



**UnitedHealthcare<sup>®</sup>**

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**GROUP BASIC LIFE  
CERTIFICATE OF COVERAGE**

**FOR  
STATE OF NEVADA PUBLIC  
EMPLOYEES' BENEFITS PROGRAM**

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**POLICY NUMBER: 370074**

**CERTIFICATE EFFECTIVE DATE: July 1, 2023**

**NV-UHIC/2008**

**Class 1  
(7-23)**

**UnitedHealthcare Insurance Company**  
**185 Asylum Street**  
**Hartford, Connecticut**  
**(Home Office)**

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**Policyholder:** State of Nevada Public Employees' Benefits Program

**Effective Date:** July 1, 2022

**Policy Number:** 370074

**Beneficiary:** As on file with the Administrator

We, UnitedHealthcare Insurance Company, issue this Certificate to the Covered Person as evidence of insurance under the Policy We issued to the Policyholder shown above. This Certificate describes the benefits and other important provisions of the Policy. Please read it carefully.

The Policy may be amended, changed, cancelled or discontinued without the consent of the Covered Person or the Covered Person's beneficiary.

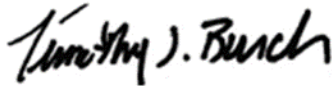
The benefits described in this Certificate insure the Covered Person. This Certificate becomes effective on the Effective Date shown above.

**Read the Group Certificate Carefully**

This is a legal contract between the Policyholder and Us. If the Policyholder has any questions or problems with the Policy, We will be ready to help the Policyholder. The Policyholder may call upon his agent or Our Home Office for assistance at any time.

If the Policyholder or the Covered Person have questions, need information about their insurance, or need assistance in resolving complaints, call 1-866-615-8727.

It is signed at the Home Office of UnitedHealthcare Insurance Company as of the Effective Date shown above.



Secretary



President

**Group Life Insurance Policy**  
**Non-Participating**

Administrative Office:  
9900 Bren Road East  
Minnetonka, MN 55343

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## SCHEDULE OF BENEFITS

### **Class of Employees**

This schedule covers the following class(es) of Employees of companies and affiliates controlled by the Policyholder:

All active Eligible Members who are covered under the PEBP sponsored medical plan and who reside in the United States.

### **Description of Class:**

Employees are considered full-time if they work: 80 hours per month

### **Employee Waiting Period:**

An Employee is eligible for insurance on the later of the first day of the month on or next following the date he begins continuous employment with the Policyholder.

**Cost of Insurance:** The Covered Person is not required to contribute to the cost of his Basic Life insurance.

### **Covered Person Insurance:**

#### **Basic Life Insurance Benefit:**

\$25,000

Basic Life Insurance Benefit will terminate at retirement.

**Accelerated Death Benefit:** Up to 75% of the Basic Life Insurance amount in force to a maximum of \$18,750. Employee must have at least \$10,000 in Basic Life Insurance in-force to qualify for this benefit.

## GENERAL DEFINITIONS

The male pronoun, whenever used in the Policy, includes the female.

**Active Work or Actively at Work** means You are performing all the regular duties of Your occupation:

1. at Your usual place of employment or any other business location where You are required to travel;
2. for the entire normal workday; and
3. for at least the minimum number of hours per month, as shown in the Description of Eligible Class(es) in the Schedule of Benefits.

You or Your Employer must provide Us satisfactory documentation that You are Actively at Work in accordance with the Proof of Claim provision.

Unless You are disabled or terminate Your employment on the prior workday or on a day of absence, We will consider You to be Actively at Work on the following days:

1. a Saturday, Sunday or holiday which is not a scheduled workday;
2. a paid vacation day, or other scheduled or unscheduled non-workday; or
3. an approved or emergency leave of absence (except medical leave).

**Contributory or Non-Contributory Insurance:** Contributory Insurance is insurance for which the Covered Person must apply and agree to make the required premium contributions. Non-Contributory Insurance is insurance for which the Covered Person does not have to make any premium contributions.

**Covered Person:** The Employee insured under the Policy. References to "Covered Person," "Covered Persons" and "Covered Person's" throughout this Certificate are references to a Covered Person.

**Employee:** A person who is:

1. directly employed in the normal business of the Policyholder; and
2. paid for services by the Policyholder; and
3. Actively at Work for the Policyholder, or any subsidiary or affiliate insured under the Policy.

