



**Car Toys, Inc. and Wireless Advocates, LLC.**

Group Voluntary Accident

Policy No. R0662460

All Employees

Underwritten by Unum Life Insurance Company of America

December 6, 2016

## CERTIFICATE OF COVERAGE

**THIS IS A LIMITED BENEFIT CERTIFICATE OF COVERAGE.  
PLEASE READ IT CAREFULLY.**

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your **Certificate of Coverage** as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of this certificate of coverage (issued to you) are different from the policy (issued to the Policyholder), the certificate will govern. The policy may be changed in whole or in part. Only an officer of Unum can approve a change. The approval must be in writing and endorsed on or attached to the policy. Any other person, including a producer, may not change the policy or waive any part of it.

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, ME 04122

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## BENEFITS AT A GLANCE

This accident policy provides financial protection for you by paying a benefit if you suffer a covered accident. The amount you receive is based on the amount of coverage in effect on the date of the accident according to the terms and provisions of the policy. You also have the opportunity to have coverage for your spouse and dependent child(ren).

### EMPLOYER'S ORIGINAL POLICY

EFFECTIVE DATE: January 1, 2017

POLICY NUMBER: R0662460 GRP\_ACC\_VOL\_11-01

### ELIGIBLE GROUP(S):

All Employees in **Active Employment** in the United States with the **Employer**.

### MINIMUM HOURS REQUIREMENT:

**Employees** must be in active employment at least 30 hours per week.

### PAYING FOR COVERAGE:

#### For You:

You must make contributions for your coverage.

#### For Your Spouse:

You must make contributions for coverage for your spouse.

#### For Your Dependent Child(ren):

You must make contributions for coverage for your **Dependent Child(ren)**.

### COVERAGE TYPE:

On & Off Job Accident

### ACCIDENT BENEFIT:

### COVERAGE FOR EMPLOYEE, SPOUSE AND DEPENDENT CHILD(REN)

Your confirmation of coverage will indicate those covered for accident benefits under this policy.

If a benefit amount below does not indicate an amount for the spouse and dependent child(ren), the benefit amount will be the same as the employee benefit amount.

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

#### Accidental Death

Employee	\$50,000
Spouse	\$20,000
Dependent Child(ren)	\$10,000

#### Accidental Death - Common Carrier

Employee	\$150,000
Spouse	\$60,000
Dependent Child(ren)	\$30,000

**Accidental Dismemberment**

**Initial Accidental Dismemberment**

loss of both hands or both feet; or	\$15,000
loss of one hand and one foot; or	\$15,000
loss of one hand or foot; or	\$7,500
loss of two or more fingers, toes or any combination; or	\$1,500
loss of one finger or toe	\$750

**Catastrophic Accidental Dismemberment**

loss of both hands or both feet; or  
loss of one hand and one foot

	<u>Prior to age 65</u>	<u>Age 65 - 69</u>	<u>Age 70 and over</u>
Employee	\$100,000	\$50,000	\$25,000
Spouse	\$50,000	\$25,000	\$12,500
Dependent Child(ren)	\$50,000	\$25,000	\$12,500

**Accidental Loss**

**Initial Accidental Loss**

Permanent Paralysis; or	\$15,000
loss of sight of both eyes; or	\$15,000
loss of sight of one eye; or	\$7,500
loss of the hearing of one ear	\$7,500

**Catastrophic Accidental Loss**

Permanent Paralysis; or  
loss of sight of both eyes; or  
loss of the hearing of both ears; or  
loss of the ability to speak

	<u>Prior to age 65</u>	<u>Age 65 - 69</u>	<u>Age 70 and over</u>
Employee	\$100,000	\$50,000	\$25,000
Spouse	\$50,000	\$25,000	\$12,500
Dependent Child(ren)	\$50,000	\$25,000	\$12,500

**Ambulance, Air** \$1,500

**Ambulance, Ground** \$400

**Appliance** \$100

**Blood / Plasma / Platelets** \$400

**Burns**

**2nd degree**

35 or more square inches of the body surface \$1,000

**3rd degree**

At least 10 square inches, but less than 20 square inches; or \$2,500  
At least 20 square inches, but less than 35 square inches; or \$5,000  
35 or more square inches of the body surface \$10,000

**Burns - Skin Grafts**

**Skin grafts** for 2nd or 3rd degree burns 50% of applicable  
Burn benefit

**Skin grafts** for any other accidental traumatic loss of skin:  
At least 10 square inches, but less than 20 square inches; or \$150  
At least 20 square inches, but less than 35 square inches; or \$250

35 or more square inches of the body surface		\$500
<b>Chiropractic Treatment</b>		\$25
<b>Coma</b>		\$10,000
<b>Concussion</b>		\$150
<b>Dental Work (emergency)</b>		
Dental Crown		\$300
Dental Extraction		\$100
<b>Dislocation (separated joint)</b>		
	<b>Closed</b>	<b>Open</b>
<b>Joint</b>	<b>Reduction</b>	<b>Reduction</b>
Hip	\$3,000	\$6,000
Knee (except patella)	\$1,500	\$3,000
Ankle - Bone or Bones of the Foot (other than toes)	\$1,200	\$2,400
Collarbone (sternoclavicular)	\$750	\$1,500
Lower Jaw	\$450	\$900
Shoulder (glenohumeral)	\$450	\$900
Elbow	\$450	\$900
Wrist	\$450	\$900
Bone or Bones of the Hand (other than fingers)	\$450	\$900
Collarbone (acromioclavicular and separation)	\$150	\$300
One Toe or Finger	\$150	\$300
Incomplete dislocation or dislocation reduction without anesthesia - 25% of the applicable amount for closed reduction of joint involved.		
<b>Emergency Room Treatment</b>		\$150
<b>Emergency Treatment in a Physician Office / Urgent Care Facility</b>		
Physician's office; or		\$75
Urgent Care Facility		\$75
<b>Eye Injury</b> with surgical repair		\$300
<b>Fracture (broken bone)</b>		
	<b>Closed</b>	<b>Open</b>
<b>Bone</b>	<b>Reduction</b>	<b>Reduction</b>
Depressed Skull fracture (except bones of face or nose)	\$3,750	\$7,500
Simple Non-depressed Skull fracture (except bones of face or nose)	\$1,500	\$3,000
Hip, Thigh (femur)	\$2,250	\$4,500
Vertebrae, Body of (excluding vertebral processes)	\$1,200	\$2,400
Pelvis (includes ilium, ischium, pubis, acetabulum except coccyx)	\$1,200	\$2,400
Leg (tibia and/or fibula)	\$1,200	\$2,400
Bones of Face or Nose (except mandible or maxilla)	\$525	\$1,050
Upper Jaw, Maxilla (except alveolar process)	\$525	\$1,050
Upper Arm between Elbow and Shoulder (humerus)	\$525	\$1,050
Lower Jaw, Mandible (except alveolar process)	\$450	\$900
Shoulder Blade (scapula), Collarbone (clavicle, sternum)	\$450	\$900
Vertebral Processes	\$450	\$900
Forearm (radius and/or ulna), Hand, Wrist (except fingers)	\$450	\$900
Kneecap (patella)	\$450	\$900
Foot (except toes)	\$450	\$900
Ankle	\$450	\$900
Rib	\$375	\$750
Coccyx	\$300	\$600
Finger, Toe	\$75	\$150
Chip fracture - 25% of the applicable amount for closed reduction of the bone listed above.		

