



# Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43215

## CERTIFICATE OF COVERAGE GROUP HOSPITAL ONLY INDEMNITY

### SCHEDULE OF BENEFITS

<b>Policyholder:</b>	Nationwide Mutual Insurance Company
<b>Policy Effective Date:</b>	January 1, 2025
<b>Policy Number:</b>	BE0004
<b>Policyholder Address:</b>	One Nationwide Plaza Columbus, Ohio 43215
<b>First Policy Anniversary:</b>	January 1, 2026
<b>Subsequent Policy Anniversaries:</b>	Each January 1
<b>Plan Year</b>	Policy Year
<b>State or Other Jurisdiction of Issue:</b>	Ohio
<b>Eligible Classes:</b>	All Full-Time Actively at Work Associates

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.**

**Maximum benefit amount:**

Covered Services

Covered Benefit Amount

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital**  
not to exceed a combined maximum of 30 days\* per Plan Year

- |    |   |  |
|----|---|--|
| a. | Confinement as an Inpatient in a Hospital semi-private room//private room or Confinement due to observation.<br><i>(Amendment GHOI OH L24 001 0123)</i> | \$300 per day                              |
| b. | Confinement as an Inpatient in a Hospital intensive care or Hospital critical care unit   | 2 times the per day Covered Benefit Amount |
- \*If the Inpatient Confinement maximum shown above has already been met, We will still pay for up to two days of Confinement following Childbirth (up to four days following a cesarean delivery) for both the mother and Newborn Child.

<b>Indemnity benefit per Covered Person for each day of Maternity and Newborn Follow-Up Care</b> , not to exceed a maximum of three (3) days per Plan Year	\$10 per day
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Eligibility Waiting Period: None

## INSURING AGREEMENT

The Nationwide Life Insurance Company has issued a Policy covering certain Eligible Classes of the Policyholder.

The Benefits of the Policy are described in this Certificate and Your Schedule of Benefits.

Final interpretation is governed by the Policy. You may review the Policy at the Policyholder's address during normal business hours. This Certificate replaces any and all Certificates previously issued for the Eligible Classes under the Policy. This Certificate describes the Policy in detail.

### NOTICE CONCERNING YOUR CERTIFICATE

The Benefits and provisions of the Policy are described in this Certificate.

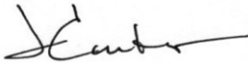
Please read Your Certificate carefully. Keep it in a safe place.

**IMPORTANT NOTICE:** This plan does not cover any Injury which arises out of or in the course of a Covered Person's employment

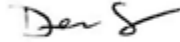
**IMPORTANT NOTICE:** Benefits are payable only for listed Covered Services that were both started and completed while the patient is insured under the Policy.

The Policy under which the Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person who Claims rights or Benefits under the Policy.

Signed for Nationwide Life Insurance Company



President



Secretary

**IMPORTANT NOTICE:** The Coverage provided under this Certificate of Coverage is Hospital Only Indemnity coverage, and it does NOT pay for expenses incurred for a sickness or illness. This plan is NOT major medical or catastrophic coverage, and it is NOT designed to replace or provide major medical or catastrophic insurance.

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## GENERAL DEFINITIONS

**Accident or Accidental or Accidental Injury or Injury:** A specific unforeseen event, that is:

1. sudden, unexpected, and unintended, over which a Covered Person has no control and which happens while the Covered Person is covered under the Policy;
2. which directly, and from no other cause, results in an Injury; and
3. is independent from sickness, disease, bodily infirmity, or Illness.

**Active Work/Actively at Work:** As defined by the Policyholder. (*Amendment GHOI OH L24 001 0123*)

**Benefit:** The dollar amount payable by Us to a Covered Person under the Policy.

**Calendar Year:** For the first year is the period of time that begins on the Effective Date and ends on December 31. For subsequent years, it is the period of time that begins on January 1 and ends December 31. The Effective Date is shown in Your Schedule of Benefits.

**Certificate:** This document that provides a description of the Coverage available under the Policy.

**Child or Children:** See definition of Eligible Dependent.

**Childbirth:** Birth of a Child by routine vaginal delivery or cesarean section. This does not include Complications of Pregnancy.

**Claim:** A request for payment of covered Benefits.

**Claimant:** A person who has filed a Claim for Benefits under the Policy, as an Insured Person or as the dependent of an Insured Person.

**Company:** Nationwide Life Insurance Company. Also hereinafter referred to as We, Us and Our.

**Complications of Pregnancy:** Diseases or conditions requiring Confinement, the diagnoses of which are distinct from pregnancy and not associated with normal pregnancy or Childbirth, but are adversely affected or caused by pregnancy, such as: acute nephritis; nephrosis; cardiac decompensation; ectopic pregnancy which is terminated: a spontaneous termination of pregnancy when a viable birth is not possible: puerperal infection; eclampsia; hyperemesis gravidarum and pre-eclampsia requiring Confinement; toxemia; missed abortion; or disease of the vascular, hemopoietic, nervous or endocrine systems. The term Complications of Pregnancy does not include: false labor; occasional spotting; doctor prescribed rest during the period of pregnancy; morning sickness; multiple gestation pregnancy; elective abortion; or conditions of comparable severity associated with management of a difficult pregnancy.

**Condition:** means disease, illness, ailment, Injury of a Covered Person.

**Confined/Confinement:** an uninterrupted stay following Your or Your Covered Dependent's Inpatient admission to a Hospital for Medically Necessary services, supplies or treatment. Confined/Confinement also includes observation, which is a review or assessment of a minimum of 24 continuous hours, of a person's Condition that does not result in admission to a Hospital. (*Amendment GHOI OH L24 001 0123*)

**Cosmetic Surgery:** means surgery performed solely for the purpose of improving one's personal or physical appearance or for psychological reasons rather than for restoration or improvement of physiological function of the area of the body involved.

**Coverage:** The right of the Covered Person to receive Benefits subject to the terms, conditions, limitations and exclusions of the Policy.

**Covered Dependent:** Your Eligible Dependent who is insured under the Policy.

**Covered Person:** You and Your Eligible Dependents whom provided You have enrolled for insurance and paid any Premium due under the Policy.

**Domestic Partner:** For the purposes of this contract a Domestic Partner is an individual in a relationship with You that satisfies the following criteria:

1. For at least 6 consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, are and have been each other's sole Domestic Partner and have maintained the same principal place of residence; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. You and Your Domestic Partner are not legally married to anyone else.

**Effective Date:** The date on which insurance Coverage begins under the Policy.

**Eligible Class:** A group of people who are eligible for Coverage under the Policy. See the Schedule of Benefits for a list of Eligible Classes. Each person of the Eligible Class will qualify for insurance on the date he or she completes the required Eligibility Waiting Period, if any.

**Eligible Dependent:** Includes:

1. Your Spouse or Domestic Partner (if not legally separated or divorced from You);
2. Your unwed Child from the moment of birth, until the Child attains age 26; and

Eligible Dependent Children include natural children, stepchildren, adopted children, grandchildren, children Placed for Adoption, children appointed to Your custody by a court order, or foster children who are dependent upon You for support. Adopted children include a Child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child.

The end of the month in which the court ordered custody or legal obligation terminates, the Child is no longer considered an Eligible Dependent.

The term Eligible Dependent does not include any person who:

1. is in full-time active duty in the armed forces of any country or international authority; or
2. lives outside of the United States is an Insured Person under the Policy.

**Eligible Person:** A person who is a residence of the United States and belongs to an Eligible Class as described in the Schedule of Benefits.

**Eligibility Waiting Period:** The continuous length of time a Covered Person must serve in an Eligible Class to reach his or her eligibility date and begin his or her Coverage and his or her Eligible Dependent Coverage. The Eligibility Waiting Period is shown in the Schedule of Benefits.

**Enrollment Form:** The document completed by You in electing Coverage under the Policyholder's Policy.

**Experimental, Investigational or Unproven** means that the service or supply has not been demonstrated in scientifically valid clinical trials and research studies to be safe and effective for a particular indication.

**Family Member:** A person who is related to the Covered Person in any of the following ways: Spouse or Domestic Partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or Child (includes legally adopted, step or foster child). A Family Member includes an individual who normally lives in the Covered Person's household.

**Follow-Up Care:** Care that is performed under the supervision or recommendation of a Provider, or, an advanced practice registered nurse recognized by the laws of the governing jurisdiction and received following discharge from the Hospital after delivery. Such care includes physical assessment of the mother and Newborn Child, parent education, assistance and training in breast or bottle feeding, assessment of the home support system, performance of any Medically Necessary and appropriate clinical tests, and any other services that are consistent with the follow-up care recommended in the protocols and guidelines developed by national organizations that represent pediatric, obstetric, and nursing professionals that is received in a medical setting or through home health care visits if the health care professional who conducts the visit is knowledgeable and experienced in maternity and Newborn care.