No director or officer of an Policyholder will be considered an Employee unless he meets the above conditions.

**Employer:** The Policyholder and includes any division, subsidiary, or affiliated company named in the Policy. Employer does not include Employers of other related areas of practice for which the Covered Person may also work.

**Injury:** A bodily Injury resulting directly from an accident and independently of all other causes.

## GENERAL DEFINITIONS (continued)

**Physician:** A practitioner of the healing arts who is:

1. duly licensed in the state in which the Treatment is received; and
2. practicing within the scope of that license.

The term Physician does not include the Covered Person, the Covered Person's Spouse, children, parents, parents-in-law, or siblings.

**Sickness:** An illness, disease, pregnancy or complication of pregnancy.

**Treatment:** consultation, advice, tests, attendance or observation, supplies or equipment, including the prescription or use of prescription drugs or medicines.

**We, Our and Us:** UnitedHealthcare Insurance Company.

## CERTIFICATE GENERAL PROVISIONS

**Conformity With State or Federal Statutes:** If any provision of the Certificate conflicts with any applicable law, the provision will be deemed to conform to the minimum requirements of the law.

**Discretionary Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority to determine the Covered Person's or Dependent's eligibility, if applicable, for benefits and to interpret the terms, conditions, limitations, and exclusions, and all other provisions of the Policy including the Certificate of Coverage and any riders or amendments. We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy. This provision does not prevent the bringing of a legal action under the time limit for Legal Action provision, nor does it serve to deprive any insurance department of its statutory rights and obligations.

**Fraud:** We will focus on all means necessary to support fraud detection, investigation, and prosecution. It may be a crime if the Covered Person or the Employer knowingly, and with intent to injure, defraud or deceive Us, files a claim containing any false, incomplete, or misleading information. These actions, as well as submission of false information, will result in denial of the Covered Person's claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by him.

**Information To Be Furnished:** The Policyholder may be required to furnish any information needed to administer the Policy. Clerical error by the Policyholder will not:

1. affect the amount of insurance which would otherwise be in effect; or
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made. We may inspect any of the Policyholder's records which relate to the Policy.

**Misstatement of Age:** If a Covered Person's age has been misstated, premiums will be subject to an equitable adjustment. If the amount of the benefit depends upon age, then the benefit will be that which would have been payable, based upon the person's correct age.

**Workers' Compensation:** The Policy is not to be construed to provide benefits required by Workers' Compensation laws.

## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

**Covered Person's Eligibility:** Employees who work on a full-time basis for a Policyholder are eligible for insurance after completion of the required Employee Waiting Period, provided they are in a class of Employees who are included. Employees will be considered to work on a full-time basis if they customarily work at least the number of hours per week shown in the Schedule of Benefits.

An Employee will become eligible for insurance on the latest of the following dates:

1. the Effective Date of the Policy;
2. the end of the Employee Waiting Period shown in the Schedule of Benefits;
3. the date the Policy is changed to include the Employee's class; or
4. the date the Employee enters a class eligible for insurance.

**Effective Date of Covered Person Insurance:** If an Employee is not Actively at Work on the date his insurance is scheduled to take effect, it will take effect on the day after the date he returns to Active Work. If the Employee's insurance is scheduled to take effect on a non-working day, his Active Work status will be based on the last working day before the scheduled Effective Date of his insurance.

An Employee must use forms provided by Us when applying for insurance.

The Employee's insurance will be effective as follows:

1. if it is Non-contributory, on the date the Employee becomes eligible for insurance, regardless of when he applies, or
2. if it is Contributory, and the Employee makes application within 31 days after the date he first became eligible, on the later of:
  - a. the date the Employee is eligible for insurance, regardless of when he applies; or
  - b. the date the Employee's application is approved by Us if evidence of insurability is required.

**Family and Medical Leave of Absence:** If the Covered Person is on a Family or Medical Leave of Absence, his insurance will be governed by his Employer's policy on Family and Medical Leaves of Absence.

We will continue the Covered Person's insurance if the cost of his insurance continues to be paid and his Leave of Absence is approved in advance and in writing by his Employer.

The Covered Person's insurance will continue for up to the greater of:

1. the leave period required by the Federal Family and Medical Leave Act of 1993; or
2. the leave period required by applicable state law.

