

---

## CERTIFICATE OF COVERAGE

---

### **The Guardian**

*7 Hanover Square  
New York, New York 10004*

The group Critical Illness coverage described in this Certificate is attached to the group Policy effective March 1, 2016. This Certificate replaces any Certificate previously issued under this Plan or under any other plan providing similar or identical benefits issued to the planholder by Guardian.

**Important Notice: This is a limited plan of Critical Illness insurance. It is a supplement to health insurance. It is not a substitute for hospital or medical expense insurance, a health maintenance organization (HMO) contract, or major medical expense insurance. Please read this Plan carefully to fully understand what it covers, limits, and excludes.**

**This Certificate does not meet the Federal requirement for minimum essential coverage under the Affordable Care Act. You may be liable for a federal tax penalty if you do not purchase a health benefit plan that provides minimum essential coverage. This limited plan of Critical Illness insurance cannot coordinate benefits with health benefit plans.**

### **GROUP CRITICAL ILLNESS COVERAGE**

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

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

Policyholder: FINANCIAL SERVICES INSTITUTE INC

Group Policy Number: 00522587

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

B053.1233-R

GC-CI-14-DC

00522587/00000.0/A /N57741/9999/0001/0002

---

**TABLE OF CONTENTS**

---

**DEFINITIONS** ..... 1

**GENERAL PROVISIONS**

- Applicable Benefits ..... 5
- Limitation of Authority ..... 5
- Incontestability ..... 5
- Examination and Autopsy ..... 6
- Critical Illness Claims Provisions ..... 6

**ELIGIBILITY FOR CRITICAL ILLNESS - MEMBER COVERAGE**

- Eligible Members ..... 8
- Conditions of Eligibility ..... 8
- When Member Coverage Starts ..... 9
- When Member Coverage Ends ..... 9

**ELIGIBILITY FOR CRITICAL ILLNESS COVERAGE**

**DEPENDENT COVERAGE**

- Eligible Dependents for Dependent Critical Illness Coverage ..... 10
- Adopted Children and Step-Children ..... 10
- Dependents Not Eligible ..... 10
- Handicapped Children ..... 10
- Proof of Insurability ..... 11
- When Dependent Coverage Starts ..... 11
- When Dependent Coverage Ends ..... 12

**CRITICAL ILLNESS COVERAGE**

- Critical Illness Benefits ..... 13
- Covered Critical Illnesses ..... 13
- Limitations ..... 25
- Exclusions ..... 26

**SCHEDULE OF BENEFITS** ..... 29

**CERTIFICATE RIDER - Portability Privilege** ..... 33

**LIMITED BENEFIT - PLEASE READ CAREFULLY**

- Termination of This Group Plan ..... 34

---

## DEFINITIONS

---

This section defines certain terms appearing in Your Certificate.

B040.0004-R

**Air Ambulance Transport:** This term means the use of a licensed professional air ambulance to transport a Covered Person to a Hospital.

B053.1235-R

**Ambulance Transport:** This term means the use of a licensed professional air ambulance is used to transport a Covered Person to a Hospital.

B053.1236-R

**Board Certified:** This term means a Doctor who has been certified in the appropriate medical specialty by a member board of the American Board of Medical Specialties.

B005.0010-R

**Covered Dependent Child:** This term means Your eligible dependent child covered under this Plan.

B005.0011-R

**Covered Person:** This term means You, if You are covered under this Plan and Your covered dependents.

B005.0012-R

**Critical Illness:** This term means any of the conditions shown in the Covered Critical Illnesses section of this Plan.

B005.0013-R

**Diagnosis:** This term means the establishment of a Critical Illness by a Doctor through the use of clinical and/or lab findings, as described in the Covered Critical Illnesses section of this Plan.

B005.0042-R

**Doctor:** This term means any medical practitioner We are required by law to recognize. He or she must: (1) be properly licensed or certified by the laws of the state where he or she practices; and (2) provide services that are within the lawful scope of his or her practice.

B005.0014-R

**Domestic Partner:** This term means an opposite or same sex partner who has met either of the following requirements:

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

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

B053.1234-R

**Eligibility Date:** For Member coverage, this term means the earliest date You are eligible for coverage under this Plan. For dependent coverage, this term means the earliest date on which: (1) You have Initial Dependents; and (2) are eligible for dependent coverage.

B005.0016-R

**Emergency Services:** This term means (1) health care services furnished in the emergency department of a hospital for the treatment of a medical emergency; and (2) ancillary services, which are standard medical procedures that are reasonably necessary for the diagnosis and treatment of a patient and are routinely available to the emergency department of a hospital for the treatment of a medical emergency.

B053.1237-R

**Enrollment Period:** This term means the 31 day period which starts on the date You first become eligible for dependent coverage.

B005.0020-R

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

B005.0023-R

**Injury:** This term means: (1) all damage to a Covered Person's body due to an accident; and (2) all complications arising from that damage.

B005.0024-R

- Hospital:** This term means a short-term, acute care general facility, which:
- (1) is primarily engaged in providing, by or under the continuous supervision of Doctors, to Inpatients, Diagnostic services and therapeutic services for Diagnosis, treatment and care of sick or injured persons;
  - (2) has organized departments of medicine and major surgery;
  - (3) has a requirement that every patient must be under the care of a Doctor or dentist;
  - (4) provides 24 hour Nursing service by or under the supervision of a registered professional Nurse (R.N.);
  - (5) is duly licensed by the agency responsible for licensing such Hospitals; and
  - (6) is not, other than incidentally: (a) a place of rest; (b) a place primarily for the treatment of tuberculosis; (c) a place for the aged; (d) a place for drug addicts or alcoholics; or (e) a place for convalescent, custodial, educational or rehabilitative care.

**Medical Emergency:** This term means the sudden onset or sudden worsening of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in: (1) placing the patient's health in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.