**Group:** A Policyholder or entity who has entered into a contract with Us to provide Coverage under the Policy.

**Hospital:** An institution that:

1. Operates pursuant to law; and
2. Has 24 hour nursing services by registered nurses; and
3. Has a staff of one or more Doctors; and
4. Provides inpatient therapeutic and diagnostic services for Injury or Illness; and

5. Provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities; and
6. Is approved by the Joint Commission on the Accreditation of Health Care Facilities as a Hospital (JCAHO); or
7. Is approved by the American Hospital Association (AHA); or
8. Is approved by the American Osteopathic Healthcare Association (AOHA); or
9. Is approved by the American Osteopathic Association accreditation (AOA); or
10. Is approved by the Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation.

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A skilled nursing facility; an extended care facility; or
3. A hospice or a place for custodial care, birthing center.

**Inpatient:** Confinement in a Hospital for a period of 24 hours or greater and for which a room and board charge is made.

**Insured Person:** A person who is an Eligible Person, who has qualified for insurance by completing the Eligibility Waiting Period, and for whom insurance under the Policy has become effective.

**Medically Necessary/Medical Necessity** means a service that meets all of the following:

1. required to meet the health care needs of the Covered Person; and
2. consistent (in scope, duration, intensity and frequency of treatment) with current scientifically based guidelines of national medical or research organizations or governmental agencies; and
3. consistent with the diagnosis of the Condition; and
4. required for reasons other than the comfort or convenience of the Covered Person or Provider; and
5. of demonstrated medical value and medical effectiveness.

**Newborn:** A Child will be considered a Newborn until 60 days after birth.

**Participating Company:** The Policyholder and any of the Policyholder's affiliates or subsidiaries, as well as other companies that have elected by resolution of their respective Board of Directors to adopt and participate in the Policy. *(Amendment GHOI OH L24 001 0123)*

**Placement for Adoption; Placed for Adoption:** A Child is placed in Your physical custody for the purpose of adoption.

**Plan Year:** The period of time shown in the Schedule of Benefits as Calendar Year or Policy Year.

**Policy:** The agreement between Us and the Policyholder which states the terms, conditions, limitations, and the exclusions regarding Coverage.

**Policy Anniversary:** The month and day as shown on the Schedule of Benefits as the Policy Anniversary.

**Policy Year:** For the first year is the period of time that begins on the Effective Date and ends on the day before the next following Policy Anniversary. For subsequent years, it is the period of time that begins on the first and each subsequent Policy Anniversary and ends on the day before the next Policy Anniversary. The Policy Year is shown in Your Schedule of Benefits.

**Policyholder:** The organization or employer named in the Schedule of Benefits who has contracted with us to provide benefits to You.

**Preexisting Condition:** A Condition for which medical advice, diagnosis, care or treatment was recommended or received within the 6 consecutive months prior to a Covered Person's Effective Date of coverage under the Policy.

**Premium:** The periodic fee required to maintain Coverage for each Eligible Person and Dependent in accordance with the terms of the Policy.

**Provider:** Any physician or health professional who is duly licensed by the appropriate state regulatory agency and is practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured Person, a Family Member or employed or retained by the Policyholder.

**Reservist:** A member of a reserve component of the Armed Forces of the United States. Reservist also includes a member of the Army National Guard and the Air National Guard.

**Sickness:** An illness, disease or condition that impairs a Covered Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident. The term Sickness includes pregnancy, Childbirth, Complications of Pregnancy, and routine nursery or well-baby care for a Newborn Child.

**Sign or Signed:** The use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

**Spouse:** Your legally married Spouse who is an Eligible Dependent. For the purposes of this contract, the term also includes Domestic Partner who is an Eligible Dependent.

**We, Us, Our, and Insurer:** Means Nationwide Life Insurance Company.

**Written or Writing:** A record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your:** Refers to an Insured Person.

Other capitalized terms are defined elsewhere under the Certificate.

## **COVERED PERSONS PREMIUMS**

### **When are Your Premiums due?**

The first Premium for each Covered Person is due on the date he or she becomes covered under this Policy. Each Premium after the initial Premium is due at the end of the period for which his or her preceding Premium was paid. See the Schedule of Benefits for the Frequency of Premium payment.

### **What happens if You are late with a Premium payment?**

A Grace Period of 31 days from the Premium due date is allowed for each Covered Person for payment of each Premium due after the initial Premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, You will be liable to us for payment of any Premium accruing during the period we continued his or her Coverage under this provision.

The Grace Period will not continue Coverage beyond a date as described in the **"When will Your Coverage end?"** provision.



## WHEN COVERAGE BEGINS AND ENDS

### Who is eligible?

*Eligible Person:* An individual is eligible for Coverage if he or she is in an Eligible Class as described in the Schedule of Benefits defined by the Policyholder and if he or she satisfies any Eligibility Waiting Period as described in the Schedule of Benefits defined by the Policyholder.

*Eligible Dependent:* Your Eligible Dependents are also eligible for Coverage, provided that You are insured under the Policy and that Dependent Coverage is provided under the Policy.

*Dual Eligibility Status:* If both an Eligible Person and his or her Spouse or Domestic Partner are in an Eligible Class of the Policyholder, each may enroll individually or as a Dependent of the other, but not as both. Any Eligible Dependent Child may also only be enrolled by one parent/guardian. If the Spouse or Domestic Partner carrying dependent Coverage ceases to be eligible, please notify Us immediately. Dependent Coverage then becomes effective under the other Spouse or Domestic Partner's Coverage.

### When do You enroll?

Enrollment is when an Eligible Person completes an Enrollment Form giving the information We require. As the Eligible Person, if You are required to pay all or part of the Premium for Coverage, You must acknowledge Your permission to the Policyholder to withhold such Premium from Your pay or agree to make the required contributions and pay the first premium at time of enrollment. The enrollment for Coverage may be Written or electronic on an Enrollment Form furnished or approved by Us.

*Eligible Person:* An Eligible Person who has met all eligibility requirements of the Policyholder prior to the Policy Effective Date may request enrollment during the initial Enrollment Period that precedes or corresponds with the Policy Effective Date. After the Policy Effective Date, an Eligible Person must request enrollment no later than 30 days after the date of hire. An Eligible Person who does not enroll as indicated above may not enroll until the next Enrollment Period unless there is a Change in Family Status, as described below. *Eligible Dependent:* If the Policy provides for Dependent Coverage, an Eligible Person may request enrollment of his or her Dependents at the time he or she requests enrollment for himself per the above. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Dependent Coverage. After the Policy Effective Date, if You acquire a new Dependent, as an Insured Person, You may request enrollment per the *Change in Family Status* provision below. If Eligible Dependents are not enrolled at this time, the Dependent may not enroll until the next Enrollment Period unless there is a *Change in Family Status*, as described below. Proof of the Dependent relationship may be required by Us.

*Change in Family Status:* Eligible Persons may enroll or change their Coverage outside of an Enrollment Period if a change in family status occurs, provided an Enrollment Form is received within 60 days of the event. A change in family status means any of the following:

1. Marriage or lawful Domestic Partnership;
2. Divorce or legal separation; ,
3. Birth, adoption, or Placement for Adoption of a Child; ,
4. Death of a Spouse or Domestic Partner or Child;
5. A court or administrative order requiring the Eligible Person to provide Coverage for his or her Child;
6. Other changes as permitted by the Policyholder and Us.

*Newborn and Adopted Children/Children Placed for Adoption:* Your Newborn or adopted child will be covered for the first 60 days following their birth, adoption, or Placement for Adoption. To continue Coverage beyond that 60-day period, You must notify Us in writing of the Child's date of birth, adoption, or Placement for Adoption to enroll the Child at any time during the 60-day period. Any required Premium must be paid when due from the date of birth, adoption, or Placement for Adoption. Otherwise, Coverage for that Child will terminate as soon as the 60-day period expires.

*Enrollment Period:* The Policyholder may provide for an Enrollment Period during the Plan Year. Eligible Persons may enroll themselves and their Eligible Dependents during an Enrollment Period, as if they were a newly Eligible Person.

### When will Your Coverage begin?

If the Policyholder requires You to contribute toward the cost of all or part of the insurance, such insurance will not become effective for You before You agree to make the required contributions and the first premium is paid.

Subject to Your enrollment and payment of any Contributory portion of the premium due, insurance is effective at 12:01 AM at the main office of the Policyholder on:

1. The Policy Effective Date; or
2. The date an Eligible Person enrolls, if an Eligible Person enrolls for Coverage after the Policy Effective Date;

3. the beginning of the next Policy Year following the date an Eligible Person enrolls and pays the Premium due for the entire amount requested if an Eligible Person enrolls for Coverage during the Enrollment Period. (*Amendment GHOI OH L24 001 0123*)

Notwithstanding the above, if You are not Actively at Work on the date Your insurance Coverage would begin, Your insurance will begin on the date You come back to Active Work.

#### **When will Coverage begin for Your Dependents?**

Subject to the enrollment procedure described above and payment of the Premium due, Your Dependents will become insured on the same date and at the same time as You. If You acquire additional Dependents after Your Effective Date of Coverage and have Dependent Coverage, and provided You enroll Your Eligible Dependents as indicated above, the Effective Date of the newly acquired Dependents will be the date We accept the new enrollment, subject to timely payment of any Premium due.