While the Covered Person is on a Family or Medical Leave of Absence, We will use earnings from his Employer just prior to the date his Leave of Absence started to determine Our payments to him.



## COVERED PERSON ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS (continued)

If the Covered Person's insurance does not continue during a Family or Medical Leave of Absence, then when he returns to Active Work:

1. he will not have to meet a new Employee Waiting Period including a Waiting Period for insurance of a Pre-Existing Condition, if applicable; and
2. he will not have to give Us evidence of insurability to reinstate the insurance he had in effect before his Leave of Absence began.

However, time spent on a Leave of Absence, without insurance, does not count toward satisfying his Employee Waiting Period.

**Termination of Covered Person Insurance:** The Covered Person's insurance will terminate on the earliest of the following dates:

1. the last day of the period for which a premium payment is made, if the next payment is not made, subject to the Grace Period;
2. the last day of the month during which he ceases to be a member of a class eligible for insurance;
3. the date the Policy terminates, or with respect to a specific benefit, the date the benefit terminates;
4. the date he is no longer Actively at Work due to a labor dispute, including but not limited to strike, work slowdown, lock out; or
5. the last day of the month during which he is no longer Actively at Work for any other reason, except as stated below.
  1. For Life Insurance coverage, active work ceases due to one of the following reasons, insurance may continue until the earlier of: the date he returns to work or the end of the time period stated below:
    - a. an approved layoff or non-medical leave of absence, the date he is no longer covered under the PEBP sponsored medical plan or a longer period if required by law; or
  2. For Life Insurance coverage, active work ceases due to his Sickness or Injury, insurance may continue until the earlier of: the date he returns to work or the date he is no longer covered under the PEBP sponsored medical plan or a longer period if required by law; or
  3. For Life Insurance coverage, active work ceases due to a Total Disability, Life Insurance coverage may continue in accordance with the Waiver of Premium provision.

"Total Disability," as used above, is as defined in the Waiver of Premium provision.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON

**Death Benefits:** We will pay the Covered Person's beneficiary the amount of insurance in force on the date of death when We receive satisfactory proof of a Covered Person's death. The benefit will be paid in accordance with the beneficiary section.

**Assignment:** Life insurance as provided by the Policy may be assigned as an absolute assignment only. In making an assignment, the Covered Person must transfer all his present and future ownership rights to the person to whom he assigned the insurance. This includes the right to change the beneficiary and to convert the insurance. The Covered Person may not make a collateral or partial assignment of his insurance.

**Beneficiary:** The Covered Person's beneficiary will be the person(s) he names in writing to receive any amount of insurance payable due to his death.

The Covered Person may name or change a beneficiary by giving Us written notice at Our Home Office on a form acceptable to Us. When We receive the notice, it will be effective on the date made, subject to any payment We may have made before We receive it.

If the Covered Person names more than one beneficiary, those who survive will share equally unless the Covered Person specifies otherwise. If there is no named beneficiary living at the time of the Covered Person's death, We will pay any amount due in the following order:

1. to his legal Spouse; or
2. to his natural or legally adopted children in equal shares; or
3. to his estate.

**Notice of Claim:** Written notice of a claim for death must be given to Us at Our Home Office by the Covered Person's beneficiary within 90 days of the date of death. If it is not possible, written notice must be given as soon as it is reasonably possible to do so.

The claim form is available from the Covered Person's Employer, or can be requested from Us. If the form is not received from Us within 15 days of a request, written proof of claim should be sent to Us without waiting for the form. Written proof must show the cause of death. Also, a certified copy of the death certificate must be given to Us.

**Proof of Claim:** Written proof of claim must be filed within 90 days of the loss. However, if it is not possible to give proof within 90 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

**Legal Action:** The Covered Person may not bring suit to recover under this section until 60 days after he has given Us written proof of loss. No suit may be brought more than three years after the date the proof of loss is required to be filed.

**Settlement Options:** Instead of a single payment, the Covered Person may choose to have all or part of the insurance paid under one of the settlement options We have available. We will give the Covered Person full information about the options upon request.

