<b>Coverage Effective Date</b>	<p><b>Initial Enrollment</b> <i>Contributory Coverage</i> Coverage for an Insured will begin on the first day of the month following the later of:</p> <ul style="list-style-type: none"><li>- the Insured's Coverage Eligibility Date if you apply on or before that date; or</li><li>- the date you apply for the Insured's coverage, if coverage is applied for within 31 days of the Insured's Coverage Eligibility Date.</li></ul> <p><b>Late Enrollment</b> <i>Contributory Coverage</i> Coverage for an Insured will begin on the first day of the next Policy Year.</p>
<b>Coverage Effective Date for</b>	<p><i>Contributory Coverage</i> Increases in coverage made during a scheduled Enrollment Period will begin on the first</p>



**Changes in Coverage**

day of the next Policy Year.

Increases in coverage made due to a Qualifying Life Event will begin on the later of:

- the first day of the month following the date of a Qualifying Life Event, if you apply for the increase in coverage on or before that date; or
- the first day of the month following the date you apply for the increase in coverage if you apply within 31 days of the Qualifying Life Event.

Any decrease or cancellation in coverage made at any time during the Policy Year will begin on the first day of the month following the date you apply for the decrease or cancellation in coverage.

Any decrease or cancellation in coverage will not affect a Payable Claim that occurs prior to the decrease or cancellation.

**Coverage Effective Date for Plan Changes Requested by the Employer**

Changes in coverage due to a plan change requested by your Employer will begin on the date of the plan change.

**Coverage Effective Date if you are not in Active Employment**

You must be in Active Employment in order for coverage to become effective for any Insured in accordance with the Coverage Effective Date provision.

If you are not in Active Employment due to a covered extended absence as outlined under the Continuation of your Coverage During Extended Absences provision on the date coverage would become effective for any Insured, the Insured's Coverage Effective Date will be the date you return to Active Employment.

Coverage Effective Date for Initial Enrollment, Late Enrollment, and Changes in Coverage is subject to this provision.

A delay of Coverage Effective Date for an increase in coverage will not affect coverage that is currently in force.

**Continuation of  
your Coverage  
During Extended  
Absences**

*Leave of Absence, other than a Family and Medical Leave of Absence*

You will be covered through the end of the month that immediately follows the month in which your Leave of Absence begins, provided premium is paid.

*Family and Medical Leave of Absence*

We will continue coverage in accordance with your Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and your Employer approved your leave in Writing. You will be covered up to the end of the latest of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law; or
- the leave period provided to you for an Injury or Sickness, provided premium is paid and your Employer has approved your leave in Writing.

If your Employer's Human Resource policy doesn't provide for continuation of your coverage during a family and medical Leave of Absence, coverage will be reinstated when you return to Active Employment.

We will not apply a new Waiting Period.

*Leave of Absence due to Injury or Sickness*

You will be covered, provided premium is paid.

*Temporary Layoff*

You will be covered through the end of the month that immediately follows the month in which your temporary Layoff begins, provided premium is paid.

**End of Coverage**

*For you*

Your coverage under this certificate ends on the earliest of:

- the date the policy is cancelled by us or your Employer;
- the date your Eligible Group is no longer covered;
- the date of your death; or
- the latest of:
  - the date you no longer are in an Eligible Group;
  - the last day of the period for which any required contributions are made; or
  - the end of the month in which you no longer are in Active Employment.

However, as long as premium is paid as required, coverage will continue:

- while benefits are being paid;
- in accordance with the Continuation of your Coverage During Extended Absences provision; or
- if you elect to continue coverage for you, your Spouse, and your Children under Portability of Critical Illness Insurance.

We will provide coverage for a Payable Claim that occurs while you are covered under this certificate.

*For your Spouse*

Your Spouse's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse may elect to continue Spouse and Children coverage, as long as premium is paid as required under Portability of Critical Illness Insurance.

## **End of Coverage**

We will provide coverage for a Payable Claim that occurs while your Spouse is covered under this certificate.

### *For your Children*

Your Children's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

We will provide coverage for a Payable Claim that occurs while your Children are covered under this certificate.

**Filing a Claim**

Provide notice of a claim for benefits under this certificate as soon as possible. If there are any questions on how to file a claim, please contact us or your Employer.

**Step 1 - Notice of Claim**

Written notice of a claim must be given to us within 20 days after the occurrence or commencement of any Covered Loss covered by this certificate, or as soon as reasonably possible. Notice given by you or on your behalf to us [[, [online\[at:\]\[services.unum.com\]](mailto:services.unum.com)]] or by contacting us directly [[at].[1-800-635-5597]], or to any of our authorized agents, with information sufficient to identify you, shall be deemed notice to us.

**Step 2 - Claim Forms**

We, upon receipt of a Written notice of claim, will furnish to you such forms as are usually furnished by us for filling Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, you shall be deemed to have complied with the requirements of this certificate as to Proof of Loss, upon submitting, within the time fixed in this certificate for filing Proof of Loss. Written proof covering the occurrence, the character and the extent of the Covered Loss for which claim is made.

Completed claim forms may be submitted online or sent to us by mail or fax:

Mailing Address: The Benefits Center  
P.O. Box 100158  
Columbia, South Carolina 29202-3158  
Fax: (800)447-2498

**Step 3 - Proof of Loss**

Written Proof of Loss must be furnished to us within 90 days after the date of such Covered Loss. Failure to furnish such Proof of Loss within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give Proof of Loss within such time, provided such Proof of Loss is furnished as soon as reasonably possibly and in no event, except in the absence of your legal capacity, later than one year from the time Proof of Loss is otherwise required.

**Time of Payment of Claims**

Indemnities payable under this certificate will be paid immediately upon receipt of Written Proof of Loss.

**Payment of Benefits**

Indemnity for loss of life will be payable in accordance with the Change of Beneficiary provision respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to your estate. Any other accrued indemnities unpaid at your death may, at our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to you.

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

**Change of Beneficiary**

The right to change a beneficiary is reserved to you, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

**Payments to a Minor or Incompetent Insured or Insured's**

If an Insured or an Insured's beneficiary is a minor or is incompetent, we can pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the Insured, the minor, or the Insured's beneficiary unless or until that Insured, the minor, or the Insured's beneficiary's appointed legal representative makes a formal claim. If we pay benefits to such person or institution, we will not have to pay those

## Claim Provisions

<b>Beneficiary</b>	benefits again. Any such payment will reduce the Benefit Amount payable by us.
<b>Physical Examinations and Autopsy</b>	We, at our own expense, shall have the right and opportunity to examine you when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
<b>Legal Actions</b>	No action at law or in equity shall be brought to recover on this certificate prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of this certificate. No such action shall be brought after the expiration of three years after the time Written Proof of Loss is required to be furnished.
<b>Overpayment of Claims</b>	<p>We have the right to recover any overpayments due to:</p> <ul style="list-style-type: none"><li>- fraud;</li><li>- misstatement of information;</li><li>- any error we make in processing a claim.</li></ul> <p>We must be reimbursed in full. If it is not possible to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.</p>
<b>Authorization for Release of Information</b>	We may request Written authorization from an Insured. This authorization may be required in order for us to obtain information needed for Proof of Loss and to make a claim decision.

<b>When Days Begin and End</b>	For the purpose of all dates under this certificate, all days begin at 12:01 a.m. and end at 12:00 midnight.
<b>Certificate of Coverage</b>	<p>We will provide the Employer with a certificate for distribution to each insured Employee. The certificate describes:</p> <ul style="list-style-type: none"> <li>- the coverage to which an Insured may be entitled;</li> <li>- to whom we will make a payment; and</li> <li>- the limitations, exclusions, and requirements that apply to an Insured's coverage.</li> </ul>
<b>Certificate of Coverage Contents</b>	<p>Coverage for an Insured is provided under the provisions of this certificate. The provisions of this certificate are made part of the policy issued to the Policyholder.</p> <p>The policy consists of all provisions of the policy, the provisions of this certificate, the Policyholder's application, and all related schedules, riders, amendments, and endorsements.</p>
<b>Cancellation or Modification to the Policy and this Certificate of Coverage</b>	<p>The policy and this certificate may be cancelled or modified by the Employer at any time without the Insured's consent. Any cancellation or modification to the policy or certificate requested by the Employer will take effect on the date agreed upon by us and the Employer.</p> <p>All policy and certificate modifications will take effect according to the provisions in the Start of Coverage section of this certificate.</p>
<b>Policy Change Authority</b>	No change in this certificate shall be valid unless approved by an executive officer of our company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this certificate or to waive any of its provisions.
<b>Time Limit on Certain Defenses</b>	After three years from the Coverage Effective Date, no misstatement made by you, except a fraudulent misstatement made in your application shall be used to void this certificate. After three years from the Coverage Effective Date with respect to which any claim is made, no misstatement made by you under this certificate, except a fraudulent misstatement, made in an application under this certificate shall be used to deny a claim for Covered Loss incurred or disability (as defined in this certificate) commencing after expiration of such three years.
<b>Representation in Applications</b>	Any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you.
<b>Assignment</b>	<p>An Assignment transfers all or part of your legal title and rights under the policy and this certificate to someone else, known as an "assignee." We will recognize your assignee(s) as owners of the rights you transferred under the policy and this certificate if:</p> <ul style="list-style-type: none"> <li>- the Written form has been signed by you and the assignee; and</li> <li>- we may reject and have no obligation under an Assignment unless a signed or certified copy of the Written Assignment has been received and recorded by us prior to the loss.</li> </ul> <p>An Assignment will take effect on the date you sign the Assignment. However, if we have taken any action or made any payment before we receive a notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made prior to our receipt of the notice of Assignment. Unless stated otherwise in, or allowed by the Assignment, the assignment does not change a beneficiary designation.</p> <p>You are responsible for assuring the validity of any assignment. Please verify with your own legal counsel that your Assignment meets the legal requirements in your state.</p>
<b>Contestability</b>	We will take legal or other action, if appropriate to do so, to cancel, to deny, or limit coverage or benefits based on statements made in signed applications for coverage, including Evidence of Insurability forms, only when a Covered Loss occurs during the first two years after your Coverage Effective Date. However, in the event of fraud, we can take

## General Provisions

legal or other action at any time as permitted by applicable law.