If You acquire additional Dependents after Your Effective Date of Coverage and do not have Dependent Coverage, and provided You enroll Your newly Eligible Dependents as indicated above, the Effective Date will be:

1. for Your Spouse or Domestic Partner, the first of the month following the event causing eligibility;
  2. for all other Eligible Dependents, the first of the month following the date You enroll such Dependent;
- subject to payment of any Premium due. If Your Dependent is enrolled as a result of a court or administrative order, Coverage for such child shall take effect on the date of enrollment, if We are notified in accordance with our enrollment guidelines once the required Premium, if any, has been paid.

The Policyholder may require employees to contribute toward the cost of all or part of their Dependent insurance. If so, the only Eligible Dependent who may become insured before You agree to those contributions is Your Newborn Child. The form for this agreement may be obtained from the Policyholder.

#### **When will Benefits and/or rates change?**

*Change in Eligible Class* : The amount or cost of Your Benefit and/or Benefits for Your Covered Dependents may change if You become insured under a different Eligible Class.

If the change would increase the amount of insurance, the increase takes effect on the first day of the Policy month in which You are Actively at Work following the latest of the date:

1. the change is effective; or
2. the Policyholder tells Us in Writing about a change in Class ; or
3. the Premium is paid based on the change.

If the change would *decrease* Your amount of insurance, the decrease takes effect the first day of the Policy month in which You are Actively at Work following the date of the change.

#### **When will Your Coverage end?**

All of Your insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date Your employment terminates.
2. The date the Policy terminates;
3. The date] Your employer ceases to be an affiliated employer with the Policyholder;
4. The date You cease to be an Eligible Person;
5. The date specified by Us in Written notice to You that Your Coverage ends due to fraud or misrepresentation;
6. The last day of the period for which premium was paid, if a premium is not paid when duesubject to the Grace Period provision;
7. The date the Policy is changed to end the insurance for Your Eligible Class;
8. The date You retire unless Your insurance is continued in a retired Eligible Classas defined by the Policyholderas shown in the Schedule of Benefits;
9. The last day of the Calendar Year following the date of Your 70th birthday;
10. The date of Your death.

(*Amendment GHOI OH L24 001 0123*)

#### **When will Coverage end for Your Dependent?**

Your Dependent's insurance under the Policy will terminate at 12:01 AM at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. The date You cease to be insured under the Policy;
3. The last day of the month in which You cease to be in an Eligible Class for Dependent Coverage;

4. The last day of the period for which premium was paid, if a premium is not paid when due subject to the Grace Period provision;
5. The date the Policy is changed to end the insurance for Your Eligible Class;
6. The date that the Dependent enters full-time active duty in the armed forces of any country or international authority;
7. For Your Dependent Spouse the last day of the Calendar Year following his/her 70th birthday;
8. The date You retire;
9. The date of Your death.

*(Amendment GHOI OH L24 001 0123)*

*Handicapped Dependent Children:* Insurance will continue for a handicapped Child who has attained the limiting age shown in the definition of Eligible Dependent, if such Child is mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting age. Proof of incapacity must be furnished to Us within 31 days of attainment of the limiting age. Failure to provide such proof within 31 days of Our request will result in the termination of the Dependent child's Coverage under the Policy.

Coverage will continue as long as the Dependent continues to be so incapacitated and Dependent, unless otherwise terminated in accordance with the terms of the Policy.

*Notice Required When Your Coverage Terminates:* We must be informed within 31 days of the date Your Coverage terminates for any reason. Failure to provide timely notice will not continue Your insurance past the time it would have otherwise ended as provided above. In the event Premiums have been paid to Us on Your behalf after Your Coverage should have terminated, We will refund the Premium for the period for which Premiums were paid in error up to a maximum of 3 Policy months or to the last Policy Anniversary, whichever is less. If We are not notified that Your Coverage is terminated and We pay any Benefits for Your Covered Services incurred after the date Your Coverage terminated, the full amount of those Benefits will be considered an overpayment which must be repaid to Us or You will be responsible for payment of all Premiums due through the Policy month in which Benefits were paid.

**What happens if You return to Active Work or eligible status?**

*After release from active duty:* If Your insurance or Your Eligible Dependent's insurance ends due to Your being called or ordered to full-time active duty in the armed forces of any country or international authority, such insurance will be reinstated when You return to Active Work.

## COVERAGE PROVISIONS

### When Will We Cover a Preexisting Condition?

The Group Policy excludes Coverage for Preexisting Conditions until the Covered Person completes a Pre-existing Conditions exclusion time period. The Preexisting Conditions exclusion time period begins on the Covered Person's Effective Date and runs for 12 consecutive months. Benefits will not be paid for Confinements due to or resulting from a Preexisting Condition during this time period.

### How are Inpatient Confinement Benefits determined?

We will pay:

1. The daily amount of benefits shown in the Schedule of Benefits for Inpatient Confinement or observation of an Insured Person while Coverage under this Policy is in force on that person; and
2. until the maximum number of days per Plan Year shown in the Schedule of Benefits has been met.

**Maternity Benefit:** Inpatient Confinement Benefits for Childbirth will be treated as any other covered Sickness. If the Inpatient Confinement maximums shown in the Schedule of Benefits have already been met, We will still pay for up to two days of Confinement following delivery (up to four days following a cesarean delivery) for both the mother and Newborn Child. One day equals 24 hours.

Any decision to shorten the length of Inpatient Confinement to less than two or four days, as applicable, must be made by the Provider attending the mother or Newborn Child, except that if a nurse-midwife is attending the mother in collaboration with a Provider, the decision may be made by the nurse-midwife. Decisions regarding early discharge must be made only after conferring with the mother or a person responsible for the mother or Newborn Child. For purposes of this provision, a person responsible for the mother or Newborn Child may include a parent, guardian, or any other person with authority to make medical decisions for the mother or Newborn Child.

In addition, a benefit will be paid under the Maternity and Newborn Follow-Up Care Benefit for the days in which Follow-up Care is performed.

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

- treatment in the Emergency Department;
- treatment on an Outpatient Basis; and
- any Confinement of less than 24 continuous hours.

*(Amendment GHOI OH L24 001 0123)*

### What Benefits are provided for Maternity and Newborn Follow-Up Care?

After a Covered Person's discharge from a Confinement for Childbirth for which Benefits are payable under the Inpatient Confinement Benefit, We will pay:

1. The daily amount of benefits shown in the Schedule of Benefits for Follow-Up Care of a Covered Person while Coverage under this Policy is in force on that person; and
2. Until the maximum number of days per Plan Year shown in the Schedule of Benefits has been met.

When the mother or Newborn Child is discharged from the Hospital after an Inpatient Confinement of less than 48 hours for a vaginal delivery or 96 hours for a cesarean delivery, this Benefit will be paid for each day *any* Follow-Up Care is received within 72 hours following discharge. When discharge occurs after an Inpatient Confinement of 48 hours or more for a vaginal delivery or 96 hours or more for a cesarean delivery, this Benefit will be paid for each day of Follow-Up Care *that is determined to be Medically Necessary* by the Provider responsible for discharging the mother or Newborn Child.

## PORTABILITY OF INSURANCE

### May You continue insurance after termination of eligibility?

Portability of insurance is the continuation of the Policy's Coverage after termination of Your employment or eligibility under Your Eligible Class while the Policy is in force. The premium for the Portable coverage will be determined by the Policy type, Your risk classification, and Our published rates in effect. You must pay the Premium for the Portable coverage directly to Us. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

### Who may become insured?

The Eligible Class or Eligible Classes of persons who may be insured under this provision are all of those who satisfy all of the following conditions.

1. You were insured by Us for at least 12 months.
2. Your insurance provided by the other terms of the Policy terminated due to termination of Your employment or termination of Your Eligible Class of Coverage prior to termination date of the Policy.
3. You are under 65 years of age.
4. You have not attained Your Retirement Date.
5. Your Covered Dependents will also be allowed to apply for Portable coverage so long as You elect Portable coverage and the Dependent(s) insured under the Policy are under 65 years of age, and are otherwise eligible under the Eligible Dependent Definition.

### How and when insurance will continue?

You must elect by Written application to continue coverage under this provision within the 31 day period immediately following the date on which Your insurance terminated.

If Your premium and application are received by Us within this period, Portable coverage will take effect on the day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by Us. It must be received by Us at Our Administrative Office within the 31 day time period.

### How much insurance is Portable Coverage?

The amount of insurance and Benefits applicable to You and Your Covered Dependents will be the same Benefits that You and Your Covered Dependents had under the Policy on the date that insurance under the Policy terminated. The amount of insurance and Benefits are shown on the Certificate that We will issue to You.

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial Written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if You or Your Dependent were not insured for the same amount and type of coverage at the time Your employment or eligibility under the Policy would otherwise have terminated and You became eligible for Portable coverage.

### Will there be Premium rate changes for Portable Coverage?

We may change premium rates for Portable coverage at any time for reasons which affect Our risk assumed, including but not limited to the following:

1. Changes occur in the coverage levels.
2. Changes occur in the overall use of Benefits by all Covered Persons.
3. Changes occur in other risk factors.
4. A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to Our underwriting risk assessments. We will notify You in Writing at least 31 days before a premium rate is changed.