B053.1242-R

- Medically Necessary:** This term means health services and supplies that are all of the following:
- (1) medically appropriate;
  - (2) needed to Diagnose or treat a Sickness or Injury;
  - (3) consistent in type, frequency, and length of treatment with scientifically based guidelines of national medical research or health care coverage organizations or government agencies;
  - (4) needed for reasons other than comfort or convenience of the Covered Person or Doctor;
  - (5) of proven medical value; and
  - (6) done with the appropriate level of service or supply needed to provide safe and adequate care.

The fact that a physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the Group Policy.

B053.1243-R

**Member:** The term means a Member in good standing as determined by the Policyholder.

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

B005.0026-R

**Plan:** This term means the group Critical Illness coverage plan described in the Policy and this Certificate.

B005.0028-R

**Proof of Insurability:** This term means the completion of an evidence of insurability form, acceptable to Us, showing that a person is insurable.

B005.0029-R

**Sickness:** This term means any illness or disease suffered by a Covered Person.

B005.0030-R

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

B005.0031-R

**We, Us, Our and Guardian:** These terms mean The Guardian Life Insurance Company of America.

**Your or Your:** These terms mean the insured Member.

B005.0032-R

---

## GENERAL PROVISIONS

---

B005.0033-R

---

### Applicable Benefits

---

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

B005.0034-R

---

### Limitation of Authority

---

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

B005.0035-R

---

### Incontestability

---

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

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

If the Policy replaces a plan your Policyholder had with another insurer, we may rescind the Plan based on misrepresentations made by the Policyholder or an Member in a signed application for up to two years from the effective date of the Plan.

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

B005.0036-R



---

## **Examination and Autopsy**

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

B005.0038-R

---

## **Critical Illness Claims Provisions**

Your right to make a claim for Critical Illness benefits provided by the Policy is governed as shown below.

### **Notice**

You must send Us written notice of an Injury or sickness for which a claim is being made within 20 days of the date the Injury occurs or the sickness starts. This notice should include Your name and the Policy number. If the claim is being made for any other Covered Person, his or her name should also be shown.

### **Claim Forms**

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

### **Proof Of Loss**

You must send written proof to Our designated office within 90 days of the loss.

### **Late Notice Of Proof**

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

### **Payment Of Benefits**

We will pay Critical Illness benefits as soon as we receive written proof of loss.

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

### **Legal Actions**

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

**Workers' Compensation**

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

B005.0039-R

---

## ELIGIBILITY FOR CRITICAL ILLNESS - MEMBER COVERAGE

---

---

### Eligible Members

---

Subject to the conditions of eligibility set forth below, and to all of the other conditions of the Plan, You are eligible if You are in an eligible class of Members.

---

### Conditions of Eligibility

---

You are eligible for Critical Illness coverage if You are reported as a Member in good standing by the Policyholder.

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

**Proof of Insurability:** If You: (1) do not meet this Plan's enrollment requirement within 31 days after You first become eligible; or (2) enroll after You previously had coverage which ended because You failed to make a required payment, We will ask for Proof of Insurability. And, You will not be covered until We approve that Proof of Insurability in writing.

Part or all of Your insurance amounts may be subject to Proof of Insurability. The Schedule of Benefits explains if and when We require Proof of Insurability. You will not be covered for any amount that requires such Proof of Insurability until You give the Proof of Insurability to Us and We approve that Proof of Insurability in writing.

B005.0043-R

**The Waiting Period** If You are in an eligible class, You are eligible for Critical Illness coverage under this Plan after You complete the service waiting period, if any, established by the Policyholder.

B005.0045-R

---

## **When Member Coverage Starts**

Your eligibility date is the date You have met all of the conditions of eligibility.

Whether You must pay all or part of the cost of Your coverage, You must elect to enroll and agree to make the required payments before Your coverage will start. If You do this on or before Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You do this within 31 days after Your Eligibility Date, Your coverage is scheduled to start on Your Eligibility Date. If You elect to enroll and agree to make the required payments more than 31 days after Your Eligibility Date, Your coverage will not be scheduled to start until You send Us Proof of Insurability. Once We have approved such Proof of Insurability, Your coverage is scheduled to start on the effective date shown in the endorsement section of Your evidence of insurability form.

Any part of Your coverage which is subject to Proof of Insurability will not start unless You send such Proof of Insurability to Us, and We approve it in writing. Once We have approved it, that part of Your coverage is scheduled to start on the effective date shown in the endorsement section of Your evidence of insurability form.

---

## **When Member Coverage Ends**

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

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

B005.0050-R

---

## **ELIGIBILITY FOR CRITICAL ILLNESS COVERAGE DEPENDENT COVERAGE**

---

B005.0063-R

---

### **Eligible Dependents for Dependent Critical Illness Coverage**

---

B005.0064-R

**Eligible Dependents for Voluntary Dependent Critical Illness** Your eligible dependents are Your spouse and unmarried dependent children from birth until they reach age 26.

B005.0080-R

---

### **Adopted Children and Step-Children**

---

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

B005.0065-R

---

### **Dependents Not Eligible**

---

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

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

B005.0066-R

---

### **Handicapped Children**

---

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

- His or her condition started before he or she reached the age limit.
- He or she became covered for dependent Critical Illness benefits before he or she reached the age limit, and remained continuously covered until he or she reached the age limit.

- He or she stays unmarried and remains: (i) incapable of self-sustaining employment; and (ii) dependent upon You for most of his or her support and maintenance.
- You send Us written proof, and We approve such proof, of the child's disability and dependence within 31 days from the date he or she reaches the age limit. After the two year period following the child's attainment of the age limit, We can ask for periodic proof that the child's condition continues, but We cannot ask for this proof more than once a year. The child's coverage ends when Your coverage ends.

B005.0067-R

---

### **Proof of Insurability**

We require Proof of Insurability that a dependent is insurable if You: (1) enroll a dependent who was previously declined or would have been considered a late enrollee under a group critical illness coverage plan providing dependent coverage which this Plan replaced; (2) enroll a dependent and agree to make the required payments after the end of the Enrollment Period.

A dependent is not covered by any part of this Plan that requires such Proof of Insurability until You give Us this Proof of Insurability and We approve it in writing.