To confirm the accuracy of your signed application, we may require additional information, including but not limited to completion of a medical treatment form and medical records.

### **Misstatement of Age**

If the age of any Insured has been misstated, the amount payable shall be such as the premium paid for the coverage of such Insured would have purchased at the correct age.

### **Fraud**

If any false statement was made in the application with actual intent to deceive or any false statement materially affected either the acceptance of the risk or the hazard assumed by us, this may bar the right to recovery under the policy.

We will cooperate with relevant authorities to the maximum extent allowed under federal and state law to combat insurance fraud.

### **Agency**

For purposes of the policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed our agent.

### **Workers' Compensation or State Disability Insurance**

This certificate does not provide coverage under any workers' compensation or state disability insurance law.

### **Communicating With you or your Employer**

We may communicate verbally or in Writing with you or your Employer.

To protect our customers, we will abide by all applicable privacy laws and regulations.

### **Privacy and Data Protection**

We will abide by all applicable privacy and data protection laws and regulations.

**Abdominal Aortic Aneurysm** An Aneurysm located in the abdominal (lower) part of the aorta as confirmed by ultrasound, computerized tomography scan, magnetic resonance imaging, angiogram, or other reliable imaging techniques and which is:

- 5 centimeters or larger in size;
- is less than 5 centimeters and is rapidly expanding, and surgery has been recommended by a Physician; or
- is a Dissecting Aneurysm or a Ruptured Aneurysm.

**Active Employment** You are working for your Employer for earnings that are paid regularly and you are performing the Material and Substantial Duties of your Regular Occupation. You must be regularly scheduled to work at least the minimum number of hours defined by your Employer.

Your work site must be:

- your Employer's usual place of business in the United States;
- an alternative work site in the United States at the direction of your Employer; or
- a location in the United States to which your job requires you to travel.

Normal vacation, holidays, or temporary business closures are considered Active Employment provided you are in Active Employment on the last scheduled work day preceding such time off.

For purposes of this certificate, temporary business closures that meet the Glossary definition of Active Employment include, but are not limited to:

- inclement weather;
- power outages; and
- public health agency orders.

Temporary and seasonal workers are excluded from coverage.

Bathing	The ability to wash oneself either in the tub, shower, or by sponge bath, with or without equipment or adaptive devices.
Dressing	The ability to put on and take off all garments, and medically necessary braces or artificial limbs usually worn including fastening or unfastening them.
Toileting	The ability to get to and from and on and off the toilet and to maintain a reasonable level of personal hygiene.
Transferring	The ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
Continence	The ability to either voluntarily control bowel and bladder function; or if incontinent, be able to maintain a reasonable level of personal hygiene.
Eating	The ability to get nourishment into your body by any means once it has been prepared and made available to you.

**Ambulatory Surgical Center** A place which:

- is equipped for Surgical Procedures performed by a Physician;
- provides anesthesia administered by a licensed anesthesiologist or licensed nurse anesthetist; and
- has written agreements with local Hospitals to immediately accept patients who develop complications.

**Aneurysm** A balloon-like bulge or weakening in the walls of an artery. An Aneurysm means any of the following:

- an Abdominal Aortic Aneurysm or Thoracic Aortic Aneurysm; or
- a Carotid Aneurysm, Cerebral Aneurysm or Renal Aneurysm where such Aneurysm is a Dissecting Aneurysm or Ruptured Aneurysm.

Aneurysm does not include an Aneurysm caused by a trauma.

**Carotid** An Aneurysm located in the portion of the carotid artery that is in the neck.



**Aneurysm**

**Cerebral Aneurysm**

An (intracranial or brain) Aneurysm located in an artery in the brain.

**Chemotherapy**

Treatment with chemical substances that have a cancericidal effect for the purpose of the destruction of malignant cells during the treatment of Invasive Cancer and Non-Invasive Cancer.

**Childbirth**

Delivery of a Child by routine vaginal delivery, or non-emergency Cesarean section.

Complications of Pregnancy or Childbirth will be treated as any other Covered Sickness.

**Children**

Any Child from live birth to age 26 who is:

- your own natural offspring;
- your Spouse's Child;
- your lawfully adopted Child as of the earliest of the date:
  - the Child is placed in your home or in a medical facility;
  - a petition is filed for you to adopt the Child; or
  - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the Child;
- a foster Child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren, nieces, and nephews living with you in a regular parent Child relationship that are dependent on you for primary financial support; or
- any other Child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be insured as both a Child and an Employee.

Your Children may not be insured by more than one Employee.

**Clinical Diagnosis**

A diagnosis based on the study of symptoms that meets the following criteria:

- there is medical evidence to support a positive diagnosis of Invasive Cancer, Non-Invasive Cancer, or Limited Skin Cancer; and the diagnosis is made by
- a qualified Physician whose positive diagnosis of malignancy is consistent with professional medical standards of care for Invasive Cancer, Non-Invasive Cancer, or Limited Skin Cancer.

**Cognitively Impaired or Cognitive Impairment**

A deterioration or loss in intellectual capacity that requires another person's stand-by assistance or verbal cueing for an Insured's protection or for the protection of others. It is measured by clinical evidence and standardized tests which reliably measure impairment in:

- short or long term memory;
- orientation to people, places, or time; or
- deductive or abstract reasoning.

**Complications of Pregnancy**

Abnormal conditions or concurrent diseases that significantly affects the pregnancy's usual medical management. A complication may exist during the pregnancy, during the delivery, or after the delivery.

<b>Confined or Confinement</b>	Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, for a minimum of 20 continuous hours on the advice of a Physician.
<b>Contributory Coverage</b>	Any amount of coverage for which you pay all or part of the premium. The maximum amount that you may be required to contribute to the cost of your coverage shall not exceed the premium charged for the amounts of your coverage.
<b>Coronary Artery Bypass Graft</b>	Undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries utilizing venous or arterial grafts, excluding procedures such as, but not limited to, balloon angioplasty, valve replacement surgery, laser relief, stents or other non-surgical procedures.
<b>Covered Condition</b>	Any Sickness, diagnosis, or loss listed in the Critical Illness Details section.
<b>Covered Loss</b>	A Covered Condition or Covered Sickness for which benefits are payable under this certificate.
<b>Covered Sickness</b>	<p>An illness, infection, disease, or any other abnormal physical condition that is not the result of an Injury, which:</p> <ul style="list-style-type: none"> <li>- occurs on or after the Coverage Effective Date;</li> <li>- occurs while coverage is in force; and</li> <li>- is not excluded by name or specific description in this certificate.</li> </ul> <p>Complications of Pregnancy or Childbirth will be treated as any other Covered Sickness.</p>
<b>Date of Diagnosis</b>	The date a Physician confirms or a test proves that a Covered Condition exists. Date of Diagnosis requirements vary by Covered Condition.
<b>Dissecting Aneurysm</b>	A condition where a tear or split develops in a layer of an artery wall causing bleeding into and along the layers of the artery wall as confirmed by ultrasound, computerized tomography scan, magnetic resonance imaging, angiogram, or other reliable imaging techniques.
<b>Emergency Department</b>	<p>A specified area within a Hospital, or standalone facility that is affiliated with a Hospital, designated for the emergency care of accidental Injuries or Sicknesses. This area must:</p> <ul style="list-style-type: none"> <li>- be staffed and equipped to handle trauma;</li> <li>- be supervised and have treatment provided by Physicians; and</li> <li>- provide care seven days per week, 24 hours per day.</li> </ul>
<b>Employee</b>	A person, also referred to as "you," or "your" who is in Active Employment in the United States with the Employer.
<b>Employer</b>	The Policyholder, including all covered United States divisions, subsidiaries, and affiliated companies of the named Policyholder for whom premium is being paid.
<b>Enrollment Period</b>	A period of time determined by your Employer and us during which you are eligible to enroll for or change your coverage. This period of time may be limited.
<b>Hospice</b>	A program designed to provide palliative care and emotional support to the terminally ill in a home or homelike setting, or a facility so that quality of life is maintained.
<b>Hospital</b>	<p>A licensed institution supervised by Physicians and operated pursuant to law on a full-time basis. The Hospital must:</p> <ul style="list-style-type: none"> <li>- provide overnight care to people with Injuries or Sicknesses;</li> <li>- have full-time Nurses on duty or on call who are supervised by a registered Nurse; and</li> <li>- have X-ray equipment, a laboratory, and a surgical operating room at its locations or available to use on a pre-arranged basis.</li> </ul> <p>For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:</p>

- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a Hospice care facility;
- a Subacute Rehabilitation Unit or Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

<b>Injury</b>	Any physical harm or damage to the body. Injuries that occur prior to an Insured's Coverage Effective Date will be treated as any other Sickness.
<b>Insured</b>	Any person who has coverage under the policy.
<b>Layoff</b>	Temporary absence from Active Employment for a period of time that has been agreed to in advance by your Employer.  Normal vacation time, holidays, or temporary business closures is not considered a temporary Layoff.
<b>Leave of Absence</b>	Temporary absence from Active Employment for a period of time under a leave granted in Writing by your Employer that is in accordance with your Employer's formal leave policies.  Normal vacation time, holidays, or temporary business closures is not considered a Leave of Absence.
<b>Material and Substantial Duties</b>	Duties that: <ul style="list-style-type: none"> <li>- are routinely required for the performance of your Regular Occupation; and</li> <li>- cannot be reasonably omitted or modified.</li> </ul>
<b>Mental or Nervous Disorders</b>	A psychiatric or psychological condition, regardless of cause, such as schizophrenia, depression, manic depressive or bipolar illness, anxiety, post-traumatic stress disorder, personality disorders, or adjustments disorders, or other similar conditions.
<b>Nurse</b>	A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).  We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.
<b>Observation Unit</b>	A specified area within a Hospital, separate from the Emergency Department, where a patient can be monitored following a Surgical Procedure performed on an Outpatient Basis or treatment in the Emergency Department. The Observation Unit must: <ul style="list-style-type: none"> <li>- be under the direct supervision of a Physician or registered Nurse;</li> <li>- be staffed by Nurses assigned specifically to that unit; and</li> <li>- provide care seven days per week, 24 hours a day.</li> </ul>
<b>Oral Chemotherapy</b>	Chemotherapy taken by mouth.
<b>Outpatient Basis</b>	Medical care and treatment received without being admitted to a Hospital or other facility.
<b>Pathological Diagnosis</b>	A positive diagnosis of malignancy made by a qualified Physician based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of

malignancy diagnosis must be consistent with professional medical standards of care for Invasive Cancer, Non-Invasive Cancer, or Limited Skin Cancer.

<b>Payable Claim</b>	A claim for which we are liable under the terms of the policy.
<b>Physician</b>	<p>A person performing tasks that are within the limits of their medical license.</p> <p>We will not recognize you, your Spouse, children, parents, siblings, or a past or present business or professional partner, as a Physician for a claim that you send to us.</p>
<b>Plan</b>	Your Employer's Critical Illness Welfare Benefit Plan under ERISA, which includes this certificate, your Employer's Group Critical Illness Insurance Policy, and other benefit plan documents consistent with this Plan.
<b>Policyholder</b>	The entity to which the policy is issued.
<b>Qualifying Life Event</b>	<p>For coverage eligibility purposes, a Qualifying Life Event includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>- birth, adoption, or addition of a Child;</li> <li>- a change in legal marital status;</li> <li>- a change in employment status; or</li> <li>- death of an Insured.</li> </ul> <p>as permitted under Internal Revenue Code section 125.</p> <p>Changes in coverage made as a result of a Qualifying Life Event must be consistent with the Qualifying Life Event.</p> <p>For further information regarding Qualifying Life Events, please refer to your Employer's Human Resource policy and plan documents.</p>
<b>Radiation</b>	<p>The following treatments for the purpose of the destruction of malignant cells during the treatment of Invasive Cancer (not Limited Skin Cancer):</p> <ul style="list-style-type: none"> <li>- teleradiotherapy, using either natural or artificially propagated radiation; or</li> <li>- interstitial or intracavitary application of radium or radioisotopes in sealed or non-sealed sources.</li> </ul> <p>For purposes of this certificate, the following do not meet the Glossary definition of Radiation:</p> <ul style="list-style-type: none"> <li>- office visits;</li> <li>- laboratory tests;</li> <li>- diagnostic X-rays;</li> <li>- treatment planning;</li> <li>- simulation;</li> <li>- treatment devices;</li> <li>- dosimetry;</li> <li>- radiation physics;</li> <li>- teletherapy;</li> <li>- laser surgery; or</li> <li>- other procedures related to these treatments.</li> </ul>
<b>Regular Occupation</b>	The occupation you are routinely performing when your Injury or Sickness begins. We will look at your occupation as it is normally performed , instead of how the work tasks are performed for a specific employer at a specific location.
<b>Renal Aneurysm</b>	An Aneurysm located in the renal artery.
<b>Ruptured Aneurysm</b>	A condition in which the Aneurysm bursts and causes bleeding inside the body as confirmed by ultrasound, computerized tomography scan, magnetic resonance

imaging, angiogram, or other reliable imaging techniques.

**Sickness**

An illness or disease.

**Spouse**

The sole person who is your partner through lawful marriage, civil union, registered domestic partnership, unregistered domestic partnership ( established by a declaration), or your legally separated Spouse.

Your Spouse may not be Insured as both an Spouse and an Employee.

**Substance Abuse**

Abuse of or addiction to drugs or alcohol.

**Surgical Procedure**

The cutting into the skin or other organ to accomplish any of the following goals:

- further explore the condition for the purpose of diagnosis;
- take a biopsy of a suspicious lump;
- remove diseased tissues or organs;
- remove an obstruction;
- reposition structures to their normal position;
- redirect channels;
- transplant tissue or whole organs;
- implant mechanical or electronic devices;
- repair an area that has been injured or affected by trauma, overuse, or Sickness; or
- restore proper function.

For purposes of this certificate, the following do not meet the Glossary definition of Surgical Procedure:

- venipuncture (drawing blood);
- lumbar puncture;
- epidural steroid injections;
- removal of skin tags; and
- foreign body removal from the eye.

**Thoracic Aortic Aneurysm**

An Aneurysm located in the thoracic (upper) part of the aorta as confirmed by ultrasound, computerized tomography scan, magnetic resonance imaging, angiogram, or other reliable imaging techniques and which is:

- 5 centimeters, or larger in size;
- is less than 5 centimeters and rapidly expanding, and surgery has been recommended by a Physician; or
- is a Dissecting Aneurysm or a Ruptured Aneurysm.

**Topical Chemotherapy**

Chemotherapy drug placed directly onto the skin.

**Total Disability or Totally Disabled**

The Insured is Totally Disabled when, as a result of a Covered Loss, the Insured is unable to perform with reasonable continuity the Material and Substantial Duties necessary to pursue the Insured's Regular Occupation.

**Traumatic Event**

The Insured's direct experience with or exposure to actual death, or sexual violence.

**Unum Insurance Company**

Referred to as "Unum" and "we," "us," and "our."

**Writing or Written**

A record on or transmitted by paper, electronic, or telephonic means consistent with applicable law.

**CALIFORNIA CONTACT NOTICE**

**GENERAL QUESTIONS:** If you have any general questions about your insurance, you may contact the Insurance Company by:

**CALLING:**  
**1-800-421-0344 (Customer Information Call Center)**

**-OR-**

**WRITING TO:**  
**Unum Insurance Company**  
**2211 Congress Street**  
**Portland, Maine 04122**

**COMPLAINTS:** If a complaint arises about your insurance, you may contact the Insurance Company by:

**CALLING:**  
**(Customer Relations Complaint Line)**  
**Toll free: 1-800-321-3889, Option 2**

**-OR-**

**WRITING TO:**  
**Unum Insurance Company**  
**Attn: Customer Relations**  
**2211 Congress Street**  
**Portland, Maine 04122**  
**e-mail: [custrel@unum.com](mailto:custrel@unum.com)**

**WHEN CALLING OR WRITING TO THE INSURANCE COMPANY, PLEASE PROVIDE YOUR INSURANCE POLICY NUMBER.**

**If the Policy or Certificate of Coverage was issued or delivered by an agent or broker, please contact your agent or broker for assistance.**

**You also can contact the California Department of Insurance. However, the California Department of Insurance should be contacted only after discussions with the Insurance Company or its agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.**

**Department of Insurance**  
**Consumer Communications Bureau**  
**300 South Spring Street - South Tower**  
**Los Angeles, California 90013**  
**[www.insurance.ca.gov](http://www.insurance.ca.gov)**  
**In-State Toll Free Hotline Telephone Number: 1-800-927-4357**  
**Local Telephone Number: 213-897-8921**  
**Office Hours: 8:00 a.m. - 5:00 p.m.**

**This form is for contact information only, and it is not to be considered a condition for the Policy or Certificate of Coverage.**

---

**Be Well Benefit**

---

We encourage our Insureds to maintain a healthy lifestyle. For those who take precautionary measures by receiving routine health screenings, we offer a Be Well Benefit. This is an annual cash benefit that may be claimed after completing an eligible Be Well Screening, and may be used to help with monetary expenditures such as transportation, missed work, or other incidentals.

For the purpose of determining your coverage and eligibility for the Be Well Benefit, all terms and provisions of your Certificate of Coverage apply unless modified below.

**Policyholder:** Nantworks LLC

**Policy Number:** 974181 011

**Policy Effective Date:** January 1, 2025

**Be Well Benefit Effective Date:** January 1, 2025

**Eligible Group(s)**

All Eligible Employees in Active Employment in the United States working a minimum of 30 hours per week.