## LIFE INSURANCE BENEFIT FOR COVERED PERSON (continued)

**Conversion Privilege:** The Covered Person may convert:

1. all or part of his Life Insurance to an individual policy of life insurance, other than term insurance, if his insurance terminated because he ceases to be a member of a class eligible for insurance;
2. the amount of insurance to an individual policy of life insurance, other than term insurance, that is lost due to a reduction of insurance because of age;
3. a limited amount of insurance to an individual policy of life insurance, other than term insurance, if he has been continuously insured under the Policy (or the policy it replaced) for five years and the insurance terminated due to termination or amendment of the Policy. The amount the Covered Person may convert in this case is the smaller of the following:
  - a. the amount of Life Insurance which terminates, less the amount he became eligible for under any Policy within 90 days after this insurance terminated; or
  - b. \$10,000.

The Covered Person may convert to any policy, other than term insurance, We are issuing for the purpose of conversions. The conversion policy will not have disability or other supplementary benefits. No evidence of insurability will be required. The Covered Person must submit a written application and the first premium payment for the conversion policy to Our Home Office within 90 days after his insurance terminates. It is the Covered Person's responsibility to pay the premiums for the conversion policy. The premium will be based on the amount and the form of the conversion policy, and on his class of risk and age on the date the conversion takes effect.

If the Covered Person dies within the 90 days allowed for making application to convert, We will pay the amount he was entitled to convert. We will do this whether or not application was made.

A conversion policy is in lieu of benefits under this section of the Policy. However, if the Covered Person is qualified for the Waiver of Premium-Total Disability provision, the converted policy will be cancelled. Premiums paid for the converted policy will be returned.

Amounts of insurance that the Covered Person has ported will not be eligible for the Conversion Privilege unless the Certificate of Portability is returned.

The conversion policy will take effect on the later of:

1. its date of issue; or
2. 90 days after the date this insurance terminates.

The insurance under the Policy may be reinstated within one year after termination of employment, if the Covered Person has converted and he:

1. gives Us proof that he was Totally Disabled when his insurance terminated and that his insurance would have continued in force under the Waiver of Premium-Totally Disabled provision if he had not converted; and
2. surrenders the conversion policy to Us without claim in return for premiums paid less any unpaid policy loans.

Employees rehired after converting insurance must either lapse that insurance or provide evidence of insurability to keep that individual policy.

## WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON

We will continue the Covered Person's Basic Life Insurance in force without premium payment while he remains Totally Disabled if he:

1. becomes Totally Disabled before age 60;
2. remains Totally Disabled continuously for at least six consecutive months;
3. gives Us proof of Total Disability, as required.

We will waive the Covered Person's premium payment on a monthly basis, beginning the first day of the month after the month he became Totally Disabled. We will refund any premium paid for the Basic Life Insurance after that day. We will not refund premiums for any period more than 12 months before the date proof of disability was furnished. This Waiver of Premium will continue to be effective even if the Policy terminates after the Covered Person becomes Totally Disabled.

**Amount of Life Insurance Under the Total Disability Benefit:** The amount of insurance continued would be the amount in force on the date the Covered Person became Totally Disabled. This amount will be reduced or terminated, based on the Schedule of Benefits in effect on the date of Total Disability. This amount will not be increased while the Covered Person remains Totally Disabled. All other Benefits will be terminated.

**Death While Totally Disabled:** If the Covered Person dies while his Basic Life Insurance is being continued under Waiver of Premium, We will pay the amount of insurance if We receive proof:

1. of the Covered Person's death; and
2. that Total Disability was continuous from the date it began to the date of death.

**Proof of Total Disability:** We will provide forms which the Covered Person must use when giving Us proof of Total Disability. The Covered Person must give Us proof no later than 12 months after the date he became Totally Disabled. We may at any time require proof that Total Disability continues. The Covered Person must give Us proof within 60 days after Our request. After the Covered Person has been Totally Disabled for more than two years from the date of Total Disability, We will not request proof any more than once a year. We may require the Covered Person to be examined, at Our expense, by a Physician of Our choice.

**Total Disability or Totally Disabled:** For purposes of this section, the Covered Person will be considered Totally Disabled if he is unable to perform each and every duty of his occupation at his usual place of employment and he is unable to do the material and substantial duties of any job suited to his education, training or experience.

We may require the Covered Person to be examined by a Physician, other medical practitioner or vocational expert of Our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so.

