

## **CWP dba Mister Car Wash**

EXTRATERRITORIAL LEGISLATION

**EFFECTIVE DATE: July 1, 2016**

ETALLD16A  
3337921

This document printed in May, 2016 takes the place of any documents previously issued to you which described your benefits.

Printed in U.S.A.



# Table of Contents

IMPORTANT INFORMATION.....	4
CERTIFICATE RIDER – Colorado Residents .....	5
CERTIFICATE RIDER – Florida Residents.....	6
CERTIFICATE RIDER – Illinois Residents.....	7
CERTIFICATE RIDER – Kansas Residents.....	8
CERTIFICATE RIDER – Maryland Residents.....	8
CERTIFICATE RIDER – Minnesota Residents .....	10
CERTIFICATE RIDER – Missouri Residents .....	11
CERTIFICATE RIDER – North Carolina Residents .....	12
CERTIFICATE RIDER – Utah Residents .....	13

**CIGNA HEALTH AND LIFE INSURANCE COMPANY**, a Cigna company (hereinafter called Cigna)

**CERTIFICATE RIDER**

Policyholder: CWP dba Mister Car Wash  
Rider Eligibility: Each Employee as noted within this certificate rider  
Policy No. or Nos.: 3337921  
Effective Date: July 1, 2016

This rider forms a part of the certificate issued to you by Cigna describing the benefits provided under the policy(ies) specified above. This rider replaces any other issued to you previously.

**IMPORTANT INFORMATION**

**For Residents of States other than the State of Arizona:**

State-specific riders contain provisions that may add to or change your certificate provisions.

The provisions identified in your state-specific rider, attached, are ONLY applicable to Employees residing in that state. The state for which the rider is applicable is identified at the beginning of each state specific rider in the "Rider Eligibility" section.

Additionally, the provisions identified in each state-specific rider only apply to:

- (a) Benefit plans made available to you and/or your Dependents by your Employer;
- (b) Benefit plans for which you and/or your Dependents are eligible;
- (c) Benefit plans which you have elected for you and/or your Dependents;
- (d) Benefit plans which are currently effective for you and/or your Dependents.

Please refer to the Table of Contents for the state-specific rider that is applicable for your residence state.

  
*Anna Krishtul, Corporate Secretary*

HC-ETDRD



**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Colorado Residents**

Rider Eligibility: Each Employee who is located in Colorado

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Colorado group insurance plans covering insureds located in Colorado. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETCORDR

**Eligibility - Effective Date**

**Exception for Children**

Any Dependent child who was previously covered under Colorado’s state program for children, the Children’s Basic Health Plan, will not be considered a Late Entrant for Dependent Medical Insurance if enrollment is requested within 90 days of the dependent child’s disenrollment or loss of eligibility under the program.

HC-ELG32

04-10  
V2-ET

**Expenses For Which A Third Party May Be Responsible**

*NOTE: The plan may only place a lien on any recovery by the Participant that is in an amount in excess of the Participant’s full compensation for all damages arising out of the claim.*

HC-SUB13

04-10  
V1-ET

**Definitions**

**Emergency Service Provider**

The term Emergency Service Provider means a local government, or an authority formed by two or more local governments, that provide fire-fighting and fire prevention services, emergency medical services, ambulance services, or search and rescue services, or a not-for-profit non-governmental entity organized for the purpose of providing any such services, through the use of bona fide volunteers.

HC-DFS294

04-10  
V1-ET

**Employee**

The term Employee means a full-time employee of the Employer who is currently in Active Service. The term does not include employees who are part-time or temporary or who normally work less than 30 hours a week for the Employer. The term Employee may include officers, managers and Employees of the Employer, the bona fide volunteers if the Employer is an Emergency Service Provider, the partners if the Employer is a partnership, the officers, managers, and Employees of subsidiary or affiliated corporations of a corporation Employer, and the individual proprietors, partners, and Employees of individuals and firms, the business of which is controlled by the insured Employer through stock ownership, contract, or otherwise.