**Paying for Coverage** The Be Well Benefit is automatically included in the cost of your Critical Illness Insurance coverage.

**Be Well Benefit**

For You	For your Spouse	For your Children
\$75	\$75	\$75

**Be Well Benefit Payment Conditions** Each Insured is eligible to receive a maximum of one Be Well Benefit per Calendar year.

The Be Well Benefit will become payable provided the following conditions are met:

- the date of the Be Well Screening is after the Be Well Benefit Effective Date; and
- an Insured's coverage is in force.

**Be Well Screenings**

Cholesterol and Diabetes	Eligible screenings include, but may not be limited to: blood test for triglycerides, fasting plasma glucose (FPG), fasting blood glucose test, hemoglobin A1C(HbA1c), Serum cholesterol test to determine total, HDL and LDL cholesterol levels, two hour post-load plasma glucose.
Cancer	Eligible screenings include, but may not be limited to: colonoscopy, virtual colonoscopy, CEA (blood test for colon cancer), low-dose computerized tomography (CT) (imaging study for lung cancer), double-contrast barium enema, fecal immunochemical testing, fecal DNA testing, PSA (blood test for prostate cancer), bone marrow testing, serum protein electrophoresis (blood test for myeloma), dermatological screenings for skin cancer, flexible sigmoidoscopy, hemoccult stool analysis, pap smear, thin prep pap test, cytology

	(PAP) smear, CA 15-3 (blood test for breast cancer), CA-125 (blood test for ovarian cancer), BRCA1 or BRCA2 testing, any other generally medically accepted cancer screening test.
Cardiovascular Function	Eligible screenings include, but may not be limited to: echocardiogram, electrocardiogram, stress test on a bicycle or treadmill, myocardial perfusion imaging.
Imaging Studies	Eligible screenings include, but may not be limited to: chest x-ray, carotid ultrasound (Doppler), mammography, breast ultrasound, breast MRI, breast thermography, transvaginal ultrasound, bone density scans, aortic ultrasound.
Annual Examinations by a Physician	Eligible examinations include sports physicals, annual exams for adults, and well-child visits.
Immunizations	Eligible immunizations include, but may not be limited to: HPV, Hepatitis B, chicken pox, MMR, meningitis, tetanus, pneumonia, influenza.



## **Portability of Critical Illness Insurance**

---

Portability allows you, your Spouse and Children to continue coverage when coverage under the Employer's group Policy would otherwise end due to an Eligible Portability Event. The certificate in force at the time of an Insured's Eligible Portability Event will reflect the terms and conditions of the coverage that can be continued.

Portability of Critical Illness Insurance is made a part of the Critical Illness Insurance Policy and is subject to all of the provisions, limitations and exclusions of the Policy and certificate, unless changed by this document. Additionally, defined terms found within Portability of Critical Illness Insurance have been capitalized and have the same meaning as the terms in the Glossary section of the Certificate of Coverage.

Any future changes made in the Employer's group Policy will not apply to coverage an Insured has ported, unless required by law.

If you have any questions about portable coverage, please contact your Employer or us.

**Policyholder:** Nantworks LLC  
**Policy Number:** 974181 011  
**Policy Effective Date:** January 1, 2025  
**Portability Effective Date:** January 1, 2025

### **Portability Provisions**

**Eligible Portability Events**

You are eligible to port coverage on the date of the following Eligible Portability Events:

- your employment with your Employer ends; or
- you are no longer in an Eligible Group.

However, you will not be considered eligible to port coverage at the time of an Eligible Portability Event if the Employer's Policy is cancelled by us.

**Portable Coverage Available**

The amount of coverage in force for each Insured on the date of your Eligible Portability Event is available to port subject to the following:

*For you*

The maximum amount of coverage available to port is your in force Coverage Amount at the time of your Eligible Portability Event.

*For your Spouse*

The maximum amount of coverage available to port is your Spouse's in force Coverage Amount at the time of your Eligible Portability Event.

*For your Children*

The maximum amount of coverage available to port is your Children's in force Coverage Amount at the time of your Eligible Portability Event.

If you wish to make a change to an Insured's in force coverage at time of port, please refer to Changes to Ported Coverage for guidelines in changing coverage.

Coverage for any Insured cannot be increased above the amount currently in force at the time you apply for portable coverage.

**Applying for Portable Coverage**

If you choose to apply for portable coverage for yourself, you may also port coverage for your Spouse and Children.

You must apply for portable coverage and pay the first premium within 31 days from the date of an Eligible Portability Event.

Applications for Portability are available from your Employer.

**Ported Coverage Effective Date**

Once premiums and all forms have been received, ported coverage is effective on the day after coverage would have otherwise ended under your Employer's Policy.

**Changes to Ported Coverage**

You may decrease coverage for an Insured subject to the Coverage Amounts available at any time.

Ported coverage cannot be increased at any time for any Insured.

Decreases in coverage will take effect on the first of the month following the date we process the change.

Any decrease in coverage will not affect a Payable Claim that occurs prior to the decrease.

**End of Ported Coverage**

If you choose to cancel your ported coverage, coverage for all Insureds will end on the first of the month following the date you provide notification to us.

*For you*

Otherwise, your ported coverage will end on the earliest of:

- the date you fail to pay the required premium within 31 days of a premium due date;
- the date you are rehired by your Employer or return to an Eligible Group and are covered under the Employer's group Policy;
- the date coverage provided under Portability is cancelled by us for any reason upon 45 days notice; or
- the date you die.

*For your Spouse*

Your Spouse's ported coverage will end on the earliest of:

- the date your ported coverage ends;
- the date your Spouse is no longer eligible for coverage;
- the date your Spouse no longer meets the definition of a Spouse;
- the date of your Spouse's death; or
- the date of divorce or annulment.

If your Spouse's coverage ends as a result of your death, divorce or annulment, your Spouse has the option to port coverage in accordance with Portability for your Spouse and Children in the Event of your Death, Divorce or Annulment.

*For your Children*

Your Children's ported coverage will end on the earliest of:

- the date your ported coverage ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

Once ported coverage ends, it cannot be reinstated.

In the event your Employer's group Policy is terminated, Insureds who have continued their coverage under Portability of Critical Illness Insurance prior to the Employer's group Policy termination date will not be affected.

**Paying for**

You must make all premium contributions for ported coverage. We will bill you directly for

**Ported Coverage** any premium due.

**Rates for Ported Coverage** Premium will be based on the rates for Portability in effect on the date you apply to port coverage.

Portability rates may be changed by us at any time. We will provide Written notice at least 45 days before any change is to take effect.

### **Portability for your Spouse and Children in the Event of your Death, Divorce or Annulment**

**Eligible Portability Events for your Spouse** Your Spouse is eligible to port Spouse and Children coverage on the date of the following Eligible Portability Events for your Spouse:

- your death; or
- divorce or annulment.

**Portable Coverage Available** The amount of coverage in force for each Insured, on the date of the Eligible Portability Event for your Spouse, is available to port subject to the following:

*For your Spouse*

The maximum amount of coverage available to port is your Spouse's in force Coverage Amount at the time of the Eligible Portability Event for your Spouse.

*For your Children*

The maximum amount of coverage available to port is your Children's in force Coverage Amount at the time of the Eligible Portability Event for your Spouse.

If your Spouse wishes to make a change to an Insured's in force coverage at time of port, please refer to Changes to Ported Coverage for guidelines in changing coverage.

Coverage for any Insured cannot be increased above the amount currently in force at the time your Spouse applies for portable coverage.

**Applying for Portable Coverage** If your Spouse chooses to apply for portable Spouse coverage, your Spouse may also apply for portable Children coverage.

Your Spouse must apply for portable coverage and pay the first premium within 31 days from the date of the Eligible Portability Event for your Spouse.

Applications for Portability are available from us.

**Ported Coverage Effective Date** Once premiums and all forms have been received, ported coverage is effective on the day after coverage would have otherwise ended under the Employer's Policy.

**Changes to Ported Coverage** Your Spouse may decrease their Spouse and Children coverage subject to the Coverage Amounts available at any time.

Ported coverage cannot be increased at any time for any Insured.

Decreases in coverage will take effect on the first of the month following the date we process the change.

Any decrease in coverage will not affect a Payable Claim that occurs prior to the decrease.

**End of Ported Coverage** If your Spouse chooses to cancel ported coverage, your Spouse and Children's coverage will end on the first of the month following the date your Spouse provides notification to us.

*For your Spouse*

Otherwise, your Spouse's ported coverage will end on the earliest of:

- the date your Spouse fails to pay the required premium within 31 days of a premium due date;

- the date your Spouse is no longer eligible for coverage;
- the date coverage provided under Portability is cancelled by us for any reason upon 45 days notice; or
- the date of your Spouse's death.

*For your Children*

Your Children's ported coverage will end on the earliest of:

- the date your Spouse's ported coverage ends;
- the date your Children are no longer eligible for coverage; or
- the date your Children no longer meet the definition of Children.

Once ported coverage ends, it cannot be reinstated.

In the event your Employer's group Policy is terminated, Insureds who have continued their coverage under Portability of Critical Illness Insurance prior to the Employer's group Policy termination date will not be affected.