## **WAIVER OF PREMIUM – TOTAL DISABILITY FOR COVERED PERSON (continued)**

**Termination of the Total Disability Benefit:** The Covered Person will no longer be eligible for the Total Disability Benefit and his Basic Life Insurance will terminate on the earlier of the following dates:

1. the date the Covered Person ceases to be Totally Disabled. However, if he is still eligible for Basic Life Insurance when he returns to Active Work, his Basic Life Insurance may be continued in force if premium payments are resumed. If this is done, any increased amount of Basic Life Insurance he may then be eligible for will take effect as described in the Effective Date of insurance provision; or
2. the last day of the 60-day period following Our request for proof of Total Disability, if he does not give Us proof or refuses to take a medical exam;
3. the date the Covered Person reaches normal retirement age, as defined by the Social Security Administration;
4. the date premium has been waived for 12 months and the Covered Person is considered to reside outside the United States. The Covered Person is considered to reside outside the United States when he has been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

If the Covered Person's Total Disability ends and he does not return to Active Work, then the Covered Person may exercise the Conversion Privilege.

## ACCELERATED DEATH BENEFIT FOR COVERED PERSON

**The Accelerated Death Benefit payment may be taxable to the Covered Person. The Covered Person should seek assistance from his personal tax advisor regarding taxes the Covered Person may have to pay as the result of claiming Accelerated Death Benefits.**

If while insured under the Policy, the Covered Person becomes terminally ill (called the “qualifying event”) with a life expectancy of less than 12 months and the Covered Person has met all of the conditions set forth below, We will pay the Covered Person the amount of insurance shown in the Schedule of Benefits.

The Covered Person may elect to receive an Accelerated Death Benefit amount that is stated on the Schedule of Benefits. However, an Accelerated Death Benefit payment against the Covered Person’s Life Insurance Benefit can only be made once in the Covered Person’s lifetime.

The Life Insurance Benefit amount will be reduced by the amount paid under this provision.

The Covered Person must submit written medical evidence signed by the treating Physician and acceptable to Us that he is:

1. under a Physician’s care for that condition, and
2. has a life expectancy of less than 12 months.

The Accelerated Death Benefit amount will be paid to the Covered Person after the Covered Person meets all of the conditions listed above.

We reserve the right to ask for a medical exam in connection with a claim.

The Covered Person must continue to pay any applicable premium for the amount of Life Insurance Benefits remaining after the reduction.

Upon the Covered Person’s death, the amount of Life Insurance Benefits paid to the Covered Person’s beneficiary will be reduced by the amount already paid under this provision.

**Limitations:** Accelerated Death Benefits will not be payable if:

1. the Covered Person has assigned his Life Insurance Benefits; or
2. We have been notified that all or a portion of the Life Insurance Benefits are to be paid to the Covered Person’s former Spouse as part of a divorce agreement; or
3. the Covered Person is required by law to accelerate benefits in order to meet the claims of creditor(s); or
4. the Covered Person is required by a government agency to accelerate benefits in order to qualify for a government benefit or entitlement.

## PORTABILITY PRIVILEGE FOR BASIC LIFE INSURANCE FOR COVERED PERSON

This provision applies only to the Covered Person's Basic Life Insurance Benefit.

The Covered Person may not elect to port his insurance unless the Covered Person has been insured by the Policy, or the one it replaced, for at least three consecutive months prior to the date the Covered Person's insurance under the Policy ends.

The Covered Person may elect to continue all or part of his Basic Life Insurance Benefit, by electing a portable Certificate of Insurance, subject to the following terms and restrictions.

The Covered Person may "port" his insurance if the insurance under the Policy ends for any reason other than:

1. termination of employment due to Sickness or Injury;
2. failure to pay any required premium;
3. the termination of the Policy; or
4. attainment of age 70.

The Covered Person may not port his insurance, if the Covered Person has reached his 70<sup>th</sup> birthday on the day his insurance under the Policy terminates.

The Covered Person may port the full amount of his Basic Life Insurance amount as of the day insurance under the Policy terminates.

The Covered Person can port to a portable Certificate of Insurance. The certificate provides term Group Life Insurance. This does not provide for Waiver of Premium benefit. The benefits provided by the portable Certificate of Insurance may not be identical to the benefits provided by the Policy.

To get a portable Certificate of Insurance, the Covered Person must apply to Us in writing and pay the required premium. The Covered Person has 31 days from the date insurance under the Policy ends to do this. We won't ask for proof that the Covered Person is insurable.