If Your dependent coverage ends for any reason, including failure to make the required payments, Your dependent will not be covered by this Plan again until You give Us new Proof of Insurability that they are insurable and We approve that Proof of Insurability in writing.

B005.0069-R

---

### **When Dependent Coverage Starts**

In order for Your dependent coverage to start, You must already be covered for Member coverage, or enroll for Member and dependent coverage at the same time.

Subject to the Exception below and to all of the other terms of this Plan, the date Your dependent coverage starts depends on when You elect to enroll Your Initial Dependents and agree to make any required payments. If You do this on or before Your Eligibility Date, the dependent's coverage is scheduled to start on the later of Your eligibility date and the date you become covered for Member coverage.

If You do this within the Enrollment Period, the coverage is scheduled to start on the date You become covered for Member coverage.

If You do this after the Enrollment Period ends, Your dependent coverage is subject to Proof of Insurability and will not start until We approve that Proof of Insurability in writing.

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

If Proof of Insurability is required for dependent benefits as explained above, those benefits will not be scheduled to start until You give Us Proof of Insurability that the dependent is insurable. Once We have approved that Proof of Insurability, those benefits will be scheduled to start on the effective date shown in the endorsement section of Your application.

B005.0070-R

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

B005.0071-R

---

### **When Dependent Coverage Ends**

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

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

Your dependent's coverage ends when he or she stops being an eligible dependent. This happens to a child at 12:01 A.M. on the date the child attains this Plan's age limit, when he or she marries, or when a step-child is no longer dependent on You for support and maintenance. It happens to a spouse: (1) when a marriage ends in legal divorce or annulment; and (2) at 12:01 A.M. on the date the spouse reaches the limiting age, if applicable.

B005.0075-R

---

## **CRITICAL ILLNESS COVERAGE**

---

This Certificate includes the Schedule of Benefits form. Your class and benefit options are shown in the Schedule of Benefits that applies to You.

Subject to all of this Plan's terms, we will pay the benefits described below if a Covered Person is Diagnosed with a listed Critical Illness on or after the date he or she becomes covered by this Plan. This Plan pays no Critical Illness benefits for any condition other than those listed below in Covered Critical Illnesses.

B005.0083-R

---

### **Critical Illness Benefits**

---

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

This Plan only pays benefits for the occurrence of the Critical Illnesses listed and defined in the Covered Critical Illnesses section below.

Each Critical Illness must occur while the Covered Person is covered by this Plan. This Plan deems each Critical Illness to occur on the date described for each Critical Illness in the Covered Critical Illnesses section below.

Where one Critical Illness is caused by or contributes to another Critical Illness, only one benefit is payable. We will pay the greater of the benefits payable. If the amount payable for each Critical Illness is the same, You may choose which benefit to receive.

This Plan may pay a different level of benefits for the First Occurrence and the Recurrence of a Critical Illness. For some Critical Illnesses we pay no benefits for a Recurrence. The benefit levels are shown in the Schedule of Benefits.

By First Occurrence We mean the first time a Covered Person is Diagnosed with a Critical Illness while insured by this Plan. By Recurrence, We mean the second time a Covered Person is diagnosed with the same Critical Illness while insured by this Plan. We pay no benefits for occurrences beyond the second time.

B005.0084-R

---

### **Covered Critical Illnesses**

---

B005.0086-R

#### **Cancer Related Conditions**

B005.0087-R



**Benign Brain Tumor** We pay a benefit if a Covered Person is Diagnosed with a Benign Brain Tumor, which means a non-cancerous brain tumor confirmed by the examination of tissue (biopsy or surgical excision) or specific neuroradiological examination. The tumor must result in persistent neurological deficits, including but not limited to:

- loss of vision;
- loss of hearing; or
- balance disruption

We do not consider the following to be Benign Brain Tumors:

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

We deem a Benign Brain Tumor to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0088-R

**Carcinoma in Situ** We pay a benefit if a Covered Person is Diagnosed with Carcinoma In Situ, which means early forms of cancer that have not invaded surrounding tissue. Any malignant tumor classified as less than T1NOMO under TNM classification is considered Carcinoma in Situ. Carcinomas in Situ can include early forms of many common cancers such as breast and prostate cancer.

We do not pay a benefit under this provision for:

- Pre-malignant growths or lesions, such as dysplasia or Intraepithelial neoplasia;
- Any benign tumor or polyp;
- Carcinoma in Situ of the skin

Diagnosis of Carcinoma in Situ must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a Doctor who is Board Certified in pathology.

We deem Carcinoma in Situ to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

"TNM classification" means the classification standards for cancer developed by the American Joint Committee on Cancer.

B005.0089-R

**Invasive Cancer** We pay a benefit if a Covered Person is Diagnosed with Invasive Cancer, which means a malignant tumor which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of neighboring tissue.

Invasive Cancer also includes leukemia and lymphoma.

Invasive Cancer must be supported by pathological diagnosis.

We do not pay a benefit under this provision for:

- Pre-malignant growths or lesions, such as dysplasia or intraepithelial neoplasia;
- Any benign tumor or polyp;
- Any condition that is Carcinoma in Situ.
- Any skin cancer, including carcinoma in situ of the skin, unless there is metastasis.

Diagnosis of Invasive Cancer must be based on microscopic (histologic) exam of: (a) fixed tissues; or (b) preparations of blood or bone marrow. Such exam must be documented in a written report by a Doctor who is Board Certified in pathology.

We deem Invasive Cancer to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0090-R

**Skin Cancer** We pay a benefit if a Covered Person is Diagnosed with the types of Skin Cancer known as either basal cell carcinoma or squamous cell carcinoma. We don't pay a benefit under this provision for any other type of skin cancer. We deem Skin Cancer to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

We limit what We pay to one benefit in a Covered Person's lifetime.

B005.0091-R

### Vascular Conditions

B005.0123-R

**Arteriosclerosis** We pay a benefit if a Covered Person is diagnosed with Arteriosclerosis, which means blockage of a coronary artery of sufficient severity to require one or more coronary artery bypass graft(s).