### When do Portable Coverage and Portable Coverage Eligibility end?

Any Portable coverage in effect, and all eligibility for new Portable coverage ends at 12:01 AM on the earliest date shown below:

1. On the last day of the period for which premiums have been paid in accordance with the Grace Period;
2. On the day before You enter full-time active duty in the armed forces of any country or international authority;
3. On the date on which You request, in Writing, to have the insurance terminated;
4. On the date You attain Your Retirement Date;
5. On Your 70<sup>th</sup> birthday;
6. On the date of the termination of the Policy.
7. On the date of Your death.

Any Dependent's Portable coverage in effect, and all eligibility for new Dependent Portable coverage ends on the earliest date shown below:

1. On the last day of the period for which premiums have been paid in accordance with the grace period;
2. On the day before the Dependent enters full-time active duty in the armed forces of any country or international authority;
3. On the date on which You request in Writing to have the insurance on Your Dependents terminated;
4. On the date on which the Dependents insurance under the Policy is no longer in force;
5. When the Dependent ceases to be an Eligible Dependent as defined under the Policy;
6. On termination of Your insurance under the Policy; or
7. For Your Dependent Spouse the date of His/Her 70th birthday;
8. On the date of Your death.

*(Amendment GHOI OH L24 001 0123)*

You or Your legal representative must notify Us in Writing within 31 days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated.

If You elect Portable coverage and You again become an Eligible Person of the Policyholder, Your Portable coverage will end when You become eligible under the Policyholder's Policy.

*Definitions for Portability provision:*

**Grace Period:** With respect to payment of each premium, the 31 days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Policy termination provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.

**Retirement Date:** The date You begin receiving retirement benefits which You are eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer.

**Portable Coverage:** The insurance coverage provided, if applicable, by the Portability of Insurance provision.

## CLAIM PROVISIONS

### Submitting Claims and Receiving Reimbursement

*How to submit a claim:* Written notice of claim must be given to Us within 20 days after the date of loss or as soon thereafter as is reasonably possible. Failure to provide notice within the required time period will not reduce or invalidate the claim if it was not reasonably possible to give such notice and the notice was given as soon as reasonably possible. Upon receipt by Us of the request for claims forms, We will send Claim forms to the Claimant or You. If such forms are not sent to You or the Claimant within 15 days, You or the Claimant will meet the proof of loss requirements below if We are given Written proof of the nature and extent of the loss including the treatment performed.

*When to submit a claim:* proof of loss must be provided within 90 days from the date of loss. We will not deny or reduce any Claim filed after 90 days from the date of loss if:

1. it was not reasonably possible to file the Claim within that 90 day period.
2. the Claim is filed as soon as it is reasonably possible.

In any event, proof of loss must be given to Us within 1 years after it is due, unless You are legally incapable of doing so.

*What if additional information is required?* If the proof of loss provided does not contain all necessary information or is not on an appropriate Claim Form, forms for filing proof of loss will be sent to the Claimant along with a request for the missing information.

*When will the Claim be paid or denied?* After receiving Written proof of loss and Premium payment, We will pay or deny all Benefits. We will pay or deny all Claims or any portion of any Claims immediately or within 21 days, or as required by Your state, after receipt of the Claim. If a Claim or a portion of a Claim is contested by Us, You shall be notified in writing, that the Claim is contested or denied, within 21 days after receipt of the Claim by Us. The notice that a Claim is contested shall identify the contested portion of the Claim and the reasons for contesting the Claim. If We need additional time, We will send a Written notice to You every 90 days until the claim has been settled, unless the delay is caused by factors outside Our control. Upon receipt of the additional information requested from You, We shall pay or deny the contested Claim or portion of the contested Claim, within 21 days. We will, upon request, provide to You an estimate of the amount We will pay for a particular medical Service.

All payments made to or by Us will be made in United States dollars.

## COMPLAINT AND APPEAL PROCEDURES

### **What if You have questions about Claim payments?**

If you have any questions about a specific Claim payment, or denial, You should contact Us in writing or by telephone within 30 days of receiving payment or Written statement denying Your claim.

### **What if You don't agree with a Claim denial?**

If We send You a Written statement denying Your Claim in whole or in part, You may submit a Written appeal to Us that outlines Your concerns and Your efforts to resolve the matter. The appeal must be filed within 90 days of the receipt of denial. A Written decision with respect to the appeal shall be sent to You within 60 days after its receipt, unless special circumstances exist which require additional time, in which case a Written decision with respect to the appeal will be sent to You as soon as possible.

*Please send to:*

Nationwide Employee Benefits Claims  
P.O. Box 1910  
Covington, LA 70434

If You are not satisfied by the appeal response or for any reason, You may write to the State Department of Insurance. Describe the circumstances and Your complaint.

Ohio Department of Insurance  
Consumer Services Division  
50 West Town Street, Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)-644-2673, toll free 1-800-686-1526  
<http://insurance.ohio.gov>



## EXCLUSIONS

Not every Confinement is covered under the Group Policy. The following are excluded:

1. Confinements which are not Medically Necessary (as defined) for treatment of Illness or Injury;
2. Confinements for reversal procedures in connection with previous male or female sterilization;
3. Confinements for treatment of male or female infertility; in vitro and in vivo fertilization of an ovum; or artificial insemination including but not limited to:
  - Drugs and medicines;
  - Diagnostic and surgical procedures including but not limited to:
    - Aspiration of ovarian cysts;
    - Harvesting or obtaining eggs;
    - Other surgical treatment of infertility;
    - Diagnostic laboratory and pathology procedures; and
    - Diagnostic radiology, nuclear medicine and ultra sound procedures;
4. Confinements for Cosmetic Surgery or dental care done to beautify a person without medical or dental indication of Injury or Illness.;
5. Medical treatment which is Experimental, Investigational or Unproven;
6. Confinements for treatment in connection with obesity, weight reduction, or dietetic control, except for morbid obesity or disease etiology.;
7. Confinements for a Condition which arises due to Your employment;
8. Confinements for which a Covered Person is not legally required to pay;
9. Days of a Confinement which occur prior to the Effective Date or after the termination date of Coverage;
10. Confinements due to You committing or attempting to commit a felony; while taking part in any illegal occupation or activity or while taking part in an insurrection or riot;
11. Confinements as a result of any act of war, declared or undeclared;
12. Confinements for the treatment of mental illness, substance or alcohol abuse;
13. Confinements that are a result of an Injury or Sickness due to You being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Provider;
14. Confinements in a skilled nursing facility, rehabilitation facility or any other facility that is not a Hospital as defined in this Certificate of Coverage;
15. Confinements due to or related to self inflicted injuries or a suicide or attempted suicide (while sane or insane) during the first two years of coverage;
16. Confinements for psychological treatment of permanent dysfunctions of the brain;
17. Confinements for transplants not resulting directly or indirectly of an Injury;
18. Confinements for treatment of military service-related Conditions;
19. Confinements in a facility or Hospital outside the United States

## GENERAL PROVISIONS

### Assignment

You may assign the Benefits of the Policy to the Provider rendering medical service. You may not assign the Policy in any other way or to any other person. We must be notified in Writing of the assignment. The assignment will not be effective until we receive the Written notice. We assume no responsibility for the validity of any assignment.

### Changes to Policy

The Policy may be amended at any time by Written agreement between the Policyholder and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature or a reproduction of the signature of Our President, a Vice President, or Secretary.

### Statements in the Application

We will not use misrepresentations made by You in a Written application to contest 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 Your lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

1. non-payment of Premium; or
2. any other provision of the Policy; or
3. any other defense that is allowed by law.

If You apply to add additional Covered Persons, the contestable period with respect to newly added Covered Persons is for two years from such Covered Person's effective date. If You apply for increased Benefits under the Policy, We will not use misrepresentations made by You in a Written application for such increase to contest the validity of the increased insurance with respect to which such statement was made, after such increase has been in force prior to the contest for a period of two years from the effective date of the increase.

### Errors

You must be properly insured under the Policy. An error or omission by the Policyholder or by Us will not cause You to become Insured. An error or omission by the Policyholder or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by You, or Your representative or beneficiary, or the Policyholder.

### Legal Actions

No legal action may be brought against Us to recover Policy Benefits until at least 60 days after the required Written notice of loss is submitted to Us. No such action may be brought more than 3 years after the time Written proof of loss is required by the Policy to be given.

### Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your Claim or contest the validity of Your insurance unless:

1. Your insurance would not have been approved except for Your misrepresentation; *and*
2. Your misrepresentation is contained in a Written instrument Signed by You; *and*
3. We give You or Your representative a copy of the Written instrument that contains Your misrepresentation.

### Misstatement of Age or Fact

If a Covered Person's age or any other fact was misstated, We will use the correct facts to determine whether he or she is insured and if so, for what amount and duration. We will adjust Premium rates to the Covered Person's correct age. We may make this change back to the date Coverage became effective based on the misstated information.

### Notice to Policyholder

Written notice given by Us to an authorized representative of the Policyholder shall be deemed notice to all affected Covered Persons in the administration of the Policy, including termination of the Policy and termination of individual Coverage under the Policy.

### Workers' Compensation Not Affected

The Policy does not replace or change any requirement for coverage under workers' compensation insurance.