<b>Hospitalization</b>	
Hospital Admission; or	\$1,000
Hospital Intensive Care Unit Admission	\$1,500
Hospital Confinement; or	\$200
Hospital Intensive Care Unit Confinement	\$400
<b>Knee Cartilage</b>	
Torn with surgical repair	\$750
Exploratory without repair	\$150
<b>Laceration</b>	
Laceration(s)	\$25
Repaired by stitches:	
Total of all lacerations is less than two inches (5.08 centimeters) long	\$75
Total of all lacerations is two to six inches (5.08 to 15.24 centimeters) long	\$300
Total of all lacerations is over six inches (over 15.24 centimeters) long	\$600
<b>Lodging</b>	\$150
<b>Medical Imaging</b>	\$200
<b>Open Abdominal and Thoracic / Hernia</b>	
Open abdominal or thoracic surgery	\$1,500
Hernia with surgical repair	\$150
Exploratory without repair	\$150
<b>Outpatient Surgery Facility Service</b>	\$300
<b>Pain Management</b>	\$100
<b>Physician Follow-up Visit</b>	
Physician's office; or	\$75
Urgent Care Facility	\$75
<b>Prosthetic Device / Artificial Limb</b>	
One	\$750
More than one	\$1,500
<b>Rehabilitation Unit Confinement</b>	\$100
<b>Ruptured Disc with surgical repair</b>	\$800
<b>Tendon / Ligament / Rotator Cuff</b>	
One with surgical repair	\$800
Two or more with surgical repair	\$1,200
Exploratory without repair	\$150
<b>Therapy Services</b>	
Occupational, Physical, or Speech Therapy	\$25
<b>Transportation (plane, car, bus or train)</b>	.40 per mile
<b>OTHER FEATURES</b>	
Portability	

The above items are only highlights of this policy. For a full description of your coverage, continue reading your certificate of coverage and if you make contributions for your coverage, refer to your confirmation of coverage. The plan includes enrollment, risk management and other support services related to your employer's benefit program.

## CLAIM INFORMATION

**Notice of Claim.** Notice of claim should be sent to Unum within 90 days after the date of the accident for which a benefit is claimed or the date of **Covered Loss** for which a benefit is claimed, or as soon as is reasonably possible. If notice is not reasonably possible to provide within 90 days, it must be given no later than one year after the time notice of claim is required. These time limits will not apply during any time period **You** or **Your** authorized representative lacks the legal capacity to give Unum notice of claim. Notice should be sent to Unum at **Our** home office. If you submit a claim before notification of Unum's decision on any coverage amount requiring **Evidence of Insurability**, the amount of coverage applicable to the claim will be determined as if Unum's final underwriting decision had been made prior to the date of the accident or date of covered loss.

**Claim Forms.** When Unum receives a notice of claim, claim forms will be sent for filing proof of claim within 15 days. If claim forms are not sent within 15 days, the proof of claim requirements will be met if **We** receive a written statement of the nature and extent of the loss as required in the proof of claim section. Claim forms are also available from your employer.

**Proof of Claim.** Proof of claim must include documentation furnished by a **Physician** and supported by clinical, radiological, histological, pathological, and/or laboratory evidence. It may also include one or more of the following: a physician's bill, a **Hospital** bill, or other proof of charges.

If it is not reasonably possible to give proof of claim within 90 days after the date of the accident for which a benefit is claimed or date of covered loss for which a benefit is claimed, it must be given no later than one year after the time proof of claim is required. These time limits will not apply during any time period the **Insured** or the insured's authorized representative lacks the legal capacity to give Unum proof of claim.

**Time of Payment of Claims.** After Unum receives, evaluates and processes proof of claim, Unum will immediately pay any benefits due.

**Payment of Claims.** Benefits will be paid to you unless such benefits have been assigned. If you are not competent, Unum can pay up to \$2,000 to the person or institution that appears to have assumed your custody and main support. Any accrued benefits unpaid at your death will be paid to the named beneficiary, if any, otherwise to your estate. Unum will be discharged to the extent of any such payment made in good faith.

**Overpayments.** Unum has the right to recover any overpayments due to:

- fraud; and
- any error we make in processing a claim.

You must reimburse **Us** in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

**Unpaid Premium.** Any unpaid premium due for your coverage under this policy may be recovered by us by offsetting against amounts otherwise payable to you, your

beneficiary, or your legal representative(s) under this policy, or by other legally permitted means.

**Assignment.** The rights provided to you by the policy are owned by you, unless you assign your rights under the policy to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the policy provisions before receiving and registering an assignment.

**Physical Examinations and Autopsy.** We can require that the insured be examined by a physician of our choice at our expense as often as it is reasonably necessary while a claim is pending. In case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

**Legal Actions.** You or your authorized representative can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim was first required to have been given; or your claim was denied; or your benefits were terminated, unless otherwise provided under federal law.

## GENERAL PROVISIONS

### ELIGIBILITY FOR COVERAGE

#### Employee

If you are working for your employer in an eligible group, you are eligible for coverage the later of:

- the policy effective date; or
- the day after you complete any applicable **Waiting Period**.

If your employment ends and you are rehired within 12 months, your previous work in an eligible group will apply toward the waiting period. All other policy provisions apply.

Unum will apply any period of work with your employer toward the waiting period to determine your eligibility date.

#### Spouse

If you are covered under this policy, your **Spouse** is eligible for coverage on the later of:

- the date your coverage begins; or
- the date you first acquire a spouse.

You may not apply for coverage for your spouse if your spouse is covered as an employee.

#### Dependent Child(ren)

If you are covered under this policy, your **Dependent Children** are eligible for coverage on the later of:

- the date your coverage begins; or
- the date you first acquire the dependent child.

If your spouse is an eligible employee, only one of you may apply for coverage on dependent child(ren).

#### Coverage Effective Date

You may apply, at **Enrollment**, for coverage based on the benefits available as shown in the BENEFITS AT A GLANCE section. Evidence of Insurability may be required. When you apply for coverage or are covered under this policy, you are also eligible to apply for coverage on your spouse and dependent child(ren).

The insured's coverage will begin at 12:01 a.m. on the date shown on the confirmation of coverage, provided Unum has approved your application and any required evidence of insurability.

If you are absent from work on the date your coverage would normally begin due to **Injury**, or sickness, temporary **Layoff** or **Leave of Absence**, the proposed insured's coverage will begin on the date you return to active employment.

## **Newborn Coverage**

Your dependent children who are born or placed for adoption while you are covered under this policy are covered for 60 days from the moment of live birth or date of placement for adoption. If you do not have dependent child(ren) coverage at the time of the birth or placement for adoption, you must notify Unum within 60 days of the newly eligible dependent child's birth or placement for adoption and pay the required additional premium for your dependent child(ren)'s coverage to continue. If you have dependent child(ren) coverage at the time of the newly eligible dependent child's birth or placement for adoption, it is not necessary for you to notify Unum or pay any additional premium.

## **Employer Changes to the Policy**

Once your coverage begins and you are in active employment or on a covered layoff or leave of absence, any coverage changes made by your employer, consistent with the options you select, will take effect on the date agreed upon by Unum and your employer.

If you are not in active employment due to injury or sickness, any coverage changes requested by your employer will begin on the date you return to active employment.

Coverage changes will not affect a **Payable Claim** that occurs prior to the effective date of the change.

## **Changes You Make to Your Coverage**

If changes in coverage are allowed, you may choose to:

- increase coverage based on the available benefits shown in the BENEFITS AT A GLANCE section;
- decrease coverage based on the available benefits shown in the BENEFITS AT A GLANCE section; or
- cancel coverage.

Evidence of insurability may be required.

Changes in coverage begin at 12:01 a.m. on the date shown on your confirmation of coverage. However, if you are absent from work due to injury, sickness, temporary layoff or leave of absence on the date your change in coverage would normally begin, changes in coverage that you make will begin on the date you return to active employment.

Changes in coverage will not affect a payable claim that occurs prior to the effective date of the change.

**Termination of Employee Coverage.** If you choose to cancel your coverage under the policy, your coverage ends on the first of the month following the date you provide notification to your employer.

Otherwise, your coverage under the policy ends on the earliest of the:

- date this policy is cancelled;

- date you are no longer in an eligible group;
- date your eligible group is no longer covered;
- date of your death;
- last day of the period for which you made any required contributions; or
- last day you are in active employment. However, as long as premium is paid as required, coverage will continue if you elect to continue coverage under the Portability provision or in accordance with the layoff and leave of absence provisions of this policy.

Unum will provide coverage for a payable claim which occurs while you are covered under this policy.

**Termination of Spouse Coverage.** If you choose to cancel your spouse's coverage under the policy, coverage for your spouse ends on the first of the month following the date you provide notification to your employer.