Diagnosis must include demonstrated need for intervention.

We deem Arteriosclerosis to occur on the date a Doctor of appropriate specialty makes a Diagnosis of Arteriosclerosis of sufficient severity to warrant one or more coronary artery bypass graft(s).

B005.0092-R

**Heart Attack** We pay a benefit if a Covered Person is Diagnosed with a Heart Attack, which means death of heart muscle due to inadequate blood supply. Symptoms of cardiac ischemia must be present, as well as two or more of the following criteria for acute myocardial infarction:

- (1) typical clinical symptoms such as central chest pain;
- (2) diagnostic increase of specific cardiac markers;
- (3) new electrocardiographic changes indicative of new ischemia (new ST-T changes or new left bundle branch block (LBBB));
- (4) development of pathological Q waves in the ECG; or

(5) imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

Proof of Heart Attack requires submission of medical records. We deem a heart attack to occur on the date a Doctor of appropriate specialty makes a Diagnosis. A Heart Attack that results in death or is Diagnosed after death will be covered under this provision.

We don't pay a benefit for a Heart Attack that occurs during a medical procedure, including, but not limited to, surgery.

B005.0093-R

**Heart Failure** We pay a benefit if a Covered Person is Diagnosed with Heart Failure. By Heart Failure we mean the irreversible failure of the heart, which requires a human to human heart, heart/lung or heart combined with any other organ transplant determined to be Medically Necessary by a Doctor of the appropriate specialty.

We deem Heart Failure to occur on the date the Covered Person is accepted onto the transplant waiting list of a recognized transplant program in the United States. We pay the benefit whether or not the transplant is ever performed. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance we deem Heart Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

B005.0094-R

**Stroke** We pay a benefit if a Covered Person is diagnosed with a Stroke, which means death of brain tissue due to an acute cerebrovascular event. All of the following criteria must be satisfied: (1) clinical evidence of infarction of brain tissue, or intracranial or subarachnoid hemorrhage; (2) clear evidence on a CT, MRI or similar imaging techniques that a stroke has occurred; and (3) permanent neurologic deficit measured 30 days or more after the event that results in functional impairment rated at a score of two or higher on the Modified Rankin Scale for stroke outcome. The term does not mean symptoms due to: (a) transient ischemic attack; (b) migraine; (c) hypoxia; (d) traumatic injury to brain tissue or blood vessels; and (e) vascular disease affecting the eye, optic nerve or vestibular functions.

Diagnosis of Stroke must be:

- (1) confirmed in writing by a Doctor of the appropriate specialty; and
- (2) based on medical records. These records must show objective evidence of significant neurological impairment.

Such impairment must be documented by meeting all of the following criteria:

- (a) clinical evidence of infarction of brain tissue, or intracranial or subarachnoid hemorrhage;
- (b) clear evidence on a CT, MRI or similar imaging techniques that a stroke has occurred; and

- (c) permanent neurologic deficit measured 30 days or more after the event that results in a score of two or higher on the Modified Rankin Scale for stroke outcome.

We deem the Stroke to occur on the date of the event. In the event of death, an autopsy confirmation and/or death certificate identifying Stroke as the cause of death will be accepted.

B005.0095-R

### Neurological Conditions

B005.0096-R

**Alzheimer's Disease** We pay a benefit if a Covered Person is Diagnosed with Alzheimer's Disease, which means a progressive degenerative disease of the brain that is Diagnosed by a Board Certified psychiatrist or Board Certified neurologist as Alzheimer's Disease. The Diagnosis must be supported by medical evidence that the Covered Person exhibits the loss of intellectual capacity resulting in impairment of memory and judgment as documented and demonstrated by cognitive testing and supported by neuroradiological tests (e.g., CT Scan, MRI, PET of the brain). This impairment must result in a significant reduction in mental and social functioning, resulting in the Covered Person's inability to permanently perform two or more of the Activities of Daily Living without the continuing assistance of another person. No other dementing organic brain disorders or psychiatric illnesses are included in this definition.

Activities of Daily Living include:

- Bathing: wash in a tub or shower; or take a sponge bath; and towel dry.
- Dressing: put on and take off all clothes; and those medically necessary braces or prosthetic limbs usually worn; and fasten or unfasten them.
- Toileting: get to and from and on and off the toilet; to maintain personal hygiene; and care for clothes.
- Transferring: move in and out of a chair or bed.
- Continence: control bowel and bladder function; or, in the event of incontinence, maintain personal hygiene.
- Eating: get food into the body by any means once it has been prepared and made available.

Diagnosis must be based on clinical and/or diagnostic findings as supported by the Covered Person's medical records. We deem Alzheimer's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis. The Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0097-R

**Amyotrophic Lateral Sclerosis (also known as ALS or Lou Gehrig's Disease)** We pay a benefit if a Covered Person is Diagnosed with Amyotrophic Lateral Sclerosis (ALS), which means motor neuron disease, marked by muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.

We deem ALS to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0098-R

**Huntington's Disease** We pay a benefit if a Covered Person is Diagnosed with Huntington's Disease, which is a neurodegenerative genetic disorder that affects muscle coordination and leads to cognitive decline and psychiatric problems.

Diagnosis must document symptoms and verify the presence of the gene via genetic testing. We don't pay a benefit for the presence of the Huntington's Disease gene in absence of symptoms.

Symptoms include

- Personality changes, mood swings and depression;
- Forgetfulness and impaired judgment;
- Unsteady gait and involuntary movements;
- Slurred speech and difficulty in swallowing.

We deem Huntington's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

The Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0099-R

**Multiple Sclerosis (MS)** We pay a benefit if a Covered Person is diagnosed with Multiple Sclerosis (MS), which means demonstrated neurological deficits that have been present for 6 months or more. Diagnosis must be made on the basis of:

- (1) neurological examination demonstrating functional impairments;
- (2) imaging studies of the brain or spine demonstrating lesions consistent with MS; and
- (3) analysis of cerebrospinal fluid consistent with the diagnosis.