Underwritten by:

**NATIONWIDE LIFE INSURANCE COMPANY**  
Home Office: Columbus, Ohio

# Nationwide Life Insurance Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43215

Governing Jurisdiction: The Policy is delivered in and governed by the laws of the state of Ohio.

If You do not reside in the Governing Jurisdiction state, Your Certificate is hereby amended as stated below to comply with the laws of Your state of residence. Only those references in this amendment to benefits, provisions or terms actually included in Your Certificate will apply to You.

This addendum is attached to and made part of the Certificate that forms part of the Policy. All other provisions of Your Certificate remain unchanged.

## **Notice for residents of Arizona**

*The following changes affect Your Certificate of Coverage (per GHOI AZ L25 000 0117):*

**This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read this certificate carefully.**

## **Notice for residents of Arkansas**

*The following changes affect Your Certificate of Coverage (per GHOI AR L25 000 1114):*

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital** not to exceed a combined maximum of 31 days per Plan Year.

Notice Concerning Your Certificate- the following Notices are added:

If You have questions or concerns, You can contact Us at:

Nationwide Employee Benefits Claims  
P.O. Box 1910  
Covington, LA 70434  
(877) 717-4455

If You need additional information, You can contact the Arkansas Insurance Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202-2083  
(800) 852-5494  
(501) 371-2640  
Insurance.consumers@arkansas.gov

Covered Persons Premiums- The following section is modified as follows:

### **When are Your Premiums due?**

The first Premium for each Covered Person is due on the date he or she becomes covered under this Policy. Each Premium after the initial Premium is due at the end of the period for which his or her preceding Premium was paid. See the Schedule of Benefits for the Frequency of Premium payment. We will refund any premiums paid on a pro-rata basis if the Covered Person becomes an active member of the military.

When Coverage Begins and Ends- The following section is modified as follows:

### **When do You enroll?**

*Newborn and Adopted Children/Children Placed for Adoption:* Your newborn or adopted child will be covered for the first 90 days following their birth, or 60 days following their adoption or Placement for Adoption, or the next premium due date whichever is later. To continue Coverage beyond that period, You must enroll the Child at any time during the period. Any required Premium must be paid when due from the date of birth, adoption, or Placement for Adoption. Otherwise, Coverage for that Child will terminate after 90 days or the next premium due date whichever is later.

### **When will Coverage end for Your Dependent?**

*Handicapped Dependent Children:* Insurance will continue for a handicapped Child who has attained the limiting age shown in the definition of Eligible Dependent, if such Child is unwed and mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting age. Proof of incapacity must be furnished to Us as soon as reasonably possible of attainment

of the limiting age. Failure to provide such proof of Our request will result in the termination of the Dependent child's Coverage under the Policy.

General Provisions- The following section is modified as follows:

**Statements in the Application:** The following statement is added:

In the absence of fraud, all statements made by applicants or the Policyholder or by a Covered Person shall be deemed representations and not warranties and no statement made for the purpose of effecting insurance shall void the insurance or reduce benefits unless contained in a written instrument signed by the Policyholder or the Covered Person, a copy of which has been furnished to the Policyholder or to the Covered Person or his or her beneficiary.

**Notice for residents of Florida**

*The following changes affect Your Certificate of Coverage (per GHOI FL L25 000 1114):*

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

**Notice for residents of Idaho**

*The following changes affect Your Certificate of Coverage (per GHOI ID L25 000 0923):*

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital** not to exceed a combined maximum of 31 days per Plan Year.

The following Notices are added to the first page:

**NOTICE TO BUYER: THIS IS A HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE. THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**10 Day Right to Examine Certificate:** There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to the Policyholder, its agent or to Us within 10 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 10-day period will be deducted from the refund.

**THE POLICY IS RENEWABLE AT THE OPTION OF THE POLICYHOLDER SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.**

General Definitions- The following Definitions are modified or added as follows:

**Congenital Anomaly** means a condition existing at or from birth that is a significant deviation from the common form or function of the body, whether caused by a hereditary or developmental defect or disease. The term significant deviation is defined to be a deviation which impairs the function of the body and includes but is not limited to the conditions of cleft lip, cleft palate, webbed fingers or toes, sixth toes or fingers, or defects of metabolism and other conditions that are medically diagnosed to be congenital anomalies.

**Emergency Department:** a medical facility that provides unscheduled Outpatient health care services to individuals whose condition requires immediate care.

**Sickness:** An illness, disease or condition, including the pregnancy, childbirth and related medical conditions of an Insured Person, that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident.

When Coverage Begins and Ends- The following section is modified as follows:

**When will Coverage end for Your Dependent?**

*Notice Required When Your Coverage Terminates:* We must be informed within 31 days of the date Your Coverage terminates for any reason. Failure to provide timely notice will not continue Your insurance past the time it would have otherwise ended as provided above. In the event Premiums have been paid to Us on Your behalf after Your Coverage should have terminated, We will refund the Premium for the period for which Premiums were paid in error up to a maximum of 3 Policy months or to the last Policy Anniversary, whichever is less. Any unearned premium will be refunded to the Policyholder.

Complaint and Appeal Procedures- The following addresses replace the existing address:

Idaho Department of Insurance  
Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise ID 83720-0043  
1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

Exclusions- Replaced in its entirety with the following:

Not every Confinement is covered under the Group Policy. The following are excluded:

1. Confinements which are not Medically Necessary (as defined) for treatment of Illness or Injury;
2. Confinements for Cosmetic Surgery or dental care done to beautify a person without medical or dental indication of Injury or Illness except that "cosmetic surgery" shall not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child;
3. Confinements for which a Covered Person is not legally required to pay;
4. Days of a Confinement which occur prior to the Effective Date or after the termination date of Coverage;
5. Confinements due to Your participation to commit a felony, insurrection, or riot;
6. Confinements as a result of any act of war, declared or undeclared;
7. Confinements in a skilled nursing facility, rehabilitation facility or any other facility that is not a Hospital as defined in this Certificate of Coverage;
8. Confinements due to or related to self-inflicted injuries or a suicide or attempted suicide (while sane or insane);
9. Confinements for treatment of military service-related Conditions;
10. Confinements in a facility or Hospital outside the United States

**Congenital Anomalies of Eligible Dependent Children are not excluded.**

General Provisions- the following section is added:

**Physical Examination and Autopsy**

We have the right and opportunity to examine You when and so often as it may reasonably require during the pendency of claim under the Policy and also the right and opportunity to make an autopsy in case of death where it is not prohibited by law.

**Notice for residents of Kansas**

*The following changes affect Your Certificate of Coverage (per GHOI KS L25 000 1114):*

General Provisions- The following section is modified as follows:

**Errors**

You must be properly insured under the Policy. An error or omission by the Policyholder or by Us will not cause You to become Insured. An error or omission by the Policyholder or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by You, or Your representative or beneficiary, or the Policyholder. We have the responsibility to make additional payments if any underpayments are made to You.

**Notice for residents of Louisiana**

*The following changes affect Your Certificate of Coverage (per GHOI LA L25 000 1114):*

General Definitions- The following Definitions are modified or added as follows:

**Hospital:** This definition is replaced with the following:

An institution that

1. Operates pursuant to law; and
2. Has 24-hour nursing services by registered nurses; and
3. Has a staff of one or more Doctors; and
4. Provides inpatient therapeutic and diagnostic services for Injury or Illness; and
5. Provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities.

When Coverage Begins and Ends- This section is modified as follows:

**When will Your Coverage end?** The following was added:

Termination will not prejudice any claim that may be payable if the claim occurred while the Certificate was in force.

**When will Coverage end for Your Dependents?** The following was added:

Termination will not prejudice any claim that may be payable if the claim occurred while the Certificate was in force.

*Handicapped Dependent Children-* The following was added to this provision:

Proof of incapacity may be required not more frequently than annually after the 2-year period following the child's attainment of the limiting age.

*Notice Required When Your Coverage Terminates:* The following was added to this provision:

If You are called to active military duty, You will be able to reinstate Your Coverage upon Your return.

**Portability of Insurance- This provision is not applicable.**

Claims Provisions- This section is modified as follows:

The following provision is added: All payments will be made to You or Your beneficiary.

Complaint and Appeal Procedures- This section is modified as follows:

**What if You don't agree with a Claim denial?**

If We send You a written statement denying Your Claim in whole or in part, You may submit a written appeal to Us that outlines Your concerns and Your efforts to resolve the matter. The appeal must be filed within 60 days of the receipt of denial. A written decision with respect to the appeal shall be sent to You within 30 days after its receipt, unless special circumstances exist which require additional time, in which case a written decision with respect to the appeal will be sent to You as soon as possible.

Exclusions- The following modifications have been made:

The exclusion for Confinements for treatment of male or female infertility does not apply.

The exclusion for Confinement resulting from being under the influence has been revised to the following:

Confinements that are a result of an Injury or Sickness due to You being under the influence of narcotics unless administered by or taken according to the advice of a Provider;

The exclusion for Confinements in a nursing or rehabilitation facility does not apply.