Otherwise, spouse coverage under the policy ends on the earliest of the:

- date this policy is cancelled;
- date you are no longer in an eligible group;
- date your eligible group is no longer covered;
- date of your death;
- last day of the period for which you made any required contributions;
- last day you are in active employment. However, as long as premium is paid as required, coverage will continue if you elect to continue coverage under the portability provision or in accordance with the layoff and leave of absence provisions of this policy;
- date your coverage under the policy ends;
- date your spouse no longer meets the definition of spouse; or
- date of divorce or annulment or the date your domestic partnership ends.

Unum will provide coverage for a payable claim which occurs while your spouse is covered under the policy.

**Termination of Dependent Child(ren) Coverage.** If you choose to cancel your dependent child(ren)'s coverage under the policy, coverage for your dependent child(ren) ends on the first of the month following the date you provide notification to your employer.

Otherwise, dependent child(ren) coverage under the policy ends on the earliest of the:

- date this policy is cancelled;
- date you are no longer in an eligible group;
- date your eligible group is no longer covered;
- date of your death;
- last day of the period for which you made any required contributions;
- last day you are in active employment. However, as long as premium is paid as required, coverage will continue if you elect to continue coverage under the portability provision or in accordance with the layoff and leave of absence provisions of this policy;
- date your coverage under the policy ends; or
- date your dependent child(ren) no longer meets the definition of dependent child(ren).

Unum will provide coverage for a payable claim which occurs while your dependent child(ren) is covered under the policy.

**Layoff.** If you are on a temporary layoff, and if premium is paid, any insured will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

**Leave of Absence.** If you are on a leave of absence, other than for family or medical leave, and if premium is paid, any insured will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

**Absence Due to Injury or Sickness.** If you are not working due to injury or sickness, and if premium is paid, any insured may continue to be covered subject to the Termination of Employee Coverage provision.

**Continuing Coverage while Employee is on Family and Medical Leave of Absence.** Unum 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.

Coverage will be continued until the end of the latest of the leave period:

- required by the Federal Family and Medical Leave Act of 1993 and any amendments;
- required by applicable state law; or
- provided to you for an injury or sickness.

If your Employer's Human Resource policy does not provide for continuation of your coverage during a family and medical leave of absence, your coverage will be reinstated when you return to active employment.

Unum will not:

- apply a new waiting period; or
- require evidence of insurability.

**Insurance Fraud.** Unum wants to ensure you and your employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

**Contestability of Statements in Application or Evidence of Insurability.** Unum considers any statements you make in a signed application or evidence of insurability form, or that your employer makes in the application process, a representation and not a warranty. If any of the statements you or your employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

As a basis for doing this, we will use only statements made by the employer in the application process or statements made by you in a signed application or evidence of insurability form.

Except in the case of fraud, Unum can take action only in the first 2 years any insured's coverage is in force.

If the employer gives Unum information about you that is incorrect, Unum will:

- use the facts to decide whether you have coverage under the policy and in what amounts; and
- make a fair adjustment of the premium.

**Employer as Agent.** For purposes of this policy, the employer acts on its own behalf or as the employee's agent. Under no circumstances will the employer be deemed the agent of Unum.

**Communicating with You or Your Employer.** Unum may provide notices, information and other communications to you or your employer in written, or electronic or telephonic form.

**Workers Compensation or State Disability Insurance.** This policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

**Cancellation or Modification of this Policy.** This **Policyholder** provision applies to your coverage. This policy can be cancelled by:

- Unum; or
- the Policyholder.

Unum may cancel or modify this policy if:

- our participation requirements are not met, as applicable;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this policy;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to us the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale or reorganization of the Policyholder and/or its employees;
- Unum provides 45 days notice at any time after the Initial Rate Guarantee for any reason; or
- Unum is notified of a change in Federal or State Law materially affecting the policy.

If Unum cancels or modifies this policy, for any of the reasons listed above, a written notice will be delivered to the Policyholder at least 45 days prior to the cancellation date

or modification date. The Policyholder may cancel this policy if the modifications are unacceptable.

If any premium is not paid during the 31 day grace period, this policy will cancel automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay us all premiums due for the full period this policy is in force. In the event of termination, this policy may be reinstated only as agreed upon by Unum and the Policyholder. If Unum agrees to reinstate this policy, such reinstatement will not constitute waiver of the termination provision in the future.

The Policyholder may cancel this policy by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Policyholder and Unum agree, this policy can be cancelled on an earlier date. If Unum or the Policyholder cancels this policy, coverage will end at 12:00 midnight on the last day of coverage.

If this policy is cancelled, the cancellation will not affect a payable claim.

## BENEFIT INFORMATION

### **Accidental Death**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a **Covered Accident** and the injury causes the insured to die within 365 days after the covered accident.

If we pay this benefit, we will not pay the Common Carrier benefit.

### **Accidental Death-Common Carrier**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if any insured is injured as the result of a covered accident while a fare paying passenger on a **Common Carrier** and the injury causes the insured to die within 365 days after the covered accident.

If we pay this benefit, we will not pay the Accidental Death benefit.

### **Accidental Dismemberment**

#### **Initial Accidental Dismemberment**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for loss suffered as the result of a covered accident and which occurs within 365 days after the covered accident:

- Loss of a hand means that the hand is cut off through or above the wrist joint.
- Loss of a foot means that the foot is cut off through or above the ankle joint.
- Loss of a finger means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand.
- Loss of a toe means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.

The Initial Accidental Dismemberment benefit will be payable once per insured per covered accident. Unum will not pay the Initial Accidental Dismemberment benefit and the Initial Accidental Loss benefit for the same covered accident.

#### **Catastrophic Accidental Dismemberment**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section at the end of the Catastrophic Accidental Dismemberment Elimination Period if any insured:

- sustains Catastrophic Accidental Dismemberment as the result of a covered accident; and
- is under the appropriate care of a physician during the Catastrophic Accidental Dismemberment Elimination Period; and
- remains alive at the end of the Catastrophic Accidental Dismemberment Elimination Period.

**Catastrophic Accidental Dismemberment Elimination Period** means the period of 365 days after the date of a covered accident.

**Catastrophic Accidental Dismemberment** means an injury that within 365 days of the covered accident results in total and irrecoverable loss:

- Loss of a hand means that the hand is cut off through or above the wrist joint.

- Loss of a foot means that the foot is cut off through or above the ankle joint.

The Catastrophic Accidental Dismemberment benefit will be payable once per lifetime per insured. Unum will not pay the Catastrophic Accidental Dismemberment and the Catastrophic Accidental Loss benefit to the same insured.

## **Accidental Loss**

### **Initial Accidental Loss**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for loss suffered as the result of a covered accident and which occurs within 365 days after the covered accident.

Permanent paralysis as the result of a covered accident means the complete and permanent loss of the use of two or more limbs through paralysis for a continuous period of 90 days as confirmed by a physician. In the case of a transected spinal cord with supporting clinical and radiological evidence and no expectation of return of function, the continuous 90 days requirement specified above is waived.

Loss of sight of an eye means that at least 80 percent of vision is permanently lost.

Loss of hearing means deafness in at least one ear, such that it cannot be corrected to any functional degree by any procedure, aid or device.

The Initial Accidental Loss will be payable once per insured per covered accident. Unum will not pay the Initial Accidental Loss and the Initial Accidental Dismemberment benefit for the same covered accident.

### **Catastrophic Accidental Loss**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section at the end of the Catastrophic Accidental Loss Elimination Period if any insured:

- sustains a Catastrophic Accidental Loss as the result of a covered accident; and
- is under the appropriate care of a physician during the Catastrophic Accidental Loss Elimination Period; and
- remains alive at the end of the Catastrophic Accidental Loss Elimination Period.

**Catastrophic Accidental Loss Elimination Period** means the period of 365 days after the date of a covered accident.

**Catastrophic Accidental Loss** means an injury that within 365 days of the covered accident results in total and irrecoverable loss.