**Paying for Ported Coverage**

Your Spouse must make all premium contributions for Spouse and Children ported coverage. We will bill your Spouse directly for any premium due.

**Rates for Ported Coverage**

Premium will be based on the rates for Portability in effect on the date your Spouse applies to port Spouse and Children coverage.

Portability rates may be changed by us at any time. We will provide Written notice at least 45 days before any change is to take effect.

## GROUP CRITICAL ILLNESS

### THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY CERTAIN STATES. PLEASE READ CAREFULLY.

State variations apply and are subject to change. Consult your Employer or plan administrator for the most current state provisions that may apply to you.

**Full effect will be given to your state's civil union, domestic partner and same sex marriage laws to the extent they apply to you under a group insurance policy issued in another state.**

If you have a complaint about your insurance you may contact us at 1-800-321-3889, or the department of insurance in your state of residence. Links to the websites of each state department of insurance can be found at [www.naic.org](http://www.naic.org).

Si usted tiene una queja acerca de su seguro puede comunicarse con nosotros a través del número 1-800-321-3889, o al departamento de seguros de su estado de residencia. Puede encontrar enlaces a los sitios web de los departamentos de seguros de cada estado en [www.naic.org](http://www.naic.org).

The states of **Florida and Maryland** require us to advise residents of these states that if your Certificate was issued in a jurisdiction other than the state in which you reside, it may not provide all of the benefits required by the laws of your residence state.

The state of **Montana** requires us to notify you that the provisions in the Policy, including those in the Certificate of Coverage, conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the Policy Effective Date.

**If you are a resident of one of the states noted below, and the provisions referenced below appear in your certificate in a form less favorable to you as an Insured, they are amended as follows:**

---

#### For residents of Alaska

The **Filing a Claim** provision for *Claim Forms* in the **Claim Provisions** section of the certificate is amended so that claim forms will be sent to you within 10 working days from the date we receive the notice of a claim.

The **Filing a Claim** provision in the **Claim Provisions** section of the certificate is amended so that notification of a claim decision and payment issued for a Payable Claim is within 30 days after receipt of satisfactory Written Proof of Loss.

A **Payment of Interest** provision is added to the **Claim Provisions** section of the certificate to read as follows:

Any benefit payment issued after 30 days from the date we receive satisfactory Written Proof of Loss will accrue simple interest on the net benefit amount at the rate of 15% per year. Interest will accrue beginning on the day following the date that the benefit payment was due and ending on the date we make that benefit payment.

For purposes of this provision, a benefit payment is considered paid on the date payment is mailed or transmitted electronically.

The **Overpayment of Claims** provision in the **Claim Provisions** section of the certificate is amended by limiting the right to recover overpayments to 365 days from the date the claim was paid. This provision is amended to read as follows:

We have the right to recover any overpayments made on a prior claim up to 365 days from the date the claim was paid. However, in the event that we have clear and documented proof of Fraud or other intentional misconduct, we have the right to recover any overpayments at any time. In any event, we will provide Written notice at least 30 days before we seek recovery of an overpayment. Written notice will include adequate information to identify the specific claim and the specific reason for the recovery.

We must be reimbursed in full. If it is not possible to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

The **Confined or Confinement** definition in the **Glossary** section of the certificate is amended to read as follows:

Assignment to a bed as a resident inpatient in a medical or treatment facility, including an Observation Unit, on the advice of a Physician.

#### **For residents of Arkansas**

The **Children** definition in the **Glossary** section of the certificate is amended for a Child who is incapable of self-sustaining employment due to permanent intellectual or physical incapacity to read as follows:

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us in order to continue coverage that would have otherwise ended due to age. Ongoing proof of incapacity and dependency must be provided, at our expense, when requested by us.

#### **For residents of Idaho**

The *Date of Diagnosis* for **End Stage Renal (Kidney) Failure**, a Covered Condition found under **Critical Illnesses** in the **Critical Illness Details** section of the certificate is amended to read as follows

The date the Physician diagnoses the Insured as having End Stage Renal (Kidney) Failure.

The *Condition Definition* and *Date of Diagnosis* for **Major Organ Failure**, a Covered Condition found under **Critical Illnesses** in the **Critical Illness Details** section of the certificate is amended to read as follows:

Irreversible and end-stage failure of the heart, liver, both lungs, or pancreas.

The date a Physician diagnoses the Insured as having Major Organ Failure.

The *Date of Diagnosis* for **Addison's Disease**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Addison's Disease.

The *Date of Diagnosis* for **Amyotrophic Lateral Sclerosis (ALS)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Amyotrophic Lateral Sclerosis (ALS).

The *Date of Diagnosis* for **Dementia (including Alzheimer's Disease)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date the Insured is Cognitively Impaired due to Dementia (including Alzheimer's Disease) as diagnosed by a Physician.

The *Date of Diagnosis* for **Huntington's Disease**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Huntington's Disease.

The *Date of Diagnosis* for **Lupus**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Lupus.

The *Date of Diagnosis* for **Multiple Sclerosis (MS)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Multiple Sclerosis (MS). The diagnosis must be supported by one or more of the following:

- two or more separate clinical attacks, confirmed by magnetic resonance imaging (MRI) of the nervous system, showing multiple lesions of demyelination;
- well-defined neurological abnormalities lasting more than six months, confirmed by MRI of the nervous system, showing multiple lesions of demyelination; or
- a single attack, confirmed by repeated MRI of the nervous system, which shows multiple lesions of demyelination which have developed at intervals at least one month apart.

The *Date of Diagnosis* for **Muscular Dystrophy**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Muscular Dystrophy.

The *Date of Diagnosis* for **Myasthenia Gravis**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Myasthenia Gravis.

The *Date of Diagnosis* for **Parkinson's Disease**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Parkinson's Disease. The Insured must exhibit two or more of the following clinical manifestations for a period of at least 90 days:

- muscle rigidity;
- tremor; and
- bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses).

The *Date of Diagnosis* for **Systemic Sclerosis (Scleroderma)**, a Covered Condition found under **Progressive Diseases** in the **Critical Illness Details** section of the certificate is amended to read as follows:

The date a Physician diagnoses the Insured with Systemic Sclerosis (Scleroderma).

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended to read as follows:

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- participation in a felony;
- being engaged in an illegal occupation;
- being engaged in an illegal activity;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the National Guard or the armed forces of any nation, state, authority, or organization;
- voluntary use of alcohol or drugs or treatment for alcoholism or drug addiction unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Children** definition in the **Glossary** section of the certificate is amended to read as follows:

Any Child from live birth to age 26 who is:

- your own natural offspring;
- your Spouse's or Domestic Partner's Child;

- your lawfully adopted Child as of the earlier of;
  - the date the Child is physically placed with you in your care; or
  - the date you sign an adoption agreement that includes your binding obligation to assume financial responsibility for the child, if physical placement is prevented due to the medical needs of the child;
- a foster Child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren, nieces, and nephews living with you in a regular parent Child relationship that are dependent on you for primary financial support; or
- any other Child residing with you through legal mandate who is receiving more than one half of their primary financial support from you or your Spouse or Domestic Partner.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to an intellectual disability or physical disability prior to reaching age 26 and is dependent upon you for support and maintenance. Coverage for your Child will be continued subject to the End of Coverage provision.

You must submit proof of the Child's disability and dependency to us within 31 days of the Child's 26th birthday or we will accept proof within 31 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. During the first two years following the Child's 26th birthday or Coverage Eligibility Date, additional proof of a disability and dependency may be required at reasonable intervals. After this two year period, subsequent proof may be required but not more than once a year.

Your Children may not be insured as both a Child and an Employee.

Your Children may not be insured by more than one Employee.

#### **For residents of Louisiana**

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended to read as follows:

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- committing or attempting to commit a felony;
- being engaged in an illegal occupation;
- being engaged in an illegal activity;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the National Guard or the armed forces of any nation, state, authority, or organization;
- voluntary use of or treatment for voluntary use of any intoxicants or narcotics, unless administered on the advice of prescription or non-prescription drug, poison, fume, or other chemical substance or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the manufacturer, or as prescribed or directed by the Insured's Physician;
- being intoxicated;
- a Covered Loss that occurs while an Insured is incarcerated in a penal or correctional institution, except when the insured is legally detained in a correctional facility and has not been adjudicated or convicted of a criminal offense, or under house arrest or confinement.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended in that we may be subject to a penalty, payable to you, of double the amount of benefits due to the Insured under the terms of the certificate during the period of delay should we issue any benefit payment after 30 days from the date we receive satisfactory proof. This penalty may also include attorney's fees to be determined by the court.



The **Children** definition in the **Glossary** section of the certificate for "any other Child residing with you through legal mandate that is dependent on you for financial support" is amended to read as follows:

- any other Child residing with you through legal mandate;

The **Children** definition in the **Glossary** section of the certificate is amended to include any other Child if placed following an execution of an act of voluntary surrender on the date on which the act of voluntary surrender becomes irrevocable.

#### **For residents of Minnesota**

The **Exclusions** provision in the **Critical Illness Details** section of the certificate is amended so that any exclusion for claims caused by, contributed to by, or occurs as a result of injuring oneself intentionally or attempting or committing suicide, whether sane or not, is amended by removing the phrase, "or attempting or committing suicide."

The **Filing a Claim** provision for *Starting a Claim* in the **Claim Provisions** section of the certificate is amended so that notice of a claim can be provided to us by any of our authorized agents.