**Notice for residents of Missouri**

*The following changes affect Your Certificate of Coverage (per GHOI MO L25 000 1114):*

General Definitions- The following Definitions are modified or added as follows:

**Hospital:** An institution that:

1. Operates pursuant to law; and
2. Has 24-hour nursing services by registered nurses; and
3. Has a staff of one or more Doctors; and
4. Provides inpatient therapeutic and diagnostic services for Injury or Illness.

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A skilled nursing facility; an extended care facility; or
3. A hospice or a place for custodial care.

**Preexisting Condition:** A Condition for which medical advice or treatment was recommended or received within the 6 consecutive months prior to a Covered Person's Effective Date of coverage under the Policy.

When Coverage Begins and Ends- This section is modified as follows:

*Notice Required When Your Coverage Terminates:* The following was added to this provision:

If You are called to active military duty, We will refund upon request pro rata unearned premium for any period during which You are not covered.

General Provisions- This section is modified as follows:

**Statements in the Application** is removed in its entirety and replaced with the following:

The validity of the policy will not be contested, except for nonpayment of premiums, after it has been in force for two years from its date of issue, and no statement made by any person covered under the policy relating to insurability will 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 the person making such statement; except that, no such provision shall preclude the assertion at any time of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy.

If You apply to add additional Covered Persons, the contestable period with respect to newly added Covered Persons is for two years from such Covered Person's effective date. If You apply for increased Benefits under the Policy, We will not use misrepresentations made by You in a written application for such increase to contest the validity of the increased insurance with respect to which such statement was made, after such increase has been in force prior to the contest for a period of two years from the effective date of the increase.

**Physical Examination and Autopsy** Provision is added as follows:

We have the right and opportunity to examine You when and so often as it may reasonably require during the pendency of claim under the Policy and also the right and opportunity to make an autopsy in case of death where it is not prohibited by law.

**Notice for residents of Montana**

*The following changes affect Your Certificate of Coverage (per GHOI MT L25 000 0923:*

The following Notice is added to the first page:

**NOTICE TO BUYER: THIS IS A HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE. THIS CERTIFICATE PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

The following notice is added to the second page:

**10 Day Right to Examine Certificate:** There is a 10 day right to review this Certificate. If You decide not to keep it, it may be returned to the Policyholder, its agent or to Us within 10 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 10-day period will be deducted from the refund.

General Definitions- The following Definitions are modified or added as follows:

**Emergency Department:** a medical facility that provides unscheduled Outpatient health care services to individuals whose condition requires immediate care.

**Provider:** Any physician or health professional who is duly licensed by the appropriate State Regulatory Agency and is practicing within the scope of his or her license for the service or treatment given including licensed Hospital staff, physician assistants, advanced practice registered nurses, and registered nurse first assistants. He or she may not be the Insured Person, a Family Member or employed or retained by the Policyholder.

When Coverage Begins and Ends- This section is modified as follows:

**When will Your Coverage End?**

Coverage will be terminated on the first day of the calendar month following any month in which the number of hours worked falls below the minimum required hours as elected by the Policyholder.

*Leave of Absence:* Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If Coverage is continued in accordance with the *Leave of Absence* provision above, such continued Coverage will cease immediately if any one or more of the following events occurs:

1. The leave terminates prior to the agreed upon date;
2. The Policy terminates or Your employer ceases to be an Affiliated employer of the Policyholder;
3. You or the Policyholder fail to pay premium when due; or
4. The Policy no longer insures Your Eligible Class.

Claim Provisions- This section is modified as follows:



## **Submitting Claims and Receiving Reimbursement**

*How to submit a claim:* Written notice of claim must be given to Us within 6 months after the date of loss or as soon thereafter as is reasonably possible. Failure to provide notice within the required time period will not reduce or invalidate the claim if it was not reasonably possible to give such notice and the notice was given as soon as reasonably possible. Upon receipt by Us of the request for claims forms, We will send Claim forms to the Claimant or You. If such forms are not sent to You or the Claimant within 15 days, You or the Claimant will meet the proof of loss requirements below if We are given written proof of the nature and extent of the loss including the treatment performed.

*When will the Claim be paid or denied?* After receiving written proof of loss and Premium payment, We will pay or deny all Benefits. We will pay or deny all Claims or any portion of any Claims within 30 days, or as required by Your state, after receipt of the Claim. If a Claim or a portion of a Claim is contested by Us, You shall be notified in writing that the Claim is contested or denied, within 30 days after receipt of the Claim by Us. The notice that a Claim is contested shall identify the contested portion of the Claim and the reasons for contesting the Claim. Upon receipt of the additional information requested from You, We shall pay or deny the contested Claim or portion of the contested Claim, within 60 days. If We fail to pay a Claim for which We are liable within these timeframes, We will pay an amount equal to the amount of the Claim due plus 10% annual interest calculated from the date on which the Claim was due. For purposes of calculating the amount of interest, a Claim is considered due 30 days after Our receipt of the Proof of Loss or 60 days after receipt of the Proof of Loss if We made a reasonable request for information or documents. Interest payments will be made to the person who receives the claims payment. Interest is payable if the amount of interest due on a claim exceeds \$5.00. We will, upon request, provide to You an estimate of the amount We will pay for a particular medical Service.

The following Notices are added to the end of the Certificate:

### **Freedom of Choice in Selection of Practitioner**

You have full freedom of choice in the selection of any licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, acupuncturist, naturopathic physician, physical therapist, speech-language pathologist, audiologist, licensed addiction counselor, or advanced practice registered nurse for treatment of any illness or injury within the scope and limitations of the person's practice.

### **Telehealth**

Conditions diagnosed by means of Telehealth are payable under the Policy if it is otherwise covered by this Certificate. For the purpose of this Certificate, Telehealth means the use of audio, video, or other telecommunications technology or media, including audio-only communication, that is used by a health care provider or health care facility to deliver health care services; and delivered over a secure connection that complies with state and federal privacy laws.

### **Notice for residents of New Hampshire**

*The following changes affect Your Certificate of Coverage (per GHOI NH L25 000 1114):*

The following Notices are added to the first and second pages of the Certificate:

**30 Day Right to Examine Certificate:** There is a 30 day right to review this Certificate. If You decide not to keep it, it may be returned to the Policyholder, its agent or to Us within 30 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.

THIS IS A LIMITED BENEFIT POLICY – READ IT CAREFULLY

**IMPORTANT NOTICE: THIS CERTIFICATE DOES NOT PROVIDE COMPREHENSIVE HEALTH INSURANCE COVERAGE. IT IS NOT INTENDED TO SATISFY THE INDIVIDUAL MANDATE OF THE AFFORDABLE CARE ACT (ACA) OR PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE ACA (OFTEN REFERRED TO AS “MAJOR MEDICAL COVERAGE”). IT DOES NOT PROVIDE COVERAGE FOR HOSPITAL, MEDICAL, SURGICAL, OR MAJOR MEDICAL EXPENSES.**

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital** not to exceed a combined maximum of 31 days per Plan Year.

Definitions- the following Definitions are added or modified:

**Emergency Department:** a medical facility that provides unscheduled Outpatient health care services to individuals whose condition requires immediate care.

**Hospital:** An institution that is licensed as a hospital pursuant to law, is primarily engaged in providing or operating under the supervision of a staff of licensed physicians, medical, diagnostic, and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis, and provides 24 hour nursing service by or under the supervision of registered nurses.

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A skilled nursing facility; an extended care facility.

**Medically Necessary:** Definition is removed in its entirety.

**Outpatient:** health care services received while not admitted or Confined to a hospital.

Complaint and Appeal Procedures- The following sections have been modified or added as follows:

**What if You don't agree with a Claim denial?**

If We send You a written statement denying Your Claim in whole or in part, You may submit a written appeal to Us that outlines Your concerns and Your efforts to resolve the matter. The appeal must be filed within 180 days of the receipt of denial. A written decision with respect to the appeal shall be sent to You within 30 days after its receipt. The period of time within which a decision shall be rendered on appeal shall begin to run at the time the appeal is filed in accordance with Our appeal procedures, without regard to whether all the information necessary to make a determination on appeal is contained in the filing. In the event the claimant fails to submit information necessary to decide the appeal, the period for making the determination on appeal shall be tolled from the date the claimant is notified in writing of what additional information is required until the date the claimant responds to the request. We will provide notification of incompleteness as soon as possible; but in no event more than 24 hours after the filing of the appeal in appeals involving urgent care. In the event that the claimant fails, within a 45-day period from the date of notification, to provide sufficient information, we may deny the appeal on the basis of incompleteness. The appeal may be reopened upon receipt of the required information.

We will, of course, be available to You to discuss the position We have taken and answer Your questions. You may reach us by calling the customer service number located in this notice or the number on the back of Your member identification card, if You have one.

If You have been unable to resolve Your concern and are a resident of New Hampshire or have a New Hampshire issued policy, You may take this matter up with the New Hampshire Insurance Department. It maintains a service division to investigate complaints at 21 South Fruit Street, Suite 14, Concord, NH, 03301. The New Hampshire Insurance Department can be reached, toll-free, by dialing 1-800-852-3416.