- Permanent Paralysis as the result of a covered accident means the complete and permanent loss of the use of two or more limbs through paralysis for a continuous period of 365 days as confirmed by a physician.
- The loss of sight means both eyes are totally blind and that no sight can be restored.
- The loss of hearing means deafness in both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device.
- The loss of the ability to speak means loss of audible communication, such that it cannot be corrected to any functional degree by any procedure, aid or device.

The Catastrophic Accidental Loss benefit will be payable once per lifetime per insured. Unum will not pay the Catastrophic Accidental Loss benefit and the Catastrophic Accidental Dismemberment benefit to the same insured.

### **Ambulance, Air**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if a licensed professional air ambulance company transports by air any insured to or from a hospital or between medical facilities where treatment for injuries is received as the result of a covered accident. The air ambulance transportation must be within 48 hours after the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Ambulance, Ground**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if a licensed professional ambulance company transports any insured by ground to or from a hospital or between medical facilities where treatment for injuries is received as the result of a covered accident. The ambulance transportation must be within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Appliance**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as the result of a covered accident and a physician prescribes the use of a medical appliance as an aid in personal locomotion or mobility. For purposes of this benefit, appliance means a walking boot that extends above the ankle, brace for the neck, back or leg, cane, crutches, walker and wheelchair. The use of a medical appliance must begin within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Blood / Plasma / Platelets**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and receives the transfusion of blood/plasma/platelets. The blood/plasma/platelets must be administered within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Burns**

Unum will pay the applicable benefit shown in the BENEFITS AT A GLANCE section if an insured receives burns as a result of a covered accident and is treated by a physician within 72 hours after the covered accident. Unum will pay one of the benefit amounts found in the BENEFITS AT A GLANCE section once per insured per covered accident. In the event the insured meets more than one of the burn classifications, Unum will pay the higher amount.

### **Burns - Skin Grafts**

Unum will pay the applicable benefit shown in the BENEFITS AT A GLANCE section if an insured receives a skin graft as a result of a covered accident. Unum will pay this benefit once per insured per covered accident. This benefit will not be paid for elective procedures and/or cosmetic surgery that are not the result of a covered accident.

### **Chiropractic Treatment**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured suffers a structural imbalance as a result of a covered accident and receives **Chiropractic Care Services** by a chiropractor in a chiropractor's office. Treatment

must begin within 365 days after the covered accident and must be completed within 365 days after the covered accident. Unum will pay this benefit up to 3 visits per insured per covered accident and only 3 visits per **Calendar Year**.

### **Coma**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is in a coma. Coma means a coma resulting from a severe traumatic brain injury due to a covered accident that results in a continuous state of profound unconsciousness lasting for a period of 14 or more consecutive days, characterized by the absence of:

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

The condition must require intubation for respiratory assistance. Benefits will not be paid for a medically induced coma. Unum will pay this benefit once per insured per covered accident.

### **Concussion**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured sustains a concussion as the result of a covered accident and is diagnosed by a physician within 72 hours from the date of the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Dental Work (emergency)**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured suffers a broken tooth as a result of a covered accident and is repaired by a dental crown and/or dental extraction. The dental services must begin within 365 days of the covered accident.

One dental crown and one dental extraction benefit are payable per insured per covered accident, regardless of the number of teeth involved.

### **Dislocation (separated joint)**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured and suffers a dislocation as the result of a covered accident. A dislocation is a completely separated joint. It must be diagnosed as a dislocation by a physician within 365 days after the covered accident. The dislocation must be corrected by open (surgical) or closed (non-surgical) reduction.

#### **Dislocation due to a covered accident**

Unum will pay this benefit only for the first dislocation of a joint after the coverage effective date. Subsequent dislocations of the same joint after the coverage effective date will not be covered.

#### **Multiple dislocations due to a covered accident**

Unum will pay for each dislocation, but will pay no more than two times the benefit amount for the joint involved which has the highest benefit amount.

#### **Reduction by a physician without anesthesia**

Unum will pay 25% of the benefit shown in the BENEFITS AT A GLANCE section for a closed reduction of the joint involved.

### **Incomplete dislocation diagnosed by a physician**

Unum will pay 25% of the benefit shown in the BENEFITS AT A GLANCE section for a closed reduction of the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.

### **Emergency Room Treatment**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and requires initial examination and treatment by a physician in an **Emergency Room** within 72 hours after the covered accident.

Unum will pay this benefit once per insured per covered accident.

Unum will pay either the Emergency Room Treatment or the Emergency Treatment in a Physician Office/**Urgent Care Facility** for the initial treatment of a covered accident, but will not pay the Emergency Room Treatment benefit and the Emergency Treatment in Physician Office/Urgent Care Facility benefit for the same covered accident. Follow-up treatment prescribed by a physician will be paid under the Physician Follow-up Visit benefit.

### **Emergency Treatment in a Physician Office/Urgent Care Facility**

Unum will pay one of the benefits shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and requires initial treatment and/or advice by a Physician in a physician's office (other than **Occupational, Speech or Physical Therapy**, or chiropractic treatment) or Urgent Care Facility. The initial treatment must be within 72 hours of the covered accident and the services provided must be the result of a covered accident and not for routine examinations or preventive testing.

Unum will pay this benefit once per insured per covered accident.

Unum will pay either the Emergency Treatment in a Physician Office/Urgent Care Facility or the Emergency Room Treatment for the initial treatment of a covered accident, but will not pay the Emergency Treatment in Physician Office/Urgent Care Facility benefit and the Emergency Room Treatment benefit for the same covered accident. Follow-up treatment prescribed by a physician will be paid under the Physician Follow-up Visit benefit.

### **Eye Injury**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and suffers an eye injury. The eye injury must require surgery or the removal of a foreign object by a physician within 365 days after the covered accident. An examination with anesthesia will not be considered surgery.

Unum will pay this benefit once per insured per covered accident.

### **Fracture (broken bone)**

Unum will pay the applicable benefit shown in the BENEFITS AT A GLANCE section if an insured suffers a fracture as a result of a covered accident. A fracture is a break in a bone which can be seen by X-ray. It must be diagnosed as a fracture by a physician within 365 days after the covered accident. The fracture must require open (surgical) or closed (non-surgical) reduction by a physician.

#### **Fracture of one bone due to a covered accident**

Unum will pay this benefit only for the first fracture of any bone after the coverage effective date. If there are multiple fractures to the same bone, Unum will only pay one fracture benefit.

#### **Fracture of multiple bones due to a covered accident**

Unum will pay for each fracture, but will pay no more than two times the benefit amount for the bone involved which has the highest benefit amount.

#### **Chip fracture**

Unum will pay 25% of the benefit shown in the BENEFITS AT A GLANCE section for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

### **Hospitalization**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is **Confined** to a hospital, a **Hospital Sub-Acute Intensive Care Unit**, or a **Hospital Intensive Care Unit** due to a covered accident.

Unum will not pay this benefit for:

- emergency room treatment;
- outpatient treatment;
- a **Confinement** of less than 20 hours in an **Observation Unit**.

Unum will pay benefits for only one Hospital Confinement at a time even if it is caused by more than one covered accident.

If an insured is confined in a hospital, a hospital sub-acute intensive care unit or hospital intensive care unit, and becomes confined again within 365 days for the same or related condition, Unum will treat the confinement as a continuation of the prior confinement. If more than 365 days have passed between the periods of confinement, Unum will treat this confinement as a new confinement.

#### **Hospital Admission**

Unum will pay this benefit if the insured initially becomes confined to a hospital due to an injury within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

#### **Hospital Intensive Care Unit Admission**

Unum will pay this benefit if the insured is admitted directly to a hospital intensive care unit due to an injury as the result of a covered accident. The insured must be confined in a hospital intensive care unit within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

Unum will only pay either the Hospital Admission benefit or the Hospital Intensive Care Unit Admission benefit once per insured per covered accident. If admitted directly to the hospital, then the Hospital Admission benefit shown in the BENEFITS AT A GLANCE section is payable. If admitted directly into the hospital intensive care unit, then the Hospital Intensive Care Unit Admission benefit shown in the BENEFITS AT A GLANCE is payable. Unum will not pay the Hospital Admission benefit and Hospital Intensive Care Unit Admission benefit for the same covered accident concurrently.