We deem MS to occur on the date a Doctor of appropriate specialty makes a Diagnosis. Diagnosis must occur while the Covered Person is insured under this Plan.

B005.0100-R

**Advanced Parkinson's Disease** We pay a benefit if a Covered Person is Diagnosed with Advanced Parkinson's Disease, which means Parkinson's Disease that has progressed to Stage 4, as Diagnosed by a Board Certified, or board-eligible, neurologist based on abnormal findings from neurological examination, cognitive testing, and results of imaging studies.

We deem Advanced Parkinson's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis that the person has progressed to Stage 4. The Diagnosis must occur while the Covered Person is covered under this Plan.

B005.0101-R

## Childhood Conditions

B005.0102-R

**Cerebral Palsy** We pay a benefit if a Covered Dependent Child is Diagnosed with Cerebral Palsy, which means a group of disorders of the development of movement and posture causing activity limitation that are attributed to progressive disturbances that occurred in the developing fetal or infant brain. The motor disorders of cerebral palsy are often accompanied by disturbances of sensation, cognition, communication, perception and/or behavior and/or a seizure disorder. Other similar conditions such as degenerative nerve disorders, genetic diseases, muscle diseases, metabolic disorders, nervous system tumors, coagulation disorders, or other injuries or disorders which delay early development, but can be outgrown, are not included in this definition.

We deem Cerebral Palsy to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis.

B005.0103-R

**Cleft Lip or Palate** We pay a benefit if a Covered Dependent Child is Diagnosed with Cleft Lip or Cleft Palate. A Cleft Lip appears as a narrow opening or gap in the skin of the upper lip that extends all the way to the base of the nose. A Cleft Palate is an opening between the roof of the mouth and the nasal cavity, including clefts that occur on one side of the mouth or both sides.

We pay a benefit for either a Cleft Lip or Cleft Palate, but not both.

We deem Cleft Lip or Cleft Palate to occur on the first date after live birth where a Doctor of appropriate specialty makes a definite clinical Diagnosis of a cleft lip or palate.

B005.0104-R

**Clubfoot** We pay a benefit if a Covered Dependent Child is Diagnosed with Clubfoot, which means a congenital deformity of the foot.

We pay the benefit only once even if Clubfoot is present in both of the child's feet.

We deem Clubfoot to occur on the first day after live birth where a Doctor of appropriate specialty makes a definite Diagnosis of Clubfoot.

B005.0105-R

**Cystic Fibrosis** We pay a benefit if a Covered Dependent Child is Diagnosed with Cystic Fibrosis, which means chronic lung disease and pancreatic insufficiency. The Diagnosis of Cystic Fibrosis made via sweat test is based upon sweat chloride concentrations greater than 60 mmol/L.

We deem Cystic Fibrosis to occur on the first date after live birth where Cystic Fibrosis has been definitively Diagnosed by a Doctor of appropriate specialty via sweat test.

B005.0106-R

**Down Syndrome** We pay a benefit if a Covered Dependent Child is Diagnosed with Down Syndrome, which means a Diagnosis of Down Syndrome through study of the 21st chromosome. Down Syndrome includes:

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

We deem Down Syndrome to occur on the first date after live birth where a Doctor of appropriate specialty completes a chromosome test that positively reveals Down Syndrome.

B005.0107-R

**Muscular Dystrophy** We pay a benefit if a Covered Dependent Child is Diagnosed with Muscular Dystrophy, which means a hereditary condition that is marked by progressive weakening and wasting of muscles. The Covered Dependent Child must have well defined neurological abnormalities, confirmed by electromyography and muscle biopsy.

We deem Muscular Dystrophy to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis.

B005.0108-R

**Spina Bifida** We pay a benefit if a Covered Dependent Child is Diagnosed with Spina Bifida, which means either of the following types of Spina Bifida:

- (1) Meningocele - the protective coatings (meninges) come through the open part of the spine like a sac that is pushed out. Cerebrospinal fluid is in the sac and there is usually no nerve damage.
- (2) Myelomeningocele - This occurs when the meninges (protective covering of the spinal cord) and spinal nerves come through the open part of the spine.

We pay no benefits for spina bifida occulta.

We deem Spina Bifida to occur on the first date after live birth where a Doctor of appropriate specialty makes a Diagnosis

B005.0109-R

**Type 1 Diabetes** We pay a benefit if a Covered Dependent Child is Diagnosed with Type 1 Diabetes, which means the child has a total insulin deficiency and a continuous dependence on exogenous insulin for survival. Dependence on insulin must persist for a continuous period of at least 3 months.

We deem Type 1 Diabetes to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0110-R

### **Other Critical Illnesses**

B005.0111-R

**Addison's Disease** We pay a benefit if a Covered Person is Diagnosed with Addison's disease, which means an endocrine or hormonal disorder resulting in the adrenal glands not producing sufficient cortisol.

Diagnosis must be made by laboratory tests designed to show insufficient levels of cortisol.

We deem Addison's Disease to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0112-R

**Coma** We pay a benefit if a Covered Person is Diagnosed with a Coma, which means a state of complete mental unresponsiveness with no evidence of appropriate responses to stimulation, lasting for a period of 7 or more consecutive days and characterized by the absence of eye opening, verbal response and motor response. The condition must require intubation for respiratory assistance. This benefit is not payable for a medically induced Coma.

We deem a Coma to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0113-R

**Kidney Failure** We pay a benefit if a Covered Person is Diagnosed with Kidney Failure, which means chronic irreversible failure of both kidneys to function, as a result of which either weekly or bi-weekly renal or peritoneal dialysis is started, or renal transplant is performed.

Proof of Kidney Failure requires submission of medical records. Diagnosis of Kidney Failure will be deemed to occur on the earlier of the date: (a) renal or peritoneal dialysis is started; or (b) the date the Covered Person is accepted onto the kidney transplant waiting list of a recognized transplant program in the United States. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance We deem Kidney Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

B005.0114-R

**Loss of Hearing** We pay a benefit if a Covered Person is Diagnosed with Loss of Hearing, which means clinically-proven irreversible loss of hearing in both ears, with an auditory threshold of more than 90 decibels, as a result of illness or injury that has continued without interruption for at least 6 consecutive months after Diagnosis.