HC-DFS295

04-10  
V1-ET

**Employer**

The term Employer means the Policyholder and all Affiliated Employers. The term Employer may include an Emergency Service Provider, any municipal or governmental corporation, unit, agency or department thereof, and the proper officers, as such, of an Emergency Service Provider or an unincorporated municipality or department thereof, as well as private individuals, partnerships, and corporations.

HC-DFS296

04-10  
V1-ET



**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Florida Residents**

Rider Eligibility: Each Employee who is located in Florida

**The benefits of the policy providing your coverage are primarily governed by the law of a state other than Florida.**

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Florida group insurance plans covering insureds located in Florida. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETFLRDR

**Eligibility – Effective Date  
Dependent Insurance**

**Newborn Children**

Coverage for newborn children of an insured employee or the employee's covered family member begins from the moment of birth.

Coverage for a newborn child of a covered family member terminates when the child is 18 months old.

If notice of birth is given to the company within 30 days there is no premium charge for the initial 30 day period. If timely notice is not given, the insurer may charge additional premium from the time of birth.

If notice is given within 60 days of the birth of the child, the insurer may not deny coverage for a child due to the failure of the insured to timely notify the insurer of the birth of the child.

This policy covers newborn children for the necessary dental care or dental treatment of congenital defects or birth abnormalities of the teeth or gums.

HC-ELG16

04-10

VI-ET

**Termination of Insurance**

**Special Continuation of Dental Insurance For Dependents of Military Reservists**

If your insurance ceases because you are called to active military duty in: the Florida National Guard; or the United States military reserves, you may elect to continue Dependent insurance. You must pay the required premiums to the Policyholder if you choose to continue Dependent insurance. In no event will coverage be continued beyond the earliest of the following dates:

- the expiration of 30 days from the date the Employee's military service ends;
- the last day for which the required contribution for Dependent insurance has been made;
- the date the Dependent becomes eligible for insurance under another group policy. Coverage under the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) is excluded from this provision;
- the date the Dependent becomes eligible for Medicare;
- the date the group policy cancels;
- the date the Dependent ceases to be an eligible Dependent.

**Reinstatement of Dental Insurance Employees and Dependents**

Upon completion of your active military duty in: the Florida National Guard; or the United States military reserves, you are entitled to the reinstatement of your insurance and that of your Dependents if continuation of Dependent insurance was not elected. Such reinstatement will be without the application of: any new waiting periods; or the Pre-existing Condition Limitation to any new condition that you or your Dependent may have developed during the period that coverage was interrupted due to active military duty.

**Provisions Applicable to Reinstatement**

- You must notify your Employer, before reporting for military duty, that you intend to return to Active Service with that Employer; and

- You must notify your Employer that you elect such reinstatement within 30 days after returning to Active Service with that Employer and pay any required premium.

HC-TRM29

04-10  
V1-ET

## Dental Benefits Extension

An expense incurred in connection with a Dental Service that is completed after a person's benefits cease, for any reason other than the person's failure to pay premiums, will be deemed to be incurred while he is insured if:

- the course of treatment was recommended in writing by the physician and began while the person was insured for dental benefits;
- the Dental Service is other than a routine examination, prophylaxis, x-ray, sealants or orthodontic services;
- for Orthodontic Services, the treatment commenced while the person was insured and the expenses are incurred within 60 days after his insurance ceases;
- and the Dental Service is performed within 90 days after his insurance ceases.

The terms of this Dental Benefits Extension will not apply to a person who becomes insured under another group policy for similar dental benefits.

HC-BEX23

04-11  
V1-ET

## Definitions

### Dependent

A child includes a legally adopted child, including that child from the date of placement in the home or from birth provided that a written agreement to adopt such child has been entered into prior to the birth of such child. Coverage for a legally adopted child will include the necessary care and treatment of an Injury or a Sickness existing prior to the date of placement or adoption. Coverage is not required if the adopted child is ultimately not placed in your home.