Exclusions- this section is replaced with the following:

1. Confinements for Cosmetic Surgery, except that cosmetic surgery shall not include reconstructive surgery when the service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a Dependent Child that has resulted in a functional defect;
2. Confinements for dental care or treatment;
3. Confinements for a Condition which arises due to Your employment;
4. Confinements due to You participating in a felony or while taking part in an insurrection or riot;
5. Confinements as a result of any act of war, declared or undeclared;
6. Confinements for the treatment of mental illness, substance or alcohol abuse;
7. Confinements that are a result of the voluntary consumption of drugs that are not prescribed by the Insured's physician or are not used in the manner prescribed;
8. Confinements in a skilled nursing facility, rehabilitation facility or any other facility that is not a Hospital as defined in this Certificate of Coverage;
9. Confinements due to or related to self-inflicted injuries or a suicide or attempted suicide (while sane or insane);
10. Confinements in a facility or Hospital outside the United States or its territories

### **Notice for residents of Oklahoma**

*The following changes affect Your Certificate of Coverage (per GHOI OK L25 000 1114):*

The following Notice is added to the first page of the Certificate:

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Definitions- the following Definition has been modified as follows:

**Provider:** A practitioner who holds a valid license to practice medicine and surgery, osteopathic medicine, chiropractic, podiatric medicine, optometry or dentistry.

### **Notice for residents of Oregon**

*The following changes affect Your Certificate of Coverage (per GHOI OR L25 000 1114):*

The following Notices are added to the first page of the Certificate:

**NOTICE:** This Insurance Coverage is supplemental and is not intended to cover all medical expenses. You are purchasing a plan which is not an Oregon Health Benefit Plan that includes comprehensive coverage of health care expenses.

This coverage is renewable at the option of the company subject to the When will coverage end provision of this Certificate.

Definitions- the following Definitions are modified as follows:

**Hospital:** An institution that:

1. Operates pursuant to law; and
2. Has 24 hour nursing services by registered nurses; and
3. Has a staff of one or more Doctors; and
4. Provides inpatient therapeutic and diagnostic services for Injury or Illness; and
5. Provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities; and
6. Is approved by the Joint Commission on the Accreditation of Health Care Facilities as a Hospital (JCAHO);  
or
7. Is owned and operated by the State of Oregon.

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A skilled nursing facility; an extended care facility; or
3. A hospice or a place for custodial care, birthing center.

Exclusions- the following Exclusion is removed in its entirety-

13. Confinements that are a result of an Injury or Sickness due to You being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Provider.

### **Notice for residents of South Carolina**

*The following changes affect Your Certificate of Coverage (per GHOI SC L25 000 1114):*

Definitions- the following Definition is modified as follows:

**Sickness:** An illness, disease or condition, including the pregnancy, childbirth and related medical conditions of an Insured Person, that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident.

General Provisions- the following Provisions are added or modified as follows:

#### **Legal Actions**

No legal action may be brought against Us to recover Policy Benefits until at least 60 days after the required written notice of loss is submitted to Us. No such action may be brought more than 6 years after the time written proof of loss is required by the Policy to be given.

### **Physical Examination and Autopsy**

We have the right and opportunity to examine You when and so often as it may reasonably require during the pendency of claim under the Policy and also the right and opportunity to make an autopsy in case of death where it is not prohibited by law. The autopsy must be performed in South Carolina.

### **Notice for residents of Texas**

*The following changes affect Your Certificate of Coverage (per GHOI TX L25 000 1114):*

The following Notice is added:

**THIS CERTIFICATE IS NOT WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

Definitions- the following Definition is modified as follows:

**Eligible Dependent:** Includes:

1. Your Spouse or Civil Union Partner (if not legally separated or divorced from You);
2. Your unwed Child from the moment of birth, until the Child attains Age 26; and

Eligible Dependent Children include natural children, stepchildren, adopted children, grandchildren, children Placed for Adoption, children appointed to Your custody by a court order (including an order under Chapter 154, Family Code, or enforceable by a court in this state), or foster children. Adopted children include a Child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child, and if the insured is a party to a suit in which the insured seeks to adopt the child. A grandchild must be unmarried, younger than 25 years of age, and a dependent of the insured for federal income tax purposes at the time of application for coverage is made. A grandchild cannot be terminated solely because the grandchild is no longer a dependent of the insured for federal income tax purposes.

When Coverage Begins and Ends- the following section is modified as follows:

#### **When do You enroll?**

*Eligible Person:* An Eligible Person who has met all eligibility requirements of the Policyholder prior to the Policy Effective Date may request enrollment during the initial Enrollment Period that precedes or corresponds with the Policy Effective Date. After the Policy Effective Date, an Eligible Person must request enrollment no later than 60 days after the date of hire. After the Policy Effective Date, an Eligible Person may not enroll until the next Enrollment Period as designated by the Policyholder, unless there is a Change of Family Status, as described below. If you enroll for Coverage as a result of a Change in Family Status, You must request enrollment within the 60 day Period following the date of the event. An Eligible Person who does not enroll as indicated above may not enroll until the next Enrollment Period unless there is a Change in Family Status, as described below.

*Change in Family Status:* #'s 3 and 5 are modified to state:

3. Birth, adoption, or Placement for Adoption of a Child or being a party in a suit to adopt a child;
5. A court or administrative order requiring the Eligible Person to provide Coverage for his or her Child including an order under Chapter 154, Family Code);

**When will Your Coverage End?-** the following Provisions are added:

Coverage will be terminated on the first day of the calendar month following any month in which the number of hours worked falls below the minimum required hours as elected by the Policyholder.

*Leave of Absence:* Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If Coverage is continued in accordance with the *Leave of Absence* provision above, such continued Coverage will cease immediately if any one or more of the following events occurs:

5. The leave terminates prior to the agreed upon date;
6. The Policy terminates or Your employer ceases to be an Affiliated employer of the Policyholder ;
7. You or the Policyholder fail to pay premium when due; or
8. The Policy no longer insures Your Eligible Class.

Claim Provisions- the following section is added if Dependent coverage is included:

All benefits paid by this on behalf of an Eligible Dependent child covered by the Policy must be paid to the Texas Department of Human Services whenever: (1) the Texas Department of Human Services is paying benefits under the Human Resources Code, Chapter 31, or Chapter 32, i.e. financial and medical assistance service programs

administered pursuant to the Human Resources Code; and (2) the parent who is covered by the Policy has possession or access to the child pursuant to a court order, or is not entitled to access or possession of the child and is required by the court to pay child support. We must receive at Our Home Office or Our authorized administrator written notice affixed to the insurance claim when the claim is first submitted, stating that all benefits paid must be paid directly to the Texas Department of Human Services.

Benefits will not be reduced or denied because such benefits are covered by the Medical Assistance Act of 1967, as amended. Benefits will be paid to the Texas Department of Human Resources for the actual cost of medical expenses it pays through medical assistance for a person insured by the Policy, if the person would otherwise be entitled to payment of benefits for such medical expenses. Benefits so paid, in no event, will exceed benefits otherwise payable under the Policy. Any benefits payable for expenses not paid by such Department will be paid as provided in the Policy.

For a minor child who otherwise qualifies as an Eligible Dependent of the employee, benefits may be paid on behalf of the child to a person who is not the employee if an order issued by a court of competent jurisdiction in this or any other state names such person the possessory or managing conservator of the child.

To be entitled to receive benefits, a possessory or managing conservator of a child must submit to Us with the claim form, written notice that such person is the possessory or managing conservator of the child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as the possessory or managing conservator. This will not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured where the employee had paid any portion of a medical bill that would be covered under the terms of the Policy.

General Provisions- The following Provision are amended or added as follows:

#### **Legal Actions**

No legal action may be brought against Us to recover Policy Benefits until at least 61 days after the required written notice of loss is submitted to Us. No such action may be brought more than 3 years after the time written proof of loss is required by the Policy to be given.

#### **Physical Examination and Autopsy**

We have the right and opportunity to examine You when and so often as it may reasonably require during the pendency of claim under the Policy and also the right and opportunity to make an autopsy in case of death where it is not prohibited by law.

#### **Notice for residents of Utah**

*The following changes affect Your Certificate of Coverage (per GHOI UT L25 000 1114):*

The following Notice is added to the first page of the Certificate-

**Notice to Buyer: This is a hospital confinement indemnity Certificate. This Certificate provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.**

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital** not to exceed a combined maximum of 31 days per Plan Year.

Definitions- the following Definition is modified as follows:

**Hospital:** An institution that is duly licensed and operating within the scope of such license.

When Coverage Begins and Ends- the following section is modified as follows:

**When will Your Coverage End?-** the following Provisions are added:

Coverage will be terminated on the first day of the calendar month following any month in which the number of hours worked falls below the minimum required hours as elected by the Policyholder.

*Leave of Absence:* Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If Coverage is continued in accordance with the *Leave of Absence* provision above, such continued Coverage will cease immediately if any one or more of the following events occurs:

1. The leave terminates prior to the agreed upon date;

2. The Policy terminates or Your employer ceases to be an Affiliated employer of the Policyholder ;
3. You or the Policyholder fail to pay premium when due; or
4. The Policy no longer insures Your Eligible Class.

Claim Provisions- the following section is modified as follows:

**Submitting Claims and Receiving Reimbursement**

*How to submit a claim-* the following sentence is added:

Failure to give notice or file proof of loss as required does not bar recovery under the policy if the insurer fails to show it was prejudiced by failure.