No benefit will be paid if, in general medical opinion, surgery, a hearing aid, device, or implant could result in the partial or total restoration of hearing.

The Diagnosis must be made by physical examination by an licensed audiologist.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.



We deem Loss of Hearing to occur on the date on which a licensed audiologist physically examines the Covered Person and certifies that the Covered Person meets the definition above.

B005.0115-R

**Loss of Sight** We pay a benefit if a Covered Person is diagnosed with Loss of Sight, based on best corrected visual acuity of 20/400 or less or visual field of 20 degrees or less in the better eye. No benefit will be paid if, in general medical opinion, surgery, device, or implant could result in the partial or total restoration of sight.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.

We deem Loss of Sight to occur on the date on which a licensed ophthalmologist physically examines the Covered Person and certifies that the Covered Person has best corrected visual acuity of 20/400 or less or visual field of 20 degrees or less in the better eye.

B005.0116-R

**Loss of Speech** We pay a benefit if a Covered Person is Diagnosed with Loss of Speech, which means the clinically proven total, permanent and irreversible loss of the ability to speak as a result of sickness or injury that has continued without interruption for a period of at least 6 consecutive months.

No benefit will be payable if, in general medical opinion, surgery, a device or implant could result in the partial or total restoration of speech.

The Diagnosis must be made by physical examination by a speech pathologist.

A Covered Dependent Child must be at least 3 years old on the date of Diagnosis in order to receive a benefit. However, if a Covered Dependent Child is Diagnosed prior to age 3, We will pay a benefit if the initial diagnosis occurred while insured by this Plan, and the Diagnosis is confirmed on or after the child reaches age 3 and remains insured by this Plan.

We deem Loss of Speech to occur on the date on which a Doctor of appropriate specialty physically examines the Covered Person and certifies that the Covered Person meets the definition above.

B005.0117-R

**Major Organ Failure** We pay a benefit if a Covered Person is Diagnosed with Major Organ Failure. By Major Organ Failure We mean the irreversible failure of both lungs, liver, pancreas, or bone marrow, which requires a human to human transplant determined to be Medically Necessary by a Doctor of the appropriate specialty.

We deem Major Organ Failure to occur on the date the Covered Person is accepted onto the transplant waiting list of a recognized transplant program in the United States. We pay the benefit whether or not the transplant is ever performed. If the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on the waiting list of a recognized transplant program, the waiting list requirement will be waived. In this instance We deem Major Organ Failure to occur on the date a Doctor of appropriate specialty deems the Covered Person is too ill for a transplant, but otherwise meets the criteria for being on a waiting list of a recognized transplant program in the United States.

We don't pay a benefit under both this provision and the Heart Failure provision at the same time.

We pay no benefits for autologous bone marrow transplants.

B005.0118-R

**Permanent Paralysis** We pay a benefit if a Covered Person is Diagnosed with Permanent Paralysis, which means a complete and irreversible condition marked by loss of muscle function in any combination of arms and legs. Permanent Paralysis must be the direct result of a Sickness or Injury, other than a Stroke.

We pay 100% of the benefit amount for the Permanent Paralysis of two or more limbs. We pay 50% of the benefit amount for the Permanent Paralysis of one limb.

We deem Permanent Paralysis to occur on the date a Doctor of appropriate specialty makes a Diagnosis.

B005.0119-R

**Severe Burns** We pay a benefit if a Covered Person is Diagnosed with Severe Burns, which means full-thickness or third-degree burn, as determined by a Doctor covering at least 25% of the body. A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possible into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation.

We deem Severe Burns to occur on the date of the Injury.

B005.0120-R

#### **Other Benefits**

B005.0121-R

**Cancer Vaccine** We will pay the amount shown in the Schedule of Insurance if a Covered Person receives any Cancer Vaccine approved by the Food and Drug Administration (FDA) for prevention of cancer.

B005.0122-R

#### **Mandated Benefits**

**Emergency Services and Ambulance Transport:** This Plan provides a lump sum payment for Emergency Services and Ambulance Transport that are due to a Medical Emergency for Covered Persons. The amount payable is shown in the Schedule of Benefits. In order for benefits to be payable, You must provide us with proof of services received in a hospital emergency department or by a licensed professional ambulance service, including information on the presenting symptoms as well as the services provided.

The benefit may be used by the Covered Person for any purpose, including transportation via ambulance and emergency room visit due to an accident.

B053.1244-R

## Limitations

B005.0124-R

**Proof Of Insurability** The Covered Person's benefit amount, part of it, or increases in it, may not become effective until he or she submits Proof of Insurability to Us. We must approve such Proof of Insurability in writing. These requirements are shown in the Schedule of Benefits.

B005.0127-R

**Pre-Existing Conditions** A pre-existing condition is a Injury or Sickness, whether diagnosed or misdiagnosed, and any symptoms of it, for which in the 3 months before a person becomes covered by this Plan he or she: (1) receives advice or treatment from a Doctor; (2) undergoes diagnostic procedures, other than routine screening in the absence of symptoms or suspicion of disease process by a Doctor; (3) is prescribed or has taken prescription drugs; or (4) receives other medical care or treatment, including consultation with a Doctor. This Plan will not pay benefits for a Critical Illness that is caused by, or results from, a Pre-Existing Condition if the Critical Illness occurs during the first 12 months the person is covered by this Plan.

This Plan also limits the Covered Person's benefits under this Plan if a Critical Illness that is caused by, or results from, a Pre-Existing Condition occurs after: (a) a change which provides for an increase in the benefits payable by this Plan; or (b) a change in Your benefit election which increased the benefit payable by this Plan, In this case, Your benefit will be limited to the amount that would have been payable had the change not taken place. This limit does not apply if the Critical Illness occurs after the Covered Person completes at least one full day of active work after the change has been in force for 12 months in a row.