A child includes a child born to an insured Dependent child of yours until such child is 18 months old.

HC-DFS218

04-10  
V2-ET

## CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

### CERTIFICATE RIDER – Illinois Residents

Rider Eligibility: Each Employee who is located in Illinois

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Illinois group insurance plans covering insureds located in Illinois. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETILRDR

## Definitions

### Dependent

Dependents include:

- your lawful spouse, including your civil union partner (The Religious Freedom Protection Act and Civil Union Act, 750 ILCS 75, allows both same-sex and different-sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married heterosexual couples).

HC-DFS799

07-15  
V1-ET



**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Kansas Residents**

Rider Eligibility: Each Employee who is located in Kansas

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Kansas group insurance plans covering insureds located in Kansas. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETKSRDR

**Definitions**

**Dependent**

The term child means a child born to you or a child legally adopted by you. For a newly born adopted child, coverage begins from the moment of birth if a petition of adoption is filed within 31 days of the newborn's birth; otherwise, coverage for an adopted child begins from the date the petition for adoption was filed.

HC-DFS319

04-10  
VI-ET

**CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

**CERTIFICATE RIDER – Maryland Residents**

Rider Eligibility: Each Employee who is located in Maryland

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Maryland group insurance plans covering insureds located in Maryland. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMDRDR

**Important Notices**

**Qualified Medical Child Support Order (QMCSO)**

**Eligibility for Coverage Under a QMCSO**

If a Qualified Medical Child Support Order (QMCSO) is issued for your child, that child will be eligible for coverage as required by the order and you will not be considered a Late Entrant for Dependent Insurance.

You, your child's noninsuring parent, a state child support enforcement agency or the Maryland Department of Health and Mental Hygiene must notify your Employer and elect coverage for that child. If you yourself are not already enrolled, you must elect coverage for both yourself and your child. We will enroll both you and your child within 20 business days of our receipt of the QMCSO from your Employer.

Eligibility for coverage will not be denied on the grounds that the child: was born out of wedlock; is not claimed as a dependent on the Employee's federal income tax return; or does not reside with the Employee or within the plan's service area; or is receiving benefits or is eligible to receive benefits under the Maryland Medical Assistance Program.



### **Qualified Medical Child Support Order Defined**

A Qualified Medical Child Support Order is a judgment, decree or order (including approval of a settlement agreement) or administrative notice, which is issued pursuant to a state domestic relations law (including a community property law), or to an administrative process, which provides for child support or provides for health benefit coverage to such child and relates to benefits under the group health plan, and satisfies all of the following:

- the order recognizes or creates a child’s right to receive group health benefits for which a participant or beneficiary is eligible;
- the order specifies your name and last known address, and the child’s name and last known address, except that the name and address of an official of a state or political subdivision may be substituted for the child’s mailing address;
- the order provides a description of the coverage to be provided, or the manner in which the type of coverage is to be determined;
- the order states the period to which it applies; and
- if the order is a National Medical Support Notice completed in accordance with the Child Support Performance and Incentive Act of 1998, such Notice meets the requirements above.

The QMCSO may not require the health insurance policy to provide coverage for any type or form of benefit or option not otherwise provided under the policy, except that an order may require a plan to comply with state laws regarding health care coverage.

#### **Claims**

Claims will be accepted from the noninsuring parent, from the child’s health care provider or from the state child support enforcement agency. Payment will be directed to whomever submits the claim.

#### **Payment of Benefits**

Any payment of benefits in reimbursement for Covered Expenses paid by the child, or the child’s custodial parent or legal guardian, shall be made to the child, the child’s custodial parent or legal guardian, or a state official whose name and address have been substituted for the name and address of the child.

#### **Termination of Coverage Under a QMCSO**

Coverage required by a QMCSO will continue until we receive written evidence that: the order is no longer in effect; the child is or will be enrolled under a comparable health plan which takes effect not later than the effective date of disenrollment; dependent coverage has been eliminated for all Employees; or you are no longer employed by the Employer,

except that if you elect to exercise the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), coverage will be provided for the child consistent with the Employer’s plan for postemployment health insurance coverage for Dependents.