### **Hospital Confinement**

Unum will pay this benefit if the insured is confined to a hospital due to an injury within 365 days after the covered accident. Unum will pay benefits for Hospital Confinement up to 365 days per covered accident.

### **Hospital Intensive Care Unit Confinement**

Unum will pay this benefit if the insured becomes confined to a hospital intensive care unit due to an injury within 365 days after the covered accident. Unum will pay benefits for Hospital Intensive Care Unit Confinement up to 15 days per insured per covered accident:

- If any insured is confined in a hospital intensive care unit for more than 15 days, the Hospital Confinement benefit will begin on the 16th day. The total amount payable per covered accident will not exceed 365 days for Hospital Confinement and 15 days for Hospital Intensive Care Unit Confinement.
- If an insured is confined to a hospital intensive care unit that does not meet the definition in this policy of a hospital intensive care unit, Unum will pay the Hospital Confinement benefit.

Unum will pay either the Hospital Confinement benefit or the Hospital Intensive Care Unit Confinement benefit shown in the BENEFITS AT A GLANCE section.

### **Knee Cartilage**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and suffers a torn knee cartilage (meniscus). It must be treated by a physician within 365 days after the covered accident and it must be repaired through surgery by a physician within one year after the covered accident. Unum will pay this benefit once per insured per covered accident.

If exploratory arthroscopic surgery is performed and no repair is done, or if the cartilage is shaved, Unum will pay the applicable amount listed in the BENEFITS AT A GLANCE section for exploratory surgery under the Knee Cartilage benefit once per insured per covered accident.

### **Laceration**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and suffers a laceration. A laceration is a cut. The laceration must be repaired by a physician within 72 hours after the covered accident. The amount we pay will be based on the total length of all lacerations received in any one covered accident which require repair. If the laceration is severe enough to require stitches but the physician chooses to repair it in another way, Unum will pay the benefit as a laceration repaired with stitches. Unum will pay this benefit once per insured per covered accident.

### **Lodging**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for one motel/hotel room for a companion to accompany the insured for up to 30 days per covered accident. Unum will pay this benefit per day if any insured is confined in a hospital as the result of a covered accident.

This benefit is payable only for motel/hotel stays during the period of time the insured is confined to the hospital. In order for this benefit to be payable, the hospital must be more than 50 miles from the residence of the insured.

### **Medical Imaging**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured and receives a covered medical imaging test as the result of a covered accident. The test must be ordered by a physician and be performed in a medical facility within 365 days of the covered accident. Medical imaging tests covered under this policy are:

- Magnetic Resonance Imaging (MRI) or Magnetic Resonance (MR);
- Computed Tomography Scan (CT) or Computed Axial Tomography (CAT); or
- Electroencephalogram (EEG)

Unum will pay this benefit once per insured per covered accident.

### **Open Abdominal and Thoracic / Hernia**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and undergoes open abdominal, or thoracic surgery other than hernia repair. The surgery must be performed within 72 hours of the covered accident to repair internal injuries. Unum will pay this benefit once per insured per covered accident.

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if any insured undergoes hernia surgery. The hernia must be diagnosed within 365 days of the covered accident and surgery must be performed within one year of the covered accident to repair a hernia received as a result of a covered accident.

If any insured has open abdominal and hernia surgery, or open thoracic and hernia surgery as a result of the same covered accident, Unum will only pay the Open Abdominal or Thoracic Surgery benefit.

If exploratory surgery is performed and no repair is done, Unum will pay the benefit listed in the BENEFITS AT A GLANCE section for exploratory surgery once per insured per covered accident.

### **Outpatient Surgery Facility Service**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for an insured that has a surgery, as specified below, on an outpatient basis in a surgical center for the treatment of injuries due to a covered accident. This does not include surgery received in the emergency room or while confined in a hospital.

The following specified injuries must be treated by a physician within 365 days from the date of the covered accident and the specified surgery must be performed within:

- Knee Cartilage

- One year after the covered accident.
- Ruptured Disc  
One year after the covered accident.
- Tendon / Ligament / Rotator Cuff  
365 days after the covered accident.

The following specified injury and the specified surgery must be performed within:

- Eye Injury  
365 days after the covered accident.

The following specified injury must be diagnosed within 365 days of the covered accident and the specified surgery must be performed within:

- Hernia  
365 days after the covered accident.

Unum will only pay benefits for the first outpatient surgery per insured per covered accident, regardless of the number of surgical procedures performed.

### **Pain Management**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and receives **Epidural Anesthesia**. The epidural anesthesia must be administered within 365 days after the covered accident. Unum will pay this benefit once per insured per covered accident.

### **Physician Follow-up Visit**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured receives initial treatment more than 72 hours after the covered accident or follow-up treatment (other than occupational, speech or physical therapy, or chiropractic treatment) that is recommended or advised by a Physician for injuries as the result of a covered accident.

Treatment must:

- begin within 60 days and be completed within 365 days of the covered accident;
- be due to injuries received as the result of a covered accident;
- occur in a Physician's office, Urgent Care Facility or Hospital on an outpatient basis;  
and
- not be for routine examinations or preventive testing.

Unum will pay this benefit up to a combined maximum of 2 visits per insured per covered accident. Unum will not pay the Emergency Room Treatment benefit or Emergency Treatment benefit and the Physician Follow-up Visit benefit for visits on the same day.

### **Prosthetic Device / Artificial Limb**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and receives one or more prosthetic device(s)/artificial limb(s) when the insured loses a hand, foot or sight of an eye. The prosthetic device(s)/artificial limb(s) must be received within one year of the covered accident.

Unum will pay this benefit once per insured per covered accident. This benefit is not payable for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs. Unum will not pay for joint replacement such as an artificial hip or knee.

#### **Rehabilitation Unit Confinement**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for Rehabilitation Unit Confinement if an insured is transferred to a **Rehabilitation Unit** immediately after a period of hospital confinement due to a covered accident. We will pay this amount for each day of confinement in a rehabilitation unit, up to a maximum of 15 days per insured person per covered accident but not to exceed 30 days per calendar year.

Unum will not pay both the Rehabilitation Unit Confinement benefit and the Hospital Confinement benefit concurrently.

#### **Ruptured Disc with surgical repair**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured is injured as a result of a covered accident and suffers a ruptured disc in the spine. It must be treated by a physician within 365 days from the date of the covered accident. It must be repaired through surgery by a physician within one year after the covered accident. Unum will pay this benefit once per insured per covered accident.

#### **Tendon / Ligament / Rotator Cuff**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section if an insured suffers a torn, ruptured or severed tendon/ligament/rotator cuff as the result of a covered accident. It must be treated by a physician within 365 days after the covered accident and repaired through surgery by a physician within 365 days after the covered accident.

If exploratory surgery is performed and no repair is done, Unum will pay the applicable amount listed in the BENEFITS AT A GLANCE section for exploratory surgery once per insured per covered accident.

#### **Therapy Services - Occupational, Physical and Speech**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for an insured who receives occupational, physical or speech therapy as the result of a covered accident. Unum will pay up to a maximum of 10 visits per insured per covered accident. The therapy must begin within 365 days after the covered accident and must be completed within one year after the covered accident. All services must be prescribed by a physician and rendered by an **Occupational, Physical or Speech Therapist** and performed in an office or in a hospital on an inpatient or outpatient basis.

#### **Transportation**

Unum will pay the benefit shown in the BENEFITS AT A GLANCE section for an insured that must travel from their residence more than 50 miles one way on physician's advice for treatment of injuries as a result of a covered accident.

The transportation benefit will be paid for:

- a hospital confinement;
- outpatient surgery; or
- a physician's office visit.

Unum will pay this benefit for the injured insured when traveling to and from the insured's destination via:

- commercial travel (plane, train or bus); or
- non-commercial travel (use of a personal car).

Unum will measure the mileage for the most direct route from the insured's residence to the facility where treatment is received.