B005.0137-R

**If This Plan Replaces Another Plan** This Plan may be replacing a similar plan that the Policyholder had with some other carrier. In that case, the Pre-Existing Condition limitation will not apply to any Covered Person who: (1) was covered under the Policyholder's old plan on the day before this Plan started; and (2) has met the requirements of any Pre-Existing Condition or limitation of the old plan; and (3) in Your case, are Actively At Work on a Full-Time basis on the effective date of this Plan.

This Plan will credit any time used to meet the old plan's Pre-Existing Condition provision toward meeting this Plan's Pre-Existing Condition provision, if the Covered Person: (1) was covered under the old plan when it ended; (2) enrolls for coverage under this Plan on or before this Plan's effective date; and (3) is Actively Working on the effective date of this Plan; but (4) has not fulfilled the requirements of any Pre-Existing Condition provision of the old plan.

But, this Plan limits a Covered Person's benefit under this Plan if: (1) it is more than the Critical Illness benefit for which he or she was covered under the old plan; (2) the illness is due to a Pre-Existing Condition; and (3) this Plan pays benefits because this Plan credits time as explained above. In this case, this Plan limits the benefit to the amount the Covered Person to which he or she would have been entitled under the old plan.

This Plan deducts all payments made by the old plan under an extension provision.

B005.0130-R

---

## Exclusions

1) This Plan will not pay benefits for any Critical Illness:

- That is not listed as a Critical Illness in the section entitled Covered Critical Illnesses.
- Caused by, contributed to by, or resulting from: (1) participating in a felony, riot or insurrection; (2) intentionally causing a self-inflicted Injury; (3) committing or attempting to commit suicide while sane or insane; (4) engaging in any illegal activity; or (5) serving in the armed forces or any auxiliary unit of the armed forces of any country.
- Caused by, contributed to by, or resulting from voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless: (1) it was prescribed for the Covered Person by a Doctor, and (2) it was used as prescribed. In the case of a non-prescription drug, this Plan does not pay for any Critical Illness resulting from or contributed to by use in a manner inconsistent with package instructions. "Controlled substance" means anything called a controlled substance in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended from time to time.
- Arising from war or act of war, even if war is not declared.
- For which Diagnosis is made outside the United States, unless the Diagnosis is confirmed in the United States. In that case, the Critical Illness will be deemed to occur on the date the Diagnosis was made outside the United States.
- That is Diagnosed while the person is not covered by this Plan.
- For which Diagnosis is made by a Doctor who is the Covered Person, his or her spouse, child, parent, sibling or business associate.
- For which Diagnosis is made while the Covered Person is not alive, unless otherwise specified under Covered Critical Illnesses.

2) This Plan will not pay benefits for the First Occurrence of a Critical Illness if it occurs less than 3 months after the First Occurrence of a related Critical Illness for which this Plan paid benefits. By related we mean either: (a) both Critical Illnesses are contained within the Cancer Related Conditions category; or (b) both Critical Illnesses are contained within the Vascular Conditions category; or (c) both Critical Illnesses are contained within the Childhood Conditions category.

3) This Plan will not pay benefits for a Recurrence of a Critical Illness unless the Covered Person has not exhibited symptoms or received care or treatment for that Critical Illness for at least 12 months in a row prior to the Recurrence. For purposes of this exclusion, care or treatment does not include: (1) preventive medications in the absence of disease; and (2) routine scheduled follow-up visits to a Doctor.

4) This Plan will not pay benefits for more than one Recurrence of any Critical Illness.

B005.0134-R

#### **Grievance Procedures - External Review**

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

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

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

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

441 4th St. NW900S  
Washington, D.C. 20002  
Phone: (202) 442-5988  
Fax: (202) 442-4790

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

For Non-Medical Necessity cases, Acting Commissioner Stephen C. Taylor  
Department of Insurance, Securities and Banking  
810 First Street, NE 7th Floor  
Washington, D.C. 20002  
Phone: 1-202-727-8000  
Fax: 1-202-354-1085

#### **Definitions**

"Commissioner" means the Commissioner of Insurance.

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

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

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

B053.1246-R

**SCHEDULE OF BENEFITS**

**CRITICAL ILLNESS COVERAGE**

Effective on the latter of (i) the original effective date of the Policy; or (ii) the effective date of the any applicable amendment requested by the Policyholder and approved by the Insurance Company, this rider amends the Critical Illness Coverage provisions of the Group Policy as follows:

B005.0141-R

**Initial Election** When You first become eligible for this Plan You may choose to become covered for one of the plans described below and pay the required premium.

You may request to switch to another plan at any time. But, We will require Proof of Insurability before You switch to another plan which provides greater benefits. You must notify the Policyholder of any desired switch and pay the required premium.

B005.0237-R

<b>Benefit Levels</b>	<b>Critical Illness</b>	<b>% of Benefit Amount for First Occurrence</b>	<b>% of Benefit Amount for Recurrence</b>
<b><u>Cancer Related Conditions:</u></b>			
	Benign Brain Tumor	75%	Not Covered
	Carcinoma in Situ	30%	Not Covered
	Invasive Cancer	100%	50%
	Skin Cancer	\$250.00	Not Covered
<b><u>Vascular Conditions:</u></b>			
	Arteriosclerosis	30%	Not Covered
	Heart Attack	100%	50%
	Heart Failure	100%	50%
	Stroke	100%	50%
<b><u>Neurological Conditions:</u></b>			
	Alzheimer's Disease for Covered Person	50%	Not Covered
	ALS (Lou Gehrig's Disease)	100%	Not Covered
	Huntington's Disease	30%	Not Covered
	Multiple Sclerosis	30%	Not Covered
	Advanced Parkinson's Disease	100%	Not Covered



**Childhood  
Conditions:**  
(applies only to  
covered dependent  
children)

<b>Cerebral Palsy</b>	100%	Not Covered
<b>Cleft lip/cleft palate</b>	100%	Not Covered
<b>Club Foot</b>	100%	Not Covered
<b>Cystic Fibrosis</b>	100%	Not Covered
<b>Down's Syndrome</b>	100%	Not Covered
<b>Muscular Dystrophy</b>	100%	Not Covered
<b>Spina Bifida</b>	100%	Not Covered
<b>Type 1 Diabetes</b>	100%	Not Covered