HC-IMP163

07-14  
VI-ET

### **Covered Dental Expense**

Covered Dental Expense means that portion of a Dentist’s charge that is payable for a service delivered to a covered person provided:

- the service is started and completed while coverage is in effect, except for services described in the “Benefits Extension” section.

HC-DEN13

04-10  
VI-ET

### **Termination of Insurance**

#### **Employees**

##### **Injury or Sickness**

If your Active Service ends due to an Injury or Sickness, your insurance will be continued while you remain totally and continuously disabled as a result of the Injury or Sickness. Coverage will be continued until the earlier of: the date you cease to be totally disabled or 12 months after the date coverage terminates.

HC-TRM34

04-10  
VI-ET

### **Dental Benefits Extension**

Benefits for Covered Expenses incurred in connection with a Dental Service, except orthodontia, will be extended for 90 days after the date a person’s coverage terminates. Covered Expenses will be deemed to be incurred while he or she is insured if the treatment:

- begins before the date coverage terminates; and
- requires two or more visits on separate days to a Dentist’s office.



If the plan covers orthodontia, benefits will be extended until the later of 60 days after the date coverage terminates or the end of the quarter in progress.

HC-BEX26

04-10  
V1-ET

## **CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

### **CERTIFICATE RIDER – Minnesota Residents**

Rider Eligibility: Each Employee who is located in Minnesota

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Minnesota group insurance plans covering insureds located in Minnesota. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMNRDR

## **Termination Of Insurance**

### **Employees and Dependents**

#### **Special Continuation of Dental Insurance**

If your Dental Insurance would otherwise cease because of a reduction in the number of hours you work or your termination of employment for any reason other than gross misconduct, you may continue the insurance by paying the required premium to the Employer. The insurance may be continued until the earliest of:

- 18 months from the date your Active Service ends;
- the last day for which you have paid the required premium;
- the date you become eligible for insurance under another group policy for dental benefits, including Medicare, unless you have a pre-existing condition for which the new policy limits coverage, in which case coverage under this Plan will

continue until the pre-existing condition limitation has been satisfied, unless coverage under this Plan otherwise ends in accordance with this section;

- the date the policy cancels.

The Employer will notify you of your right to elect such continuation.

You must elect to continue insurance within 60 days of the later of:

- the date notice of the right to continue insurance is received; or
- the date the insurance would otherwise cease.

If your insurance is being continued, as outlined above, the insurance for any of your Dependents insured on the date your insurance would otherwise cease may be continued, subject to the above provisions. The insurance will continue until the earlier of:

- the date your insurance ceases; or
- with respect to any one Dependent, the date that Dependent no longer qualifies as a Dependent.

When this Special Provision ceases, the provisions of the "Dental Conversion Privilege" section will apply for your Dependents.

#### **For Dependents of Deceased Employee**

If you die while insured for your Dependents, the insurance for your Dependents will be continued in accordance with the "Dependent Dental Insurance After Your Death" provision.

However, if the Dependents elect to continue the insurance beyond the last day of the "Dependent Dental Insurance After Your Death" provision, they must notify the Employer within 90 days of your death and pay the required premium. Such continued insurance will cease on the earliest date below:

- the date coverage ends due to the Dependents' failure to make payment of the required premium;
- the date the insurance for your Dependents would have ceased if you had not died;
- the date the Dependent ceases to qualify as a Dependent, except as provided in the "Continuation for Dependent Children" provision;
- the date the Dependent becomes insured under another group health plan, including Medicare, except as provided in the "Continuation for Dependent Children" provision;
- the date the policy cancels.