The **Representation in Applications** provision in the **General Provisions** section of the certificate is amended to read as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you. Statements may not be used in contesting the validity of the insurance with respect to which the statements were made after the insurance has been in force before the contest for a period of two years during the Insured's lifetime.

An **Intoxicated** definition is added to the **Glossary** section of the certificate to read as follows.

The Insured's blood alcohol level or THC level exceeds the legal limit for operating a motor vehicle in the state where the Accident occurred.

#### **For residents of Montana**

For purposes of the *Date of Diagnosis* in "**Cerebral Palsy**", "**Cleft Lip or Cleft Palate**", "**Congenital Heart Disease**", "**Down Syndrome**", "**Sickle Cell Anemia**", or "**Spina Bifida**" under the **Additional Critical Illnesses for your Children** in the **Critical Illness Details** section of the certificate, Children are defined as any Children from birth to age 26.

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended to read as follows:

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- convicted of committing or attempting to commit a felony;
- being engaged in an illegal occupation;
- being engaged in an illegal activity;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot, insurrection, or terrorist activity. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the National Guard or the armed forces of any nation, state, authority, or organization;
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical substance or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician;
- being intoxicated;
- a Covered Loss that occurs while an Insured is incarcerated in a penal or correctional institution, or under house arrest or confinement.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Filing a Claim** provision for *Starting a Claim* in the **Claim Provisions** section of the certificate is amended so that notice of a claim should be provided within 180 days from the date of the Covered Loss.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended so that benefits for which we are liable will be paid within 30 days after receipt of Written Proof of Loss.

A **Payment of Interest** provision is added to the **Claim Provisions** section of the certificate to read as follows:

Any benefit payment issued after 30 days from the date we receive satisfactory proof will accrue simple interest on the net benefit amount at the rate of 10 percent per year. Interest will accrue beginning on the 31st day and ending on the date we make the payment.

The **Overpayment of Claims** provision in the **Claim Provision** section of the certificate is amended by limiting the right to recover overpayments to 12 months from the date of payment. This provision is amended to read as follows:

We have the right to recover any overpayments for up to 12 months due to:

- Fraud;
- Misstatement of Information; or
- any error we make in processing a claim.

The 12 months we have to recover overpayments will begin:

- for Fraud, on the date the Department of Insurance (DOI) determines insufficient evidence of Fraud exists. If we suspect a claim is overpaid as the result of Fraud, we will report the activity and evidence to the DOI;
- for reasons other than Fraud, including error, omissions, misstatement, misrepresentation, or concealment of information, on the date we have actual knowledge of the invalid claim, overpayment, or other incorrect payment. We will not request reimbursement of an unpaid claim not the result of fraud more than 24 months from the date of payment, regardless of the date we obtain actual knowledge of the invalid claim, overpayment, or other incorrect information.

We must be reimbursed in full. If it is not possible for you to reimburse us in a lump sum payment, we will develop a reasonable method of repayment. This may include reducing or withholding future payments.

The **Representation in Applications** provision in the **General Provisions** section of the certificate is amended to read as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. Such statements will not be used to avoid insurance, reduce benefits, or deny a claim unless they are included in an application in Writing from you.

The **Children** definition in the **Glossary** section of the certificate is amended to read as follows:

Any Child from birth age 26 who is:

- your own natural offspring;
- your Spouse's child;
- your lawfully adopted Child as of the date the Child is placed in your physical custody for the purpose of adoption and must continue unless the placement of the Child is disrupted prior to legal adoption and the Child is removed from placement. Coverage at the time of placement must include the necessary care and treatment of medical conditions existing prior to the date of placement and may not impose a Pre-existing Condition exclusion;
- a foster Child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren, nieces, and nephews living with you in a regular parent Child relationship that are dependent on you for primary financial support; or
- any other Child residing with you through legal mandate that is dependent on you for financial support.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be Insured as both a Child and an Employee.

Your Children may not be Insured by more than one Employee.

### **For residents of New Hampshire**

The **Contestability** provision in the **Policy Provisions** section of the Policy is amended to remove reference to Fraud. Language has been replaced to read as follows:

However, in the event of non-payment of premium by the Insured or the Policyholder, we can take action at any time under the provision titled Cancellation or Modification of this Policy by Us and as permitted by applicable law.

The *Benefit Definition* for **Cancer Treatment and Care**, a Covered Condition found under **Additional Benefits** in the **Critical Illness Details** section of the certificate is amended so that the number of months after the certificate has been in force is no more than six months.

The *Condition Definition* for **Infectious Disease**, a Covered Condition found under **Supplemental Critical Illnesses** in the **Critical Illness Details** section of the certificate, is amended for the number of days an Insured must be confined to a Hospital to read 7 or more consecutive days.

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended to read as follows:

We will not pay benefits for any Covered Loss that is caused by, contributed to by, or occurs as a result of any of the following:

- participation in a felony;
- being engaged in an illegal occupation;
- injuring oneself intentionally or attempting or committing suicide, whether sane or not;
- active participation in a riot or insurrection. This does not include civil commotion or disorder, Injury as an innocent bystander, or Injury for self-defense;
- war or any act of war, whether declared or undeclared;
- combat or training for combat while serving in the National Guard or the armed forces of any nation, state, authority, or organization;
- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical substance or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician.

Additionally, no benefits will be paid for a Covered Loss that occurs prior to the Coverage Effective Date.

The **Pre-existing** Condition provision in the **Critical Illness Details** section of the certificate is amended so that the number of months prior to the Insured's Coverage Effective Date referenced in that section is no more than 6 months. The number of months after the Insured's Coverage Effective Date referenced in that section is no more than 6 months. Pre-existing Condition requirements are not applicable to congenital anomalies of a Child.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to read as follows:

#### **Payment of Benefits**

Benefits for which we are liable will be paid within 30 days after we receive written Proof of Loss. All benefits will be paid to you, unless otherwise noted or unless we receive Written authorization to pay them

elsewhere. This is an assignment of benefits, refer to the Assignment provision in the General Provisions section of this certificate.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

The **Assignment** provision in the **General Provisions** section of the certificate is amended to reflect that in no event may an Insured's assignee be a healthcare provider.

The **Contestability** provision in the **General Provisions** section of the certificate is amended to remove reference to Fraud. The last sentence has been replaced to read as follows:

However, in the event of non-payment of an Insured's premium, we can take action at any time under the provision titled Cancellation or Modification to the Policy and this Certificate of Coverage as permitted by applicable law.

If your certificate includes coverage for your Child to be continued past the age limit for Child coverage that would otherwise apply, the language specific to this coverage in the **Children or Child** definition in the **Glossary** section of the certificate is replaced as follows:

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

The **Covered Accident** definition in the **Glossary** section of the certificate is amended to read as follows:

An unintended or unforeseen bodily Injury sustained by an Insured, wholly independent of disease, bodily infirmity, or illness and which:

- occurs on or after the Coverage Effective Date; and
- occurs while coverage is in force.

The **Covered Sickness** definition in the **Glossary** section of the certificate is amended to read as follows:

An illness, disease, or medical condition including pregnancy, which:

- occurs on or after the Coverage Effective Date; and
- occurs while coverage is in force.

Complications of Pregnancy or Childbirth will be treated as any other Covered Sickness.

The **Injury** definition in the **Glossary** section of the certificate is amended to read "Any damage or harm to the body."

The **Nurse** definition in the **Glossary** section of the certificate is amended to read as follows:

A healthcare professional trained to care for people with Injuries or Sicknesses. A Nurse may include an Advanced Practice Registered Nurse, a graduate Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocational Nurse (L.V.N.).

We will not recognize you, your Spouse, Children, parents, siblings, a business or professional partner, or any person who has a financial affiliation or business interest with you, as a Nurse for a claim that you send to us.

The **Be Well Benefit** is called the **Health Screening Benefit**.

### For residents of Ohio

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to read as follows:

#### **Payment of Benefits**

Benefits for which we are liable will be paid immediately after we have received Written Proof of Loss. All benefits will be paid to you[, unless otherwise noted or unless we receive Written authorization to pay them elsewhere. This is an assignment of benefits, refer to the Assignment provision in the General Provisions section of this certificate.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

### For residents of South Carolina

The **Autopsy** provision in the **Claim Provisions** section of the certificate is amended so that when we request an Autopsy it will be at our expense.

The **Legal Actions** provision in the **Claim Provisions** section of the certificate is amended to read as follows:

If you or your authorized representative disagree with our decision, you or your authorized representative can start Legal Action regarding your claim 60 days after Proof of Loss has been given to us and up to six years from the latest of when:

- original Proof of Loss was first required to have been given to us;
- your claim was denied; or
- your benefits were terminated,

Unless applicable law requires us to afford a longer period within which to bring Legal Action.

### For residents of South Dakota

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended so that any exclusions for any Covered Loss that is caused by, contributed to by, or occurs as a result of:

- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician;
- being intoxicated;

are removed.

The **Physician** definition in the **Glossary** section of the certificate is amended to read as follows:

A person performing tasks that are within the limits of his or her medical license and is also:

- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction;
- licensed to practice medicine, prescribe and administer drugs, or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

We will not recognize you, your Spouse, children, parents, siblings, a past or present business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us. This exclusion does not apply in those areas in which the above mentioned person is the only Physician in the area and acting within the scope of their normal employment.