Unum will pay this benefit up to 3 round trips, not to exceed 1200 miles per round trip per covered accident.

This benefit is not payable for transportation by ambulance or air ambulance.

### **LIMITATIONS AND EXCLUSIONS**

Unum will not pay any benefits for a claim that is caused by, contributed to by or occurs as a result of:

- participating in war or act of war, whether declared or undeclared; service in the armed forces or auxiliary unit thereto;
- committing acts of terrorism;
- riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- operating, learning to operate, serving as a crew member of or jumping, parachuting, or falling from any aircraft or hot air balloon, including those which are not motor-driven. This does not include flying as a fare paying passenger;
- engaging in hang-gliding, bungee jumping, sailgliding, parasailing, parakiting;
- participating in a felony, riot, or insurrection or being incarcerated in a penal institution;
- committing or trying to commit suicide or injuring oneself intentionally, whether sane or not;
- practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received;
- having any sickness or declining process caused by a sickness, including physical or mental infirmity including any treatment for allergic reactions. Unum also will not pay benefits to diagnose or treat the sickness. Sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an injury.

In addition to the Exclusions listed above, Unum will also not pay the Catastrophic Accidental Dismemberment or Catastrophic Accidental Loss benefit for the following injury that is caused by or is the result of:

- injuries to a dependent child received during the birth.

## OTHER FEATURES

### **Your Right to Continue Coverage (Portability)**

If, while you are covered under the policy, your employment with the Policyholder ends, you are no longer in an eligible group or the policy is being terminated by the Policyholder and is not being replaced, you may have the right to apply to continue coverage under the policy for yourself, your spouse and your dependent child(ren). You must apply for coverage under this portability provision and pay the first premium within 31 days after the date your employment ends, you are no longer in an eligible group or the date the policy is terminated by the Policyholder and is not being replaced.

You are not eligible to apply for continuing coverage under this provision if the policy is closed to new enrollments or your coverage under the policy ends for any of the following reasons:

- the policy is cancelled by Unum; or
- the policy is being terminated by the Policyholder and is being replaced.

Except as provided in this section, your continuing coverage will be the same coverage provided you under the policy as of the date your employment ends, the policy is terminated by the Policyholder and is not replaced, or you are no longer in an eligible group. Any subsequent change to the policy will not apply to your continuing coverage.

Your continuing coverage is subject to all of the provisions, exclusions and limitations of the policy, except that:

- premiums will be billed directly to you;
- initial premium rates will be based on the portability rates in effect at the time you apply to continue your coverage; and
- premium rates can be changed by Unum at any time upon 45 days notice to you so long as the change is not due to any change in your age or health or the age or health of your spouse or your dependent child(ren).

Your continuing coverage, and any coverage of your spouse and dependent child(ren) will end on the earliest to occur of:

- your failure to pay the required premium within the 31 day grace period;
- unless your spouse applies for continuing coverage under the following provision, the date you die; or
- the coverage under this portability provision is cancelled by Unum for any reason upon 45 days notice.

Once continuing coverage is cancelled it can not be reinstated.

In the event the Policyholder's coverage under the policy is cancelled or closed to new enrollments, the policy will remain in effect for the benefit of those who have continued their coverage under this provision prior to the policy cancellation date or that date.

### **The Right of Your Spouse to Continue Coverage if You Die or are Divorced (Spouse Portability)**

If you die or divorce your spouse, your spouse may have the right to apply to continue coverage under the policy.

Your spouse must apply for coverage under this portability provision and pay the first premium within 31 days after the date of your death or divorce.

Your spouse is not eligible to apply to continue coverage under this provision if your spouse was not insured under this policy on the date of your death or divorce.

Except as provided in this section, your spouse's continuing coverage will most nearly match the coverage provided to your spouse under the policy as of the date of your death or divorce.

If you die or divorce your spouse, your spouse may also apply to continue the same coverage for dependent child(ren), provided:

- the dependent children are insured under the policy at the time of your death, or divorce; and
- you are not continuing coverage for dependent child(ren).

Your spouse's continuing coverage is subject to all of the provisions, exclusions and limitations of the policy, except that:

- premiums will be billed directly to your spouse;
- initial premium rates will be based on the portability rates in effect at the time your spouse applies to continue coverage; and
- premium rates can be changed by Unum at any time upon 45 days notice to your spouse.

Your spouse's and any dependent child(ren)'s continuing coverage will end on the earliest to occur of:

- your spouse's failure to pay the required premium within the 31 day grace period;
- the date your spouse dies; or
- the coverage under this portability provision is cancelled by Unum for any reason upon 45 days notice.

Once continuing coverage is cancelled it cannot be reinstated.

In the event the Policyholder's coverage under the policy is cancelled or closed to new enrollments, the policy will remain in effect for the benefit of those who have continued their coverage under this provision prior to the policy cancellation date or that date.

## GENERAL DEFINITIONS

Additional definitions may be contained in other policy provisions, amendments or riders.

**Active Employment** means you are working for your employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be regularly scheduled to work on average at least the minimum number of hours as described under Minimum Hours Requirement shown in the BENEFITS AT A GLANCE section.

Your work site must be:

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

Normal vacation is considered active employment.

**Calendar Year** means the period beginning on the insured's coverage effective date and ending on December 31 of the same year. Thereafter, it is the period beginning on January 1 and ending on December 31 of each following year.

**Certificate of Coverage** means a written statement prepared by Unum and may include attachments. It tells you:

- the coverage to which the insured may be entitled;
- to whom benefits are payable; and
- limitations, exclusions and/or requirements that apply within this policy.

**Chiropractic Care Services** means spinal manipulation services conducted by a licensed chiropractor to correct a structural imbalance caused by a covered accident. Benefits will not be paid for massage therapy or for treatment of chronic conditions or other injuries not related to structural imbalance.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not common carriers.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in a hospital on the advice of a physician or confinement in an observation unit within a hospital for a period of no less than 20 continuous hours on the advice of a physician.

**Covered Accident** means an unforeseen occurrence resulting in a bodily injury which:

- occurs on or after the coverage effective date;
- occurs while coverage is in force;
- is listed in the BENEFITS AT A GLANCE section; and
- is not excluded by name or specific description in the Certificate.

**Covered Loss** means a condition covered by this policy as shown in the BENEFITS AT A GLANCE and as applied for by you and approved by Unum.

**Dependent Child(ren)** means your unmarried children from live birth but less than age 25. Dependent child(ren) include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement for adoption.

After attainment of age 25 dependent child(ren) also includes dependent child(ren) who became incapable of self-sustaining employment, prior to age 25, due to mental or physical handicap. Such child will continue to be an insured subject to the following: (1) the employee must furnish proof of such incapacity and dependency to Unum within 31 days of the child's 25th birthday; and (2) proof of continued incapacity and dependency must be furnished at our request, but not more than annually, after the two year period following the child's 25th birthday.

No dependent child can be covered as both an employee and a dependent child.

**Emergency Room** means a specified area within a hospital that is designated for the emergency care of accidental injuries. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by physicians; and
- provide care seven days per week, 24 hours per day.

**Employee** means a person who is in active employment in the United States with the employer.

**Employer** means the Policyholder and includes any division, subsidiary or affiliated company.

**Enrollment** means a period of time determined by Unum and your employer during which you are eligible to enroll for or change your coverage. This period of time may be limited.

**Epidural Anesthesia** means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to a covered accident, and does not include treatment for childbirth or diseases.

**Evidence of Insurability** means a statement of your or your spouse's medical history which Unum will use to determine if you or your spouse are approved for coverage. Evidence of insurability will be at Unum's expense.

**Grace Period** means the period of time following the premium due date during which premium payment may be made.

**Hospital** means a place that:

- is an institution licensed as a hospital and operated pursuant to law on a full-time basis;
- provides overnight care of injured and sick people;
- is supervised by a physician;
- has full-time nurses on duty or on call supervised by a registered nurse; and
- has at its locations or uses on a pre-arranged basis: x-ray equipment, a laboratory and an operating room where surgical operations take place.