#### **Dependent Insurance After Divorce or Legal Separation**

The Dental Expense Insurance for:

- your insured spouse; and
- any insured child who would cease to qualify as your Dependent as a result of your divorce or legal separation;

- may be continued, with premium payment, if you are required by decree to provide continued Dental Expense Insurance for them. However, the insurance on those Dependents will cease on the earliest date below:
  - the date coverage ends due to your failure to make payment of the required premium;
  - the date your insurance ceases;
  - the date your Dependent ceases to qualify as a Dependent, other than due to the spouse's remarriage;
  - the date Dependent Insurance is canceled.

To have Dependent Dental Insurance continued, you must notify the Employer of the decree and pay any required contribution to the Employer within 30 days after the Dependent Dental Insurance would otherwise cease.

If you die, any other terms which continue Dependent Dental Insurance after your death will apply.

The Continuation for Dependent Children provision and Dental Conversion Privilege will be available when this Dependent Dental Insurance ceases.

#### **Reinstatement of Insurance**

If your coverage ceases because of active duty in: the armed forces of the United States, or the National Guard, the insurance for you and your Dependents will be reinstated after your deactivation, provided that:

- you apply for such reinstatement within 90 days after deactivation; and
- you are otherwise eligible.

Such reinstatement will be without the application of a new waiting period.

HC-TRM86

04-10  
VI-ET

## **CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)**

### **CERTIFICATE RIDER – Missouri Residents**

Rider Eligibility: Each Employee who is located in Missouri

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Missouri group insurance plans covering insureds located in Missouri. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETMORDR

## **Eligibility - Effective Date**

### **Dependent Insurance**

#### **Exception for Newborns**

Any Dependent child born while you are insured will become insured from the moment of his birth. You must notify Cigna of the birth of the newly born child and pay any premium, if required, within 31 days after the date of birth in order to have the coverage continue beyond such 31-day period. If an application or other form of enrollment is required by your Employer in order to continue coverage beyond the 31-day period after the date of birth, and you have notified Cigna of the birth, either orally or in writing, Cigna will, upon notification, provide you with all forms and instructions necessary to enroll the newly born child and will allow you an additional 10 days from the date the forms and instructions are provided in which to enroll the newly born child. If you do not notify Cigna of the birth of the newly born child and pay any premium, if required, within such 31 days, coverage for that child will end on the 31st day, and no benefits for expenses incurred beyond the 31st day will be payable.

HC-ELG134

07-14  
VI-ET

## Termination of Insurance

### Employees and Dependents

#### Special Continuation of Dental Insurance

##### For Dependents of Deceased Employee

If you die while insured, your Dependents who are insured at the time of your death may continue their insurance by paying the required contribution to the Policyholder. Continuation shall begin only after the continuation required by federal law has expired, provided your spouse is at least 55 years of age at such time. Such coverage shall not continue beyond the earliest of the following dates:

- your spouse's 65th birthday;
- the last day of the period for which the required contribution has been paid;
- the date that your spouse becomes insured under any other group health plan, including Medicare;
- with respect to any one Dependent: the date that Dependent becomes eligible for similar group coverage or the date that Dependent ceases to qualify as a Dependent for any reason other than lack of primary support by you; or
- the date this policy cancels.

##### For Spouse Upon Legal Separation or Divorce From Employee

If your spouse's insurance would otherwise terminate because of legal separation, divorce or annulment of marriage, your spouse may continue their insurance, and the insurance of any eligible Dependent children, by paying the required contribution to the Policyholder. Continuation shall begin only after the Continuation Required by Federal Law has expired, provided your spouse is at least 55 years of age at such time. Such coverage shall not continue beyond the earliest of the following dates:

- your spouse's 65th birthday;
- the last day of the period for which the required contribution has been paid;
- the date that your spouse becomes insured under any other group health plan, including Medicare;
- with respect to any one Dependent: the date that Dependent becomes eligible for similar group coverage or the date that Dependent ceases to qualify as a Dependent for any reason other than lack of primary support by you; or
- the date this policy cancels.