## For residents of Texas

An **Extension of Benefits** provision in the **Start of Coverage** section of the certificate is added to read as follows:

If coverage under this certificate ends while an Insured is disabled, the Insured's Group Critical Illness coverage may be continued, subject to the payment of premium, for up to the earliest of:

- the date the Insured is no longer disabled; or
- the date the Insured is covered for Group Critical Illness through another Employer.

Coverage ending will have no effect on benefits that would have otherwise been payable if this certificate had remained in force.

The **Payment of Benefits** provision in the **Claim Provisions** section of the certificate is amended to read as follows:

### **Payment of Benefits**

Benefits for which we are liable will be paid within 60 days after we receive Written Proof of Loss. All benefits will be paid to you or to your assignee, refer to the Assignment provision in the General Provisions section of this certificate. Benefits for Children who are receiving financial and medical benefits through the Texas Health and Human Services Commission will be paid to the Texas Health and Human Services Commission whenever:

- the Texas Health and Human Services Commission is paying benefits pursuant to Chapters 31 and 32 of the Human Resources Code, i.e., financial and medical assistance service programs administered pursuant to the Human Resources Code;
- the parent who is covered by this certificate has possession or access to the Child pursuant to a court order, or is not entitled to access or possession of the Child and is required by the court to pay child support; and
- we are notified at the time of claim that the Child is receiving financial and medical assistance.

In addition, benefits for Children may also be paid to a possessory or managing conservator of the Child if the appointment for that Child was issued by a court in this or another state.

In the event of your death, any unpaid benefits will be paid to your beneficiary in accordance with the Beneficiary Designation and Change provision or, if required, to the Texas Health and Human Services Commission.

In the event of your Spouse's death, should your Spouse have survived you and continued coverage, any unpaid benefits for your Spouse, will be paid to your surviving Spouse's beneficiary in accordance with the Beneficiary Designation and Change provision.

The **Representation in Applications** provision in the **General Provisions** section of the certificate is amended to read as follows:

In the absence of Fraud, any statements made by you will be considered a representation and not a warranty. The validity of this certificate may not be contested after it has been in force for two years after its date of issue. A statement made by you may not be used in contesting the validity of the insurance with respect to which the statement was made:

- after the insurance has been in force before the contest for two years during your lifetime; and
- unless the statement is contained in an application or is contained in a written instrument signed by you, and a copy of the signed application or written instrument containing the statement has been provided to you. If the statement was made by you and you have become incapacitated or died, a copy of the signed application or written instrument containing the statement will be provided to your beneficiary or your authorized representative.

The **Assignment** provision in the **General Provisions** section of the certificate is amended to read as follows.

An Assignment transfers all benefits payable under this certificate to someone else, known as an "assignee." We will recognize your assignee(s) under this certificate if:

- the Written form has been signed by you and the assignee and the Assignment in its Written form is acceptable to us; and
- in our discretion, we may reject and have no obligation under an Assignment unless a signed or certified copy of the Written Assignment has been received and recorded by us.

You may assign benefits payable under this certificate to a healthcare provider for which such benefits are payable.

An Assignment will take effect on the date you sign the Assignment. However, if we have taken any action or made any payment before we receive a notice of the Assignment, that Assignment will not go into effect for those actions taken or payments made prior to our receipt of the notice of Assignment. Unless stated otherwise in, or allowed by the Assignment, the assignment does not change a beneficiary designation.

You are responsible for assuring the validity of any assignment.

The **Children** definition in the **Glossary** section of the certificate is amended to read as follows:

Any Child from live birth to age 26 who is:

- your own natural offspring;
- your Spouse's Child;
- your lawfully adopted Child once a petition is filed for you to adopt the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren;
- any other child residing with you through legal mandate; or
- any other child for whom you are required to insure under a medical support order issued under Chapter 154, Family Code, or enforceable by a court in this state.

Coverage for your Child may be continued past age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children may not be insured as both a Child and an Employee.

Your Children may not be insured by more than one Employee.

The **Total Disability or Totally Disabled** definition in the **Glossary** section of the certificate is amended to read as follows:

The Insured is Totally Disabled when, as a result of a Covered Loss, the Insured is unable to perform with reasonable continuity the Material and Substantial Duties necessary to pursue the Insured's Regular Occupation. The Insured is Totally Disabled when they are Confined in a Hospital for treatment of a Critical Illness.

### **For residents of Utah**

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended by providing that any exclusion for any Covered Loss that is caused by, contributed to by, or occurs as a result of committing or attempting to commit a felony; being engaged in an illegal occupation or activity; or active participation in a riot, insurrection, or terrorist activity is applied only if you were a voluntary participant.

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate for the "being Intoxicated" exclusion is amended to read as follows:

- being Intoxicated in violation of a law. For purposes of this exclusion, "intoxicated" means the insured's blood alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident occurred.

The **End of Coverage** provision in the **End of Coverage** section *For your Children* of the certificate is amended to read as follows:

Your Children's coverage will end on the earliest of:

- the date your coverage under this certificate ends;
- the end of the month in which your Children are no longer eligible for coverage; or
- the end of the month in which your Children no longer meet the definition of Children.

The **Children** definition in the **Glossary** section of the certificate is amended to read as follows:

Any Child from the moment of birth to the end of the month in which they reach age 26 who is:

- your own natural offspring;
- your Spouse's child;
- your lawfully adopted Child as of the earliest of the date:
  - the child is placed in your care or in a medical facility. If placement for adoption occurs within 30 days of the child's birth, coverage begins from the moment of birth. If placement for adoption occurs 30 days or more after the child's birth, coverage begins from the date of placement;
  - a petition is filed for you to adopt the child; or
  - an adoption agreement, signed by you that includes your binding obligation to assume financial responsibility for the child;
- a foster child placed with you by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction;
- grandchildren, nieces, and nephews living with you in a regular parent child relationship that are dependent on you for primary financial support; or
- any other child for whom you are required by court or administrative order to provide coverage for.

Coverage for your Child may be continued past the end of the month in which they reach age 26 if your Child is incapable of self-sustaining employment due to permanent intellectual or physical incapacity prior to reaching age 26 and is dependent upon you for support and maintenance.

You must submit proof of the Child's incapacity and dependency to us within 120 days of the Child's 26th birthday or we will accept proof within 120 days of the Child's Coverage Eligibility Date that the Child was continuously covered under this or another similar group policy since age 26. Ongoing proof of incapacity and dependency must be provided when requested by us, but not more frequently than once a year.

Your Children be Insured as both a Child and an Employee.

Your Children be Insured by more than one Employee.

The **Hospital** definition in the **Glossary** section of the certificate is amended to read as follows:

An institution licensed as a hospital and operating within the scope of its license and provides medically necessary hospital confinement or treatment for sick or injured people.

For purposes of this certificate, the following hospital units meet the Glossary definition of Hospital:

- Hospital Subacute ICU;
- Progressive Care Unit;
- Intermediate Care Unit; and
- Step-Down Unit.

For purposes of this certificate, the following do not meet the Glossary definition of Hospital:

- a nursing home, a rest home, home for the aged, or an assisted living facility;
- a Hospice care facility;
- a Subacute Rehabilitation Unit or Rehabilitation Unit;
- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.



The **Nurse** definition in the **Glossary** section of the certificate is amended to be defined as a healthcare professional trained, duly licensed, and operating within the scope of their license to care for people with Injuries or Sickneses.

The **Pathological Diagnosis** definition in the **Glossary** section of the certificate is amended to read as follows:

A diagnosis made by a Physician based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of malignancy diagnosis must be in accordance with the standards set up by the American Board of Pathology.

The **Physician** definition in the **Glossary** section of the certificate is amended to read as follows:

A person performing tasks that are within the limits of his or her medical license.

We will not recognize you, your Spouse, children, parents, siblings, a past or present business or professional partner, or any person who has a financial affiliation or business interest with you, as a Physician for a claim that you send to us.

### **For residents of Vermont**

The minimum hours requirement of the **Eligible Groups** provision in the **Critical Illness Highlights** section of the certificate is amended to cover eligible employees working at least 17.5 hours per week.

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended by providing that any exclusion for any Covered Loss that is caused by, contributed to by, or occurs as a result of oneself intentionally or attempting or committing suicide, whether sane or not is applied only if you were sane when the event occurred.

The **Exclusions** provision in the **Critical Illness Details | Exclusions and Limitations** section of the certificate is amended so that any exclusions for any Covered Loss that is caused by, contributed to by, or occurs as a result of:

- voluntary use of or treatment for voluntary use of any prescription or non-prescription drug, poison, fume, or other chemical or controlled substance unless taken as directed by the manufacturer, or as prescribed or directed by the Insured's Physician; and
- being intoxicated;

are removed.

The **Autopsy** provision in the **Claim Provisions** section of the certificate is amended so that when we request an Autopsy where it is allowed by law, and not prohibited by the Insured's religion, it will be at our expense.

The **Fraud** provision in the **General Provisions** section of the certificate is amended to read as follows:

We want to make sure you and your Employer do not incur additional insurance costs as a result of the effects of insurance fraud. We promise to focus on all means necessary to support fraud detection, investigation, and prosecution.