Notwithstanding the above, a hospital is not:

- a nursing home;
- an extended care facility;
- a skilled nursing facility;
- a rest home or home for the aged;
- a rehabilitation center;
- a place for alcoholics or drug addicts; or
- an assisted living facility.

**Hospital Intensive Care Unit** means a place which:

- is a specifically designated area of the hospital that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under close observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis; and
- has a physician assigned to the intensive care unit on a full-time basis.

A hospital intensive care unit that meets the definition above may include hospital units with the following names:

- Intensive Care Unit;
- Coronary Care Unit;
- Neonatal Intensive Care Unit;
- Pulmonary Care Unit;
- Burn Unit; or
- Transplant Unit.

**Hospital Sub-Acute Intensive Care Unit** means a place which:

- is a specifically designated area of the hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement;
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and
- is under constant and continuous observation by a specially trained nursing staff.

A hospital sub-acute intensive care unit may be referred to by other names such as progressive care, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or a ward with or without monitoring equipment.

**Injury or Injuries** means a bodily injury which is the direct result of a covered accident and not related to any other cause.

**Insured** means any person covered under the policy.

**Layoff or Leave of Absence** means that you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your employer.

Your normal vacation time is not considered a temporary layoff or leave of absence.

**Observation Unit** is a specified area within a hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a physician and which:

- is under the direct supervision of a physician or registered nurse;
- is staffed by nurses assigned specifically to that unit; and
- provides care seven days per week, 24 hours per day.

**Occupational Therapist** is a person, other than you or a family member, who:

- possesses the designation "Occupational Therapist Registered (OTR)";
- is licensed by the state to practice occupational therapy;
- performs services which are allowed by his license; and
- performs services for which benefits are provided by this policy.

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

**Off-Job Accident** means an accident that was not caused by or aggravated by any employment for pay or profit.

**On-Job Accident** means an accident that was caused by or aggravated by any employment for pay or profit.

**Payable Claim** means a claim for which Unum is liable under the terms of the policy.

**Physical Therapist** is a person, other than you or a family member, who:

- is licensed by the state to practice physical therapy;
- performs services which are allowed by his or her license;
- performs services for which benefits are provided by this policy; and
- practices according to the Code of Ethics of the American Physical Therapy Association.

**Physical Therapy** means treatment by physical means, hydrotherapy, heat, or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function, and to prevent disability following injury or loss of a body part.

**Physician** means a person performing tasks that are within the limits of his or her medical license and is:

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, your spouse, dependent child(ren), parents or siblings, a 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.

**Policyholder** means the employer to whom the policy is issued.

**Rehabilitation Unit** means an appropriately licensed facility that provides rehabilitation care services on an inpatient basis. Rehabilitation care services consist of the combined use of medical, social, educational, and vocational services to enable patients disabled by accidental injury to achieve the highest possible functional ability. Services are provided by or under the supervision of an organized staff of physicians. The rehabilitation unit may be part of a hospital or a freestanding facility.

A rehabilitation unit is not:

- a nursing home;
- an extended care facility;
- a skilled nursing facility;
- a rest home or home for the aged;
- a hospice care facility;
- a place for alcoholics or drug addicts; or
- an assisted living facility.

**Speech Therapist** or pathologist is a person other than you or a family member who:

- is licensed by the state to practice speech therapy;
- performs services which are allowed by his/her license; and
- performs services for which benefits are provided by this policy and practices according to the code of ethics of the American Speech-Language-Hearing Association.

**Speech Therapy** means treatment and assistance for disorders related to speech, language, cognitive-communication, voice, swallowing and fluency.

**Spouse** means your lawful spouse, including a legally separated spouse, residing in the United States. You may not cover your spouse if your spouse is enrolled for coverage as an employee. Spouse, wherever used, includes domestic partner. Domestic partner is the person named in your declaration of domestic partnership. You must execute and provide the employer with such a declaration which states and gives proof that the domestic partner has had the same permanent residence as you for a minimum of 6 consecutive months prior to the date coverage would become effective for that domestic partner. You must not have signed a declaration of domestic partnership with anyone else within the last 6 months of signing the latest declaration of domestic partnership. Also, the domestic partner must be at least 18 years of age, competent to contract, not related by blood closer than would bar marriage, the sole named domestic partner, not married to anyone else and the declaration of domestic partnership must be approved and recorded by the employer. You may not cover your domestic partner as a dependent if your domestic partner is enrolled for coverage as an employee.

**Urgent Care Facility** means a health care facility that is organizationally separate from a hospital and whose primary purpose is the offering and provision of immediate, short-term medical care, without appointment, for urgent care.

**Waiting Period** means the continuous period of time that you must be in active employment in an eligible group before you are eligible for coverage as determined by Unum and your employer.

**We, Us** and **Our** means Unum Life Insurance Company of America.

**You, Your** and **Yourself** means an employee who is eligible for Unum coverage.

**THE FOLLOWING NOTICES AND CHANGES TO YOUR COVERAGE ARE REQUIRED BY THE STATE OF ALASKA. PLEASE READ CAREFULLY.**

If you have a complaint about your insurance you may contact Unum 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 alguna queja acerca de su seguro puede comunicarse con Unum al 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.

**If you are a resident of Alaska and the provisions referenced below appear in your Certificate in a form less favorable to you as an insured, they are amended as follows:**

The **Time of Payment of Claims** provision in the **Claim** section is amended by requiring that claim payments be made within 30 days of the receipt of a clean claim or within 15 days of receipt of additional information for other than a clean claim. If a claim is not paid within this time limit, interest will accrue at a rate of 15% per year.

The **Overpayments** provision in the **Claim** section is amended by limiting the right to recover overpayments to 12 months from the date of the overpayment.

## ERISA

### Additional Summary Plan Description Information

If this 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:**

Car Toys Inc. Flexible Benefits Plan Plan

**Name and Address of Employer:**

Car Toys, Inc. and Wireless Advocates, LLC.  
400 FAIRVIEW AVE N STE 900  
SEATTLE, WASHINGTON  
98109-5315

**Plan Identification Number:**

- a. Employer IRS Identification #: 91-1361695
- b. Plan #: 501

**Type of Welfare Plan:**

Accident

**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:**

June 30

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

CAR TOYS INCORPORATED AND WIRELESS ADVOCATES LLC.  
400 FAIRVIEW AVE N STE 900  
SEATTLE, WASHINGTON  
98109-5315  
(206) 428-2400

CAR TOYS INCORPORATED AND WIRELESS ADVOCATES 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:**

CAR TOYS INCORPORATED AND WIRELESS ADVOCATES LLC.  
400 FAIRVIEW AVE N STE 900

SEATTLE, WASHINGTON  
98109-5315

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 Life Insurance Company of America, 2211 Congress Street, Portland, Maine 04122 (hereinafter referred to as "Unum") under policy number R0662460 GRP\_ACC\_VOL\_11-01. 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 this 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. Only an officer of Unum can approve a change. The change must be in writing and endorsed on or attached to the policy.

**HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative) and your attending physician. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

**CLAIMS PROCEDURES**

In the event that your claim is denied, either in full or in part, Unum will notify you in writing within 90 days after your claim was filed. Under special circumstances, Unum is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Unum indicating the reason for the delay and the date you may expect a final decision. Unum's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## **APPEAL PROCEDURES**

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Unum's notice of denial. You have the right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

Unum will make a full and fair review of the claim and all new information submitted whether or not presented or available at the initial determination, and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those policy provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the determination.

Notices of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **YOUR RIGHTS UNDER ERISA**

As a participant in this 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 you 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.

# **PROTECTION FOR YOU AND YOUR INSURANCE POLICY THE WASHINGTON LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION**

## **PREFACE**

This brochure briefly describes the coverage provided through the Washington Life & Disability Insurance Guaranty Association ("Association").

The Association is a nonprofit unincorporated legal entity created by the Washington Life and Disability Insurance Guaranty Association Act, Chapter 48.32A RCW ("Act"). Every life and disability insurance company authorized to do business in Washington is a member of the Association. A Board of Directors ("Board"), composed of representatives from member insurers, and the Insurance Commissioner, ex officio, oversee the operation of the Association. The expenses of the Association are paid by assessments made against each member insurer. Persons covered by the Act are not charged for the expenses of the Association or the protection provided under the Act.