**Other Conditions:**

<b>Addison's Disease</b>	30%	Not Covered
<b>Coma</b>	100%	Not Covered
<b>Kidney Failure</b>	100%	50%
<b>Loss of Hearing</b>	100%	Not Covered
<b>Loss of Sight</b>	100%	Not Covered
<b>Loss of Speech</b>	100%	Not Covered
<b>Major Organ Failure</b>	100%	50%
<b>Permanent Paralysis</b>	100% for 2 or more limbs; 50% for 1 limb	Not Covered
<b>Severe Burns</b>	100%	Not Covered
<b>Cancer Vaccine</b>	\$50.00 per lifetime	

**Mandated Benefits**

<b>Emergency Services</b>	\$100.00 per Covered Person per Calendar Year
<b>Air Ambulance Transport</b>	\$500.00 per Covered Person per Calendar Year
<b>Ambulance Transport</b>	\$250.00 per Covered Person per Calendar Year

B053.1427-R

**MEMBER VOLUNTARY CRITICAL ILLNESS COVERAGE**

GC-SCH-CI-14-DC

B005.0294-R

GC-SCH-CI-14-DC

**Critical Illness Insurance Amount** *Plan A*

You may elect amounts of critical illness insurance in increments of \$5,000.00, but the amount may not be less than \$5,000.00 and may not exceed \$50,000.00.

B005.0317-R

**Proof of Insurability Requirements**

Proof of Insurability requirements may apply to this coverage. Such requirements may apply to the full benefit amount, or just part of it. When Proof of Insurability requirements apply, it means You must submit to Us, Proof of Insurability, and We must approve the Proof of Insurability in writing before the coverage, or the specified part becomes effective.

We require Proof of Insurability as follows:

We require Proof of Insurability before We will cover You if You enroll for Critical Illness coverage after the time allowed for enrolling as specified in this Plan.

We require Proof of Insurability when You switch from Your current plan of Critical Illness coverage to a plan with a higher benefit amount.

Proof of Insurability requirements vary depending on Your age. If You are less than age 70, You must provide Proof of Insurability for amounts of Critical Illness coverage in excess of \$25,000.00.

If You are age 70 or over, You must provide Proof of Insurability for all amounts of Critical Illness coverage.

B005.0321-R

**DEPENDENT VOLUNTARY CRITICAL ILLNESS COVERAGE**

GC-SCH-CI-14-DC

B005.0400-R

**Dependent Child Critical Illness Benefit Amount**

\$12,500.00 not to exceed 25% of Your Critical Illness Benefit Amount.

B005.0427-R

**Dependent Spouse Proof of Insurability Requirements**

Proof of Insurability requirements may apply to this coverage. Such requirements may apply to the full benefit amount, or just part of it. When Proof of Insurability requirements apply, it means You must submit to Us, Proof of Insurability for Your dependent spouse, and We must approve the Proof of Insurability in writing before the coverage, or the specified part becomes effective.

We require Proof of Insurability as follows:

We require Proof of Insurability before We will cover Your spouse if You enroll him or her for Critical Illness coverage after the time allowed for enrolling as specified in this Plan.

We require Proof of Insurability for Your spouse when You switch from Your current plan of dependent spouse Critical Illness coverage to a plan with a higher benefit amount.

GC-SCH-CI-14-DC

Proof of Insurability requirements vary depending on Your spouse's age. If Your spouse is less than age 70, You must provide Proof of Insurability for Your spouse for amounts of dependent spouse Critical Illness coverage in excess of \$12,500.00.

If Your spouse is age 70 or over, You must provide Proof of Insurability for Your spouse for all amounts of dependent spouse Critical Illness coverage.

B005.0445-R

**Dependent Child  
Proof of Insurability  
Requirements**

You must provide Proof of Insurability for Your child for amounts of dependent child Critical Illness coverage in excess of \$12,500.00.

B005.0449-R

**Changes To Coverage**

**Changes in  
Coverage Amounts**

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

**Changes in  
Insurance  
Classification**

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

If a contribution is required for the new classification for which a larger amount of coverage is provided, You must make the required contribution for the new amount within 31 days of the change. If You do not make the required contribution within 31 days of the change or within 31 days of becoming Actively At Work on a Full-Time basis, if You are not Actively At Work on a Full-Time basis, when Your classification changes, no increase will be allowed due to such change or any later change. In that case, in order to become covered for the larger amount, You must: (1) make the required contribution for the new amount; and (2) furnish Proof of Insurability to Us, which We approve in writing.

If the coverage amount was previously reduced because of age or retirement, it will be retained at the reduced amount.

B005.0450-R

---

**CERTIFICATE RIDER - Portability Privilege**

---

**LIMITED BENEFIT - PLEASE READ CAREFULLY**

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

**PORTABILITY PRIVILEGE**

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

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

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

**Portability Options:** You may port Your Critical Illness coverage, subject to any benefit amount reductions based on age, less the amount of any Critical Illness benefits paid by this Plan.

You may port Your dependent's Critical Illness coverage, subject to any benefit amount reductions based on Your age, less the amount of any Critical Illness benefits paid by this Plan.

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

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

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

**The Portable Certificate of Coverage:** The portable certificate of coverage provides group Critical Illness. The benefits provided by the portable certificate of coverage are the same as the benefits provided by this Plan. The portable certificate provides seamless coverage. Benefit limits, maximums and timeframes do not reset when someone becomes covered under the portable certificate. The premium for the portable certificate of coverage will be based on: (1) the Covered Person's rate class under this Plan; and (2) Your surviving Spouse's age bracket as shown in the Critical Illness Portability Coverage Premium Notice.

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

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

**The Guardian** Life Insurance Company of America

Stuart J Shaw

Vice President, Risk Mgt. & Chief Actuary

GC-R-CI-PORT-14-DC

B053.1248-R

---

### **Termination of This Group Plan**

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

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

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

B800.0086-R