Anyone who knowingly, and with intent to injure, defraud, or deceive us may be guilty of Fraud as determined by a court of law. This includes filing a claim or providing information that contains any false, incomplete, or misleading information.

We will pursue all appropriate legal remedies in the event of insurance fraud.

The **Covered Accident** definition in the **Glossary** section of the certificate is amended to read as follows:

A bodily Injury sustained by an Insured, which is the direct cause of the loss, independent of disease or bodily infirmity and which:

- occurs on or after the Coverage Effective Date;
- occurs while coverage is in force; and

- is not excluded by name or specific description in this certificate.

The **Hospital** definition in the **Glossary** section of the certificate is amended to remove the following criteria from what does not meet the Glossary definition of Hospital:

- a psychiatric unit or facility for the treatment of Mental or Nervous Disorders; and
- a facility for the treatment of Substance Abuse.

### **For residents of Wisconsin**

A **Grievance Procedure** provision is added to the **Claim Provisions** section of the certificate to read as follows.

Once you have received a decision on your claim or notice of coverage termination you have the right to submit a Written Grievance. Within five business days of receiving your Grievance, we will deliver or deposit in the mail to you or your authorized representative a Written acknowledgement confirming receipt of your Grievance. We will promptly investigate your Grievance.

If a Grievance is filed by you or on your behalf, you or your authorized representative have the right to appear in person before a Grievance panel to present Written or oral information. Prior to appearing before the Grievance panel, you or your authorized representative may submit written questions to the person(s) responsible for making the decision on your claim or to terminate your coverage.

We will provide you or your authorized representative with Written notification of the time and place of any Grievance panel meeting at least seven calendar days before the meeting and will make reasonable accommodations to allow you or your authorized representative to participate in the meeting.

The Grievance panel will consist of at least one person authorized to take corrective action on your Grievance, and, to the extent reasonably possible, at least one insured other than you who is not an Employee of the plan. The panel will not include the person who made the initial decision. Provided the panel consists of at least three persons, it may then include no more than one subordinate of the person who made the initial decision on your claim. Additionally, the panel may consult with the decision-maker and, if appropriate, a licensed health care provider with expertise in the field relating to your Grievance.

We will provide you and your authorized representative with Written notification of the disposition of your Grievance and any corrective action taken on your Grievance within 30 days of our receipt of your Grievance. Such notification will be signed by one voting member of the panel and will include a Written description of position titles of panel members involved in making the decision. If we are unable to resolve your Grievance within 30 calendar days, we may extend the time period by an additional 30 calendar days. If such an extension is needed, we will provide you and your authorized representative with Written notification which will include the reason additional time is needed and when resolution of your Grievance may be expected.

After the Grievance procedure is concluded, you may have a right to an independent review of any determination by us that the treatment provided does not meet the policy's requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness. You must request an independent review within four months after you receive notification of the disposition of your Grievance. You may request the review by providing Written notice to us of your request for the independent review and the independent review organization selected by you to conduct the review. Upon your request, we will provide you a copy of the listing of certified independent review organizations, or you may request the listing from the Commissioner of Insurance for the State of Wisconsin.

A **Grievance** definition is added to the **Glossary** section of the certificate to read as follows.

Any dissatisfaction with our provision of services or claim practices that is expressed to us in writing by you or on your behalf. It may include any of the following:

- provision of services;
- determination to reform or rescind a policy;
- determination of a diagnosis or level of service required for evidence-based treatment of autism spectrum disorders; or

- claim practices.

## ERISA

### Additional Summary Plan Description Information

If the Policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. These provisions, together with your Certificate of Coverage, constitute the summary plan description. The summary plan description and the Policy constitute the Plan. Benefit determinations are controlled exclusively by the Policy, your Certificate of Coverage and the information contained in this document.

**Name of Plan:**

NantWorks & Affiliates Health & Welfare Plan

**Name and Address of Employer:**

Nantworks LLC  
2040 E Mariposa Ave  
El Segundo, California  
90245

**Plan Identification Number:**

- a. Employer IRS Identification #: 36-4694712
- b. Plan #: 501

**Type of Welfare Plan:**

Critical Illness

**Type of Administration:**

The Plan is administered by the Plan Administrator. Benefits are administered by the insurer and provided in accordance with the insurance policy issued to the Plan.

**ERISA Plan Year Ends:**

December 31

**Plan Administrator, Name, Address, and Telephone Number:**

Nantworks LLC  
2040 E Mariposa Ave  
El Segundo, California  
90245  
(310) 853-7813

Nantworks LLC is the Plan Administrator and named fiduciary of the Plan, with authority to delegate its duties. The Plan Administrator may designate Trustees of the Plan, in which case the Administrator will advise you separately of the name, title and address of each Trustee.

**Agent for Service of Legal Process on the Plan:**

Nantworks LLC  
2040 E Mariposa Ave  
El Segundo, California  
90245

Service of legal process may also be made upon the Plan Administrator, or a Trustee of the Plan, if any.

**Funding and Contributions:**

The Plan is funded by insurance issued by Unum Insurance Company, 2211 Congress Street, Portland, Maine 04122, under 974181 011. Contributions to the Plan are made as stated under Paying for Coverage in the Certificate of Coverage.

**Employer's Right to Amend the Plan**

The Employer reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the Plan (including any related documents and underlying

policies), at any time and for any reason or no reason. Any amendment, modification, or termination must be in Writing and endorsed on or attached to the Plan.

### **Employer's Right to Request Policy Change**

The Employer can request a Policy change. A change to the Policy will be made valid once approved by one of our officers. The change must be in Writing and endorsed on or attached to the Policy.

### **Cancellation of the Policy by the Employer**

The Employer may cancel the Policy by providing us Written notice. In any event of cancellation, coverage will continue through the end of the day the cancellation takes effect.

A cancellation of the Policy will not affect a Payable Claim.

### **Cancellation or Modification of the Policy by Us**

In addition, we may cancel or modify the Policy if the Policy terms are not met, the Employer fails to satisfy its obligations, premium is not paid, a change in the Employer or in the law impacts the benefits payable or the risks insured or, depending on the Policy, at our election after any rate guarantee period.

In any event, we will provide Written notice to the Employer prior to any cancellation or modification date. The Employer may cancel the Policy if it chooses not to accept the Policy modifications made by us.

A cancellation of the Policy will not affect a Payable Claim.

### **Your Rights Under ERISA**

As a participant in the Plan 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

Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, 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.

Obtain, upon Written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

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 your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### Enforce Your Rights

If your claim for a 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 federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated

against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

#### Assistance with Your Questions

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

# Privacy Notice

This Privacy Notice applies to Unum Group's United States insurance operations and is being provided on behalf of its affiliates listed below ("Unum" "we"), as required by the Gramm-Leach Bliley Act and state insurance laws. This Notice describes how we collect, share, and protect nonpublic personal information (NPI).

## COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services, perform underwriting, provide stop loss coverage, and administer claims. The types of NPI we collect for these purposes may include telephone number, address, Social Security number, date of birth, occupation, income, and medical history, including treatment. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

## SHARING INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us perform underwriting, provide stop loss coverage, pay claims, detect fraud, and to provide reinsurance or auditing. We may share NPI with medical providers for insurance and treatment purposes and with insurance support organizations. The organizations may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes, with parties for a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

We do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

## SAFEGUARDING INFORMATION

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

## ACCESS TO INFORMATION

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing, providing your full name, address, telephone number and policy number, to the address below. We will reply within 30 business days of receipt. If you request, we will send copies of the NPI to you or make available to you at our office. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

## CORRECTION OF INFORMATION

If you believe the NPI we have about you is incorrect, please write to us and include your full name, address, telephone number and policy number if we have issued a policy, and the reason you believe the NPI is inaccurate. We will reply within 30 business days of receipt. If we agree with you, we will correct the NPI and

notify you and insurance support organizations that may have received NPI from us in the preceding 7 years. We will also, if you ask, notify any person who may have received the incorrect NPI from us in the past 2 years.

If we disagree with you, we will tell you we are not going to make the correction and the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct and the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI to be accessible. We will include your statement any time the disputed NPI is reviewed or disclosed. We will also give the statement to insurance support organizations that gave us NPI and to any person designated by you, if we disclosed the disputed NPI to that person in the past two years.

### **COVERAGE DECISIONS**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI. You may submit a written request for the reason(s) for our decision within 90 business days of our decision. We will reply within 21 business days of receipt with the specific reasons, if not initially furnished, and specific items of information that supported our decision.

### **CONTACTING US**

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit: [unum.com/privacy](http://unum.com/privacy) or [coloniallife.com](http://coloniallife.com). You may also write to: Privacy Officer, Unum, 2211 Congress Street, B267, Portland, Maine 04122 or at [Privacy@unum.com](mailto:Privacy@unum.com).

We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and Starmount Life Insurance Company.

2020 Unum Group. All rights reserved. Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

[unum.com](http://unum.com)

MK-1883 (06-2020)



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

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

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

### **COVERAGE**

#### **Persons Covered**

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

#### **Amounts of Coverage**

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

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

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

- Life Insurance
  - 80% of death benefits but not to exceed \$300,000
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities
  - 80% of present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed 250,000

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

##### **Health Insurance**

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

### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

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

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

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans to the extent they are self funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C).

### **NOTICES**

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

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

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

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