Coverage is provided for certain life and disability insurance. However, the Association does not cover all such insurance. Coverage that is provided is subject to the limitations and exclusions provided by the Act.

The purpose of this brochure is to help you understand the general nature and the conditions of the protection provided under the Act. It is only a summary, however, and if you have specific questions that are not discussed here you may contact either the Association or the Office of the Insurance Commissioner.

Washington Life and Disability Insurance  
Guaranty Association Company  
P.O. Box 2292  
Shelton, WA 98584  
360-426-6744

Supervision Division  
Office of the Insurance Commissioner  
P.O. Box 40259  
Olympia, WA 98504-0259  
360-725-7214

## **QUESTIONS AND ANSWERS**

### **1. WHAT INSURANCE POLICIES ARE COVERED UNDER THE ACT?**

The Act applies to life insurance policies, disability insurance policies, and annuity contracts issued by an insurance company authorized to do business in Washington. The term "disability insurance," as used in the Act, includes not only disability income insurance, but also policies commonly referred to as "health insurance" (which includes long term care policies). Together, all of these policies and contracts are sometimes referred to as "covered policies," a term used in this brochure.

### **2. ARE THERE POLICIES OR INSURERS NOT COVERED BY THE ACT?**

The Act specifically excludes certain types of policies or portions of policies, including, but not limited to: The portion of a policy not guaranteed by the insurer; the portion of a policy to the extent the interest rate or crediting rate exceeds the limits in the Act; policies of reinsurance, unless assumption certificates have been issued; policies issued in Washington by an insurer at a time when the insurer was not licensed or did not have a certificate of authority; policies issued to a self-insured plan or program;

certain unallocated employee benefit plan annuities protected by federal law; and unallocated annuity contracts not issued to or in connection with a benefit plan or a government lottery.

The Act also does not apply to policies or contracts issued by health care service contractors, health maintenance organizations, fraternal benefit societies, self funded multiple employer welfare arrangements, mandatory state pooling plans, mutual assessment companies, insurance exchanges, or an organization that has a certificate or license limited to issuance of certain charitable gift annuities.

### 3. WHO IS PROTECTED UNDER THE ACT?

You are covered by the Act if you are an owner of or certificate holder under a policy or contract (other than an unallocated annuity contract or structured settlement annuity), and:

- You are a Washington resident; or
- You are not a Washington resident, but only if: the insurer is domiciled in Washington; there is an association similar to the Washington Association in your state of residency; and you are not covered in your state of residency, because the insurer was not licensed in that state; or
- You are a beneficiary, assignee, or payee of one of the above, regardless of where you reside (except for nonresident certificate holders under group policies).

Owners of unallocated annuity contracts are covered if the contract was issued to or in connection with a specific benefit plan whose plan sponsor has its principal place of business in Washington, or the contract was issued to or in connection with a government lottery and the owner is a Washington resident.

A payee under a structured settlement annuity (or beneficiary of a deceased payee) is also covered, if the payee is a Washington resident, or the payee is not a Washington resident, but the contract owner is a resident; or the insurer that issued the annuity is domiciled in Washington and coverage is not available in the state in which the payee resides.

Residency is generally determined at the time of entry of an order of liquidation against the insurer. If you move to another state and reside there when such an order is entered, you may still have protection under the law of that state. You should contact the insurance department in your new state of residence to find out about guaranty act protection there.

### 4. HOW DOES THE ASSOCIATION PROTECT COVERED PERSONS AGAINST LOSS?

After an order of liquidation is entered against a company, the Association begins its work of carrying out the purpose of the Act, which is to assure the performance of insurance obligations of that company. The Association is authorized to carry out its duties by working with insurance companies in good standing to assume or take over the covered policies. The association may also directly provide benefits and coverage as authorized by the Act. The Association has the authority to collect the funds necessary to provide protection to covered persons against losses on their covered policies.

### 5. WHERE DOES THE ASSOCIATION GET THE MONEY TO PROVIDE THIS

## PROTECTION?

The Association is authorized to collect money from all life and disability insurance companies doing business in Washington. The funds collected from an assessment are used to pay claims to covered persons and/or to fund the assumption of covered policies by another insurer.

### 6. DOES THE ASSOCIATION PAY OUT THE MONEY IT COLLECTS RIGHT AWAY OR DO COVERED PERSONS HAVE TO WAIT?

The Association generally cannot make an assessment for covered policies issued by a company until after an order of liquidation has been entered against the company, and a reasonable estimate can be made of the amount of money needed. Insurance companies receiving an assessment notice must make their payments within thirty days.

Because it takes time for an action to be commenced against a financially impaired insurer, for a Court to issue an order, and for funds to be collected to satisfy the obligations of that insurer, some delay, hopefully short, is unavoidable before payments can be made. Although it is impossible to predict how long this process will take in any given case, an average time period of twelve to eighteen months is not unusual.

When necessary, the Association may borrow money to make payments more promptly, particularly in cases that will take an unusual amount of time to be resolved.

### 7. WHAT IS THE AMOUNT OF PROTECTION PROVIDED BY THE ACT?

The Act provides the following maximum amounts of protection:

Life Insurance Death Benefits	\$500,000
Disability Benefits and Health Benefits (including Long Term Care Benefits)	\$500,000
Present Value of Individual Annuities	\$500,000
Unallocated Annuity Contracts, other certain government retirement plans (limit is per contract owner or plan sponsor)	\$5,000,000
Government Retirement Plans in Unallocated Annuities established under Internal Revenue Code § § 401, 403(b), or 457 (limit is per participant)	\$100,000

This protection becomes effective at the time of entry of a Court order of liquidation against the insurer. Of course, if the amount owed under the contract or policy is less than the maximum benefit under the Act, the covered person will be entitled to protection only up to the actual amount owed.

Furthermore, the maximum protection available to each covered person remains the same, regardless of the number of contracts through which he or she has a claim.

### 8. IF A HUSBAND AND WIFE EACH INDIVIDUALLY OWN A COVERED POLICY, IS THE PROTECTION UNDER THE ACT PROVIDED TO EACH OF THEM?

Yes. As long as the residency requirements are met, both would be entitled to the protection provided by the Act, up to the maximum amount.

**9. WHY DOESN'T MY INSURANCE COMPANY ADVERTISE THE FACT THAT ITS POLICIES AND CONTRACTS ARE PROTECTED UNDER THE ACT?**

Under Washington law, insurance companies are prohibited from advertising that their policies or contracts may be covered under the Act.

You should not rely on coverage under the Act when selecting an insurance company.

**10. WHY HASN'T MY AGENT TOLD ME ABOUT THE GUARANTY ACT?**

Your insurance agent is subject to the same prohibitions as your insurance company. As a representative of the company, an agent must exercise great care when soliciting business and consequently, will generally not discuss the subject of a guaranty act with clients.

**11. WHO SHOULD I CONTACT IF I BELIEVE THERE HAS BEEN A VIOLATION OF THE ACT?**

You should contact the Association if you believe your rights have been violated under the Act. If you are dissatisfied with the actions of the Association, you may also contact the Office of the Insurance Commissioner.

**CONCLUSION**

This notice has been prepared by the Washington Life and Disability Insurance Guaranty Association. Its purpose is to inform the public in a general way of the protections that are available in this state on insurance policies and annuity contracts issued by companies authorized to do business in Washington. The Association does not, by this notice, endorse any company or its products, but rather seeks to address some of the concerns that you may have regarding the security of insurance policies and annuity contracts.

For more information or answers to specific questions you may contact the Washington Life and Disability Insurance Guaranty Association or the Office of the Insurance Commissioner, whose addresses and telephone numbers are shown in the Preface.

This notice is prepared by and made available through the Washington Life and Disability Insurance Guaranty Association, which has granted member insurance companies permission to reproduce and distribute the notice. It is the responsibility of the company, or any representative of a company, reproducing this notice, to ensure that the use thereof does not violate applicable laws or regulations.