HC-TRM14

04-10  
VI-ET

## Definitions

### Dependent

The term child means a child born to you or a child legally adopted by you (including that child from the date of placement in your home, unless the child is removed from placement prior to legal adoption).

HC-DFS157

04-10  
VI-ET

## CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

### CERTIFICATE RIDER – North Carolina Residents

Rider Eligibility: Each Employee who is located in North Carolina

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of North Carolina group insurance plans covering insureds located in North Carolina. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETNCRDR

## Eligibility - Effective Date

### Dependent Insurance – Foster Children, Adoptive Children, Court Ordered Coverage

- Newborns, foster children and adoptive children are automatically covered for the first 30 days after birth or placement in the home. Waiting periods do not apply to these categories of Dependents.
- If additional premium is required you must submit an enrollment form within 30 days of acquiring the new Dependent child.



- If no additional premium is required, the child will be covered even if not formally enrolled in the plan. However, for ease of administration, you are encouraged to enroll the new Dependent child when coverage begins.
- A Dependent child for whom you are required by a court or administrative order to provide coverage may be enrolled at any time. The child may not be disenrolled while you remain a subscriber unless the order is no longer valid or the child is enrolled in another plan with comparable coverage.

HC-ELG23

04-10  
VI-ET

## Payment of Benefits

### Recovery of Overpayment

When an overpayment has been made by Cigna, Cigna will have the right within 2 years after the date of the original claim payment: to recover that overpayment from the person to whom or on whose behalf it was made; or offset the amount of that overpayment from a future claim payment.

HC-POB28

04-10  
VI-ET

## Definitions

### Dependent

The term child means a child born to you or a child legally adopted by you, or a foster child including that child from the first day of placement in your home regardless of whether the adoption has become final.

HC-DFS256

04-10  
VI-ET

## CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Cigna company (hereinafter called Cigna)

### CERTIFICATE RIDER – Utah Residents

Rider Eligibility: Each Employee who is located in Utah

You will become insured on the date you become eligible, including if you are not in Active Service on that date due to your health status.

This rider forms a part of the certificate issued to you by Cigna.

The provisions set forth in this rider comply with the legal requirements of Utah group insurance plans covering insureds located in Utah. These provisions supersede any provisions in your certificate to the contrary unless the provisions in your certificate result in greater benefits.

HC-ETUTDRD

### NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

### PEOPLE ENTITLED TO COVERAGE

You must be a Utah resident.

You must have insurance coverage under an individual or group policy.

### POLICIES COVERED

ULHIGA provides coverage for certain life, health and annuity insurance policies.

### EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.

- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's guaranty association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefits plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of ULHIGA, including health plans, fraternal benefits societies, state pooling plans and mutual assessment companies.

#### LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 - whichever is lower. Other caps also apply:

\$200,000 in net cash surrender values.

\$500,000 in life insurance death benefits (including cash surrender values).

\$500,000 in health insurance benefits.

\$200,000 in annuity benefits - if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.

\$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).

Interest rates on some policies may be adjusted downward.

#### DISCLAIMER

**PLEASE READ CAREFULLY:**

**COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF**

**COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.**

**COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.**

**THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMER CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL MANAGED AND FINANCIALLY STABLE. INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.**

**THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW:**

Utah Life and Health Insurance Guaranty Association, 955 E. Pioneer Rd., Draper, Utah 84020.

Utah Insurance Department, State Office Building, Room 3110, Salt Lake City, Utah 84114.

HC-IMP72

04-10

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## Definitions

### Dependent

The term child means a child born to you, a child who is entitled to dependent coverage by a court or administrative order, or a child legally adopted by you, including that child from the date of placement for adoption. Coverage for an adopted child will begin from:

- the moment of birth, if adoption occurs within 30 days of the child's birth; or
- the date of placement, if placement for adoption occurs 30 days or more after the child's birth.

This coverage requirement ends if the child is removed from placement prior to the child being legally adopted.

"Placement For Adoption" means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child.

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