No Covered Person is allowed to convert his insurance, and elect a portable Certificate of Insurance at the same time. If a situation arises in which a Covered Person would be eligible to both convert and port, he may only exercise one of these privileges. The Covered Person may never be insured under both a converted policy and a portable Certificate of Insurance at the same time.

Employees rehired after porting insurance must either lapse that insurance or provide evidence of insurability to keep the porting insurance.

## **REPATRIATION BENEFIT FOR COVERED PERSONS UNDER THE LIFE INSURANCE BENEFIT**

We will pay a Repatriation Benefit if all of the following requirements are met:

1. a Life Insurance benefit is payable because of the Covered Person's death;
2. The Covered Person's death occurs more than 100 miles from his primary place of residence; and
3. Covered Expenses are incurred for the preparation and transportation of the Covered Person's body to a mortuary near the primary place of residence.

The amount of the Repatriation Benefit is the lesser of:

1. the Covered Expenses incurred; or
2. 10% of the Covered Person's Life Insurance benefit; or
3. \$5,000.

The Repatriation Benefit is payable to the person who incurs the transportation expenses.

Covered Expenses include, but are not limited to the usual and customary fee or charge for the services rendered and supplies furnished in the area where services are rendered or the supplies are furnished. Such services and supplies include, but are not limited to, embalming, cremation, coffins, and transportation.



## CERTIFICATE MODIFICATIONS RIDER

### Certificate Modification(s) to the Certificate

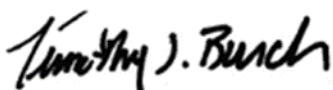
**Policyholder:** State of Nevada Public Employees' Benefits Program

**Policy Number:** 370074

It is agreed that the Certificate is amended as follows:

Effective July 1, 2022, with respect to residents of the states as shown on the subsequent pages, the following provisions amend, replace or are added, when applicable, to the Certificate:

Signed for the Company by:



Secretary



President

**UnitedHealthcare Insurance Company  
Hartford, Connecticut**

## STATUTORY PROVISIONS

### ALASKA

Residents of the state of Alaska, the following provisions are included to bring your Certificate into conformity with Alaska state law:

#### **Dependent Definition**

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, Any references to gender (i.e., "of the opposite or same sex" or "of the same sex") in the Domestic Partner and Domestic Partnership definitions are deleted and do not apply to you.

#### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section, it is hereby deleted in its entirety.

#### **Accidental Death and Dismemberment Benefit Limitations**

The travel/flight limitation in the Accidental Death Benefit or Accidental Death and Dismemberment Benefit is amended with regard to charter flights by deleting the phrase "seating 15 or more people".

### ARKANSAS

Residents of the state of Arkansas, the following provision is included to bring your Certificate into conformity with Arkansas state law:

#### **Insurer Information Notice**

Any questions regarding the Policy may be directed to:  
UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-866-615-8727

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 77202

## IDAHO

Residents of the state of Idaho, the following provision is included to bring your Certificate into conformity with Idaho state law:

### Insurer Information Notice

Any questions regarding the Policy may be directed to:

UnitedHealthcare Insurance Company  
Administrative Offices  
9900 Bren Road East  
Minnetonka, MN 55343  
1-866-615-8727

If the question is not resolved, you may contact the Idaho Department of Insurance:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

### Incontestability

The Incontestability provision as contained in the section entitled CERTIFICATE GENERAL PROVISIONS is hereby changed to read as follows:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums or fraudulent misrepresentations, after it has been in force for one year from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of one year during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

## LOUISIANA

Residents of the state of Louisiana, the following provision is included to bring your Certificate into conformity with Louisiana state law:

### Applicable to Policies that include an Accelerated Death Benefit:

NOTICE: This is a Life Insurance Policy which pays Accelerated Death Benefits at the Policyholder's option under conditions specified in the Policy.

## MINNESOTA

Minnesota has determined that its statutory requirements apply to Minnesota residence when non-Minnesota situated Employers have 25 or more Employees residing in Minnesota.

Any questions regarding these statutory requirements may be directed in writing to:

UnitedHealthcare Specialty Benefits  
Contract Services  
MN017-E800  
9900 Bren Road East  
Minnetonka, MN 55343

## MISSOURI

Residents of the state of Missouri, the following provision is included to bring your Certificate into conformity with Missouri state law:

### **Suicide**

When a Suicide Limitation for Life Insurance is included in the Certificate of Coverage, no benefit will be paid for any loss caused directly or indirectly from suicide occurring within one year after the Covered Person's initial effective date or effective date or any increase of additional insurance.