Exclusions- the following Exclusions have been modified or deleted:

Exclusion #10 now states- Confinements due to You voluntarily committing or attempting to commit a felony; while voluntarily taking part in any illegal occupation or activity or while voluntarily taking part in an insurrection or riot; Exclusion #16 is deleted in its entirety.

**Notice for residents of Vermont**

*The following changes affect Your Certificate of Coverage (per GHOI VT L25 000 1114):*

The following Notices are added to the front page of the Certificate:

THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CONTRACT. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

IN THE EVENT OF A CONFLICT BETWEEN THE LAWS OF THE STATE WHERE THE POLICY IS ISSUED AND THE LAWS OF VERMONT, THE LAWS OF VERMONT WILL CONTROL.

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital**

not to exceed a combined maximum of 31 days per Plan Year.

Definitions- the following Definitions are modified as follows:

**Accident or Accidental or Accidental Injury or Injury:** A specific event, that is: over which a Covered Person has no control and which happens while the Covered Person is covered under the Policy;

1. results in an Injury; and
2. is independent from sickness, disease, bodily infirmity, or Illness.

**Actively at Work:** You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working a minimum of 30 hours per week as defined by the Policyholder on a Full-Time basis and at least a minimum of 17.5 hours per week as defined by the Policyholder on a Part-Time basis and must be paid regular earnings.

**Eligible Dependent:** Includes:

1. Your Spouse or Civil Union Partner (if not legally separated or divorced from You);
2. Your Child from the moment of birth, until the Child attains Age 26; and

Eligible Dependent Children include natural children, stepchildren, adopted children, grandchildren, children Placed for Adoption, children appointed to Your custody by a court order, or foster children. Adopted children include a Child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a Child in anticipation of the adoption of the Child.

The end of the month in which the court ordered custody or legal obligation terminates, the Child is no longer considered an Eligible Dependent.

The term Eligible Dependent does not include any person who:

1. is in full-time active duty in the armed forces of any country or international authority; or
2. lives outside of the United States; or
3. is an Insured Person under the Policy.

**Hospital:** An institution that:

1. Operates pursuant to law; and
2. Has 24-hour nursing services by registered nurses; and
3. Has a staff of one or more Doctors; and
4. Provides inpatient therapeutic and diagnostic services for Injury or Illness; and
5. Provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities; and
6. Is approved by the Joint Commission on the Accreditation of Health Care Facilities as a Hospital (JCAHO).

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A skilled nursing facility; an extended care facility; or
3. A hospice or a place for custodial care.

When Coverage begins and ends- the following sections are modified as follows:

When will Your Coverage end?- The following provision is added:

Termination will not prejudice any claim that may be payable if the claim occurred while the Certificate was in force.

When will Coverage end for Your Dependent?- The following provision is added:

Termination will not prejudice any claim that may be payable if the claim occurred while the Certificate was in force.

**Portability- not applicable in Vermont.**

Exclusions- Exclusions are removed in their entirety and replaced with the following applicable Exclusions:

1. Confinements for Cosmetic Surgery or dental care done to beautify a person without medical or dental indication of Injury or Illness.;
2. Confinements due to You committing or attempting to commit a felony; or while taking part in an insurrection or riot;
3. Confinements as a result of any act of war, declared or undeclared;
4. Confinements due to or related to self-inflicted injuries or a suicide or attempted suicide while sane;
5. Confinements in a facility or Hospital outside the United States

**Notice for residents of Washington**

*The following changes affect Your Certificate of Coverage (per GHOI WA L25 000 1114):*

When Coverage begins and ends- this section is modified as follows:

**When will Your Coverage end?-** the following provision is added:

*Continuation during strike, lockout, or other labor dispute.* You have the right to continue to make premium payments directly to the Policyholder in the event of a strike, lockout or labor dispute for a period of 6 months. Premium payment shall be at the rate for coverage prior to the strike, lockout or labor dispute. During this time, coverage cannot be altered or changed. If at the end of 6 months this coverage is no longer available, You shall be given the opportunity to purchase an individual policy. Prior to any termination or suspension of this coverage, the Policyholder must notify you in writing at your last known address on file.

Exclusions- the following Exclusions are removed or modified as follows:

Exclusion #13 is deleted in its entirety.

**Notice for residents of West Virginia**

*The following changes affect Your Certificate of Coverage (per GHOI WV L25 000 1114):*

The following Notice is added to the first page of the Certificate-

***THIS PRODUCT PROVIDES LIMITED BENEFITS. THIS IS NOT MAJOR MEDICAL OR COMPREHENSIVE HEALTH INSURANCE. THIS PRODUCT DOES NOT PROVIDE THE MINIMUM ESSENTIAL COVERAGE NECESSARY TO AVOID PENALTY UNDER THE AFFORDABLE CARE ACT OF 2010 (ACA).***

Covered Services- This section is modified as follows:

**Hospital indemnity benefit per Covered Person for each day of Inpatient Confinement in a Hospital**

not to exceed a combined maximum of 31 days per Plan Year.

Claim Provisions- This section is modified as follows:

When to submit a claim: the following section is added:

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.





## NATIONWIDE® HIPAA NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of Privacy Practices (the “Notice”) applies to products underwritten by Nationwide<sup>1</sup> and describes the legal obligations of Nationwide, and your legal rights regarding your Protected Health Information (“PHI” as that term is defined below) held by Nationwide under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Among other things, this Notice describes how your PHI may be used or disclosed to carry out treatment, payment, or healthcare operations, or for any other purposes that are permitted or required by law.

Nationwide is required by HIPAA and certain state laws to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices concerning your PHI and your rights concerning your PHI. Nationwide is required to abide by the terms of this Notice so long as it remains in effect. Nationwide reserves the right to change the terms of this Notice and to make the new Notice effective for all PHI maintained by Nationwide, as allowed or required by law. If Nationwide makes any material change to this Notice, you will be provided with a copy of the revised Notice by mail to your last-known address on file.

**Protected Health Information (PHI)** includes individually identifiable health information that is created or received by Nationwide and that relates to: (1) your past, present, or future physical or mental health or condition, (2) the provision of health care to you, or (3) the past, present, or future payment for the provision of health care to you. PHI includes information of persons living or deceased.

### USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

**Your Authorization.** Certain uses and disclosures of PHI require your authorization. For example, most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require a written authorization. Except as outlined below, we will not use or disclose your PHI without your written authorization. If you have given us an authorization, you may revoke it in writing at any time, unless we have already acted on the authorization. Once we receive your written revocation, it will only be effective for future uses and disclosures.

**Disclosures for Treatment, Payment or Health Care Operations.** We may use or disclose your PHI as permitted by law for your treatment, payment, or health care operations. For instance, for your treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For health care operations, we may use and disclose your PHI for our health care operations, which include responding to customer inquiries regarding benefits and claims.

**Family and Friends Involved In Your Care.** With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person’s involvement in caring for you or paying for your care.

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<sup>1</sup> Nationwide Life Insurance Company®, National Casualty Company, and the area(s) within Nationwide Mutual Insurance Company® that performs healthcare functions.

If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

**Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide your PHI to one or more of these outside persons or organizations. For example, we may disclose your PHI to a business associate to administer claims or to provide support services. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

**Other Health-Related Products or Services.** We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

**Plan Administration.** We may release your PHI to your plan sponsor for administrative purposes, provided we have received certification that the information will be maintained in a confidential manner and not used in any other manner not permitted by law.

**Other Uses and Disclosures.** We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make.

## **OTHER PRIVACY LAWS AND REGULATIONS**

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact as explained in the “Contact Information” section, below.

## **RIGHTS THAT YOU HAVE**

**Access to Your PHI.** You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

**Amendments to Your PHI.** You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact at the address provided in the “Contact Information” section.

**Accounting for Disclosures of Your PHI.** You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

**Restrictions on Use and Disclosure of Your PHI.** You have the right to request restrictions on some of our uses and disclosures of your PHI. We will consider, but are not required to agree to, your restriction request. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

**Request for Confidential Communications.** You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

**Right to be Notified of a Breach.** You have the right to be notified in the event we discover a breach of your unsecured PHI.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice, even if you have requested such copy by e-mail or other electronic means.

**Right for a Personal Representative to Act on your Behalf.** You have the right for someone, called a personal representative, to act on your behalf to exercise your rights and make choices about your PHI. Before we act on any requests made by your personal representative, we will verify this person has the authority to act on your behalf, such as through a healthcare power of attorney or legal guardianship.

**Complaints.** If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the “Contact Information” section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing, within 180 days of a violation of your rights online at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>, by emailing [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov), or by mailing:

U.S. Department of Health and Human Services, Office of Civil Rights  
200 Independence Avenue, SW  
Washington DC 20201

There will be no retaliation for filing a complaint.

## **CONTACT INFORMATION**

If you have any questions about this Notice, need copies of any forms, or require further assistance with any of the rights explained above, contact us by phone 1-844-413-2681 or mail Healthcomp, Inc Health & Life Administrator PO Box 998 Coveington, LA 07034.

## **EFFECTIVE DATE**

This Notice is effective January 1, 2023