In the event the insured dies as a result of suicide within one year from the date of issue of the policy, the Policyholder shall promptly refund all premiums paid for coverage.

### **Waiver**

When a WAIVER OF PREMIUM section is included in the Certificate of Coverage the definition of Total Disability or Totally Disabled is replaced with the following:

**Total Disability or Totally Disabled:** For purposes of this section, means the Covered Person's inability, because of sickness or injury to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve (12) months, unless the total benefit period is less than twelve (12) months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the insured is qualified by education, training or experience.

## MONTANA

Residents of the state of Montana, the following provision is included to bring your Certificate into conformity with Montana state law:

**Conformity with Montana Statutes:** For Montana residents, the provisions of this Policy are intended to conform to the minimum requirements of Montana law. If any provision of the Policy conflicts with any Montana statutes, the provision will be deemed to conform to the minimum requirements of the Montana law.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the CERTIFICATE GENERAL PROVISIONS section it is hereby deleted in its entirety.

### **Dependent Definition**

When Dependent Child coverage is included in the Certificate of Coverage, the definition of a Dependent Child shall include a child placed for adoption.

When dependent coverage is included in the Certificate of Coverage and Domestic Partners are described in the definition of a Dependent, the definition of a Domestic Partner will be expanded to include a person of the opposite or same sex.

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is modified to allow a Covered Person to convert a limited amount of insurance to an individual policy of life insurance, other than term, if he has been continuously insured under the Policy (or the policy it replaced) for three years and the insurance terminated due to termination or amendment of the Policy.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is modified to allow a Dependent to convert a limited amount of insurance to an individual life policy, other than term, if he was continuously insured under the Policy (or the policy it replaced) for three years if his insurance terminated due to the Policy being terminated or amended.

## **NEW HAMPSHIRE**

Residents of the state of New Hampshire, the following provision is included to bring your Certificate into conformity with New Hampshire state law:

### **Conversion Privilege**

The Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is expanded to include the following:

The Covered Person will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. If this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Covered Person at the last address furnished to the Policyholder.

When dependent life insurance coverage is included in the Certificate of Coverage, the Conversion Privilege provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is expanded to include the following:

The Dependent will be given written notice of this conversion privilege and its duration within 15 days after the date of termination of the Policy. IF this notice is given more than 15 days after the date of termination, the time allowed for the exercise of the privilege of conversion will be extended for a period of 15 days following the date of the written notice. Such notice will be mailed to the Dependent at the last address furnished to the Policyholder.

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate of Coverage is modified to include the following:

Failure to furnish such proof of claim within the Certificate of Coverage stated time limit will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as it was reasonably possible.

### **Discretionary Authority**

When a Discretionary Authority provision is shown in the Certificate of Coverage GENERAL PROVISIONS section it is hereby deleted in its entirety.

## **NORTH CAROLINA**

Residents of the state of North Carolina, the following provision is included to bring your Certificate into conformity with North Carolina state law:

### **Proof of Claim**

The provision(s) entitled Proof of Claim as contained in the Certificate is modified as follows:

Written proof of claim must be filed within 180 days of the loss. However, if it is not possible to give proof within 180 days, it must be given no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

### **Occupational Injury or Sickness Exclusion**

Any exclusion that applies to an Occupational Injury or Sickness is hereby replaced by the following:

An Occupational Injury or Sickness for treatments which are paid under the North Carolina Worker's Compensation Act only to extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

## NORTH DAKOTA

Residents of the state of North Dakota, the following provision is included to bring your Certificate into conformity with North Dakota state law:

**20 Day Right to Examine Certificate:** There is a 20 day right to review this Certificate. If You decide not to keep it, it may be returned to Us within 20 days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all premium paid. Any claims paid during the initial 20 day period will be deducted from the refund.

## OKLAHOMA

Residents of the state of Oklahoma, the following provision is included to bring your Certificate into conformity with Oklahoma state law:

**Certificates delivered to residents of state of Oklahoma are subject to Oklahoma laws.**

### **Dependent Child Definition**

When Dependent Child coverage is included in the Certificate of Coverage the term "Child" includes a natural child, legally adopted child, stepchild, foster child or any child who is under the custody of the Covered Person

### **Incontestability**

The Incontestability provision shown in the Certificate GENERAL PROVISIONS section is replaced by the following:

**Incontestability:** We may not contest the validity of the Policy, except for the non-payment of premiums, after it has been in force for two years from its date of issue. No statement made by any Covered Person relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, unless it is contained in a written instrument signed by him. This clause will not affect Our right to contest claims made for accidental death or accidental dismemberment benefits.

### **Life Insurance Payment of Claim:**

The Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR COVERED PERSON section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

When dependent coverage is included in the Certificate of Coverage, the Payment of Claim provision shown in the LIFE INSURANCE BENEFIT FOR DEPENDENTS section is replaced by the following:

**Payment of Claim:** Payment of Claim for loss of life will be paid in accordance with the beneficiary section. We will make payment within 60 days of receipt of due proof of death. All other benefits under the Policy are paid to the Covered Person.

If the Covered Person has chosen an option, no one may change it unless the Covered Person consents in writing. The Covered Person's beneficiary may choose an option within 60 days after death if one has not been chosen.

## TEXAS

Residents of the state of Texas, the following provision is included to bring your Certificate into conformity with Texas state law:

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

#### **UnitedHealthcare Insurance Company**

To get information or file a complaint with your insurance company:

**Call: UnitedHealthcare Insurance Company**

**Toll-free: 1-866-615-8727**

Mail: United HealthCare Insurance Company Administrative Offices  
9900 Bren Road East, Minnetonka. MN 55343

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

#### **UnitedHealthcare Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: UnitedHealthcare Insurance Company**

**Teléfono gratuito: 1-866-615-8727**

**Dirección postal:** United HealthCare Insurance Company Administrative Offices, 9900 Bren Road East, Minnetonka. MN 55343

## **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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### **Accelerated Death Benefit**

Death benefits will be reduced if an acceleration-of-life insurance benefit is paid.

DISCLOSURE: Receipt of Acceleration Death Benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect You, Your spouse and Your family's eligibility for public assistance.

DISCLOSURE: The Accelerated Death Benefits offered under this Policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as Your life expectancy at the time benefits are accelerated or whether you use the benefits to pay necessary long-term care expense, such as nursing home care. If the Accelerated Death Benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and to subject to federal taxation. Tax laws relating to Accelerated Death Benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive Accelerated Death Benefits excludable from income under federal law.

We reserve the right to ask for a medical exam in connection with a claim. In the event that the Physician's examinations result in conflict with the medical evidence signed by the treating Physician, a second examination from a Physician of Our choice (at Our expense) will be requested. This second exam will determine if the Covered Person has met the conditions stated above.

At the time of payment of the Accelerated Death Benefit, We will send a statement to the Covered Person specifying:

1. the amount of benefits paid;
2. the affect of the Accelerated Death Benefit payment on the death benefit face amount and future premiums; and
3. the amount of Life Insurance benefits remaining.

### **Incontestability**

The Incontestability provision under the CERTIFICATE GENERAL PROVISIONS section, is amended to remove the phrase "or fraudulent misrepresentations" from the first sentence.



## WASHINGTON

Residents of the state of Washington, the following provision is included to bring your Certificate into conformity with Washington state law:

### **Accelerated Death Benefit**

When an ACCELERATED DEATH BENEFIT section is include in the Certificate of Coverage, the following Accelerated Death Benefit Notice is also included:

If you receive payment of accelerated death benefits from a life insurance policy, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others. Also, receiving accelerated benefits from a life insurance policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive accelerated benefits from a life insurance policy.

This Accelerated Death Benefit is not intended to qualify under section 101(g)(26 U.S.C. 101(g) or section 770B(26U.S.C. 7702B) of the Internal Revenue Code of 1986 as amended by Public Law 104-191

### **Accidental Death and Dismemberment Benefit**

The first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED PERSON section is replaced by the following:

The Covered Person suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes.

When dependent Accidental Death and Dismemberment coverage is included in the Certificate of Coverage, the first paragraph shown in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT FOR COVERED DEPENDENT section is replaced by the following:

The Dependent suffers a loss described below, We will pay the amount of insurance that applies. The Covered Person, or the Covered Person's beneficiary, must give Us proof that:

1. Injury occurred while the insurance was in force under this section;
2. loss occurred within 365 days after the Injury; and
3. loss was due to Injury independent of all other causes