



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### GROUP ACCIDENT INSURANCE POLICY

American Heritage Life Insurance Company will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

The policyholder should read this policy carefully and contact us promptly with any questions. This group policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA), and consists of:

1. all policy provisions and any amendments and/or attachments issued; and
2. the policyholder's signed application.

This policy may be changed in whole or in part. The approval must be in writing, signed by one our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida on the policy effective date.

**Notice: To obtain information about this coverage, or for assistance in resolving complaints, you may contact the Company at 800-521-3535.**

A handwritten signature in black ink, appearing to read "Gary S. Steu".

Secretary

A handwritten signature in black ink, appearing to read "Gregory J. Seidos".

President

**THIS IS A GROUP ACCIDENT ONLY POLICY WHICH PROVIDES BENEFITS FOR ACCIDENTS AS DEFINED WITHIN THIS POLICY OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**

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## POLICY SPECIFICATIONS

POLICYHOLDER: VOLUSIA COUNTY

POLICY NUMBER: 43980, 18490

POLICY EFFECTIVE DATE: January 1, 2019

POLICY ANNIVERSARY DATE: January 1, 2020 and the first day of January each calendar year thereafter.

GOVERNING JURISDICTION: the state of Florida and subject to the laws of that jurisdiction.

### ELIGIBLE CLASS(ES):

All full-time active employees working at least 30 hours per week and permanent part-time active employees working at least 17.5 hours per week.

### ELIGIBILITY WAITING PERIOD:

None

### BENEFITS:

Initial Hospital Confinement	\$1,500 per calendar year
Daily Hospital Confinement	\$300 per day
Intensive Care	\$600 per day

### RIDER(S):

Dislocation/Fracture Rider (3.00 unit(s)) – Scheduled Maximum Benefit \$6,000

Accident Treatment and Urgent Care Rider (4.00 unit(s))

Ground Ambulance – \$400

Air Ambulance – \$1,200

Accident Physician's Treatment – \$200

X-Ray – \$400

Urgent Care – \$200

Emergency Room Services Rider (2.00 unit(s)) – \$200

Outpatient Physician's Treatment for Accident and Preventative Care Rider (2.00 unit(s)) – \$50

Accidental Death, Dismemberment and Functional Loss Rider (1.00 unit(s)):

Accidental Death – \$20,000

Common Carrier Accidental Death – \$50,000

Dismemberment – Scheduled Maximum Benefit \$20,000

Functional Loss – Scheduled Maximum Benefit \$20,000

Benefit Enhancement Rider (2.00 unit(s)) – see page 3B for Benefit Amounts

### INITIAL RATE:

The following are the initial rates for all available coverage types:

Monthly rate of \$13.97 per insured employee for Individual Coverage; or

\$24.14 per insured employee for Individual and Spouse Coverage; or

\$36.07 per insured employee for Individual and Child(ren) Coverage; or

\$47.78 per insured employee for Family Coverage.

### RATE GUARANTEE DATE:

01/01/2020

## POLICY SPECIFICATIONS (Continued)

**PREMIUM DUE:**

The initial date agreed to between American Heritage Life Insurance Company and the Policyholder and each specified date thereafter.

The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.

**COST OF COVERAGE:**

The insured employee pays the cost of coverage.

**DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES:**

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this plan. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

**Name**

None

**Location (City and State)**

**ACCIDENT POLICY  
BENEFIT ENHANCEMENT RIDER  
SEE BENEFITS SECTION OF RIDER FOR DETAILS OF BENEFITS**

<b>BENEFITS</b>	<b>AMOUNT</b>
A. ACCIDENT FOLLOW-UP TREATMENT	DAILY BENEFIT \$100.00
B. LACERATIONS	\$100.00
C. BURNS	
1. SECOND AND THIRD DEGREE BURNS COVERING LESS THAN 15% OF THE TOTAL BODY SURFACE	\$200.00
2. SECOND AND THIRD DEGREE BURNS COVERING 15% OR MORE OF THE TOTAL BODY SURFACE	\$1,000.00
D. SKIN GRAFT	50% OF BURN BENEFIT
E. BRAIN INJURY DIAGNOSIS	\$600.00
F. COMPUTED TOMOGRAPHY SCAN OR MAGNETIC RESONANCE IMAGING	\$100.00
G. PARALYSIS	
1. PARAPLEGIA (PARALYSIS OF 2 OR 3 LIMBS)	\$15,000.00
2. QUADRIPLEGIA (PARALYSIS OF 4 LIMBS)	\$30,000.00
H. COMA WITH RESPIRATORY ASSISTANCE	\$20,000.00
I. OPEN ABDOMINAL OR THORACIC SURGERY	\$2,000.00
J. TENDON, LIGAMENT, ROTATOR CUFF OR KNEE CARTILAGE SURGERY	
1. WITH REPAIR	\$1,000.00
2. WITHOUT REPAIR	\$300.00
K. RUPTURED DISC SURGERY	\$1,000.00
L. EYE SURGERY	\$200.00
M. GENERAL ANESTHESIA	\$200.00
N. BLOOD AND PLASMA	\$600.00
O. APPLIANCE	\$250.00
P. MEDICAL SUPPLIES	\$10.00
Q. MEDICINE	\$10.00
R. PROSTHESIS	
1. 1 DEVICE	\$1,000.00
2. 2 OR MORE DEVICES	\$2,000.00
S. PHYSICAL, OCCUPATIONAL OR SPEECH THERAPY	DAILY BENEFIT \$60.00
T. REHABILITATION UNIT	DAILY BENEFIT \$200.00
U. NON-LOCAL TRANSPORTATION	PER TRIP \$500.00
V. FAMILY MEMBER LODGING	DAILY BENEFIT \$200.00
W. POST-ACCIDENT TRANSPORTATION	\$400.00
X. BROKEN TOOTH	\$200.00
Y. RESIDENCE/VEHICLE MODIFICATION	\$1,000.00
Z. PAIN MANAGEMENT (EPIDURAL INJECTION)	\$100.00
AA. MISCELLANEOUS OUTPATIENT SURGERY	\$200.00

## **POLICYHOLDER PROVISIONS**

### **RATE GUARANTEE**

A change in premium rate will not take effect before the Rate Guarantee Date except for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in this plan design; or
2. a division, subsidiary, or affiliated company is added or deleted; or
3. the number of insured employees or members changes by 25% or more; or
4. a new law or a change in any existing law is enacted which applies to this plan; or
5. less than 25% of those eligible for coverage are participating.

We will notify the policyholder in writing at least 45 days before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing.

### **PREMIUM INCREASES OR DECREASES**

Premium increases or decreases may take effect any time subject to the RATE GUARANTEE provision. If they take effect during a policy month, they are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

### **INFORMATION REQUIRED FROM THE POLICYHOLDER**

The policyholder must provide us with the following on a regular basis:

1. information about employees or members:
  - a. who are eligible to become insured; and
  - b. who are insured; and
  - c. whose coverage changes; and
  - d. whose coverage ends; and
2. any information that may be required to manage a claim; and
3. any other information that may be reasonably required.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time.

### **CANCELING POLICY**

This policy and any riders can be canceled:

1. by us; or
2. by the policyholder.

We may cancel or offer to modify this policy, with at least 45 days notice to the policyholder, if:

1. less than 25% of those eligible for coverage are participating; or
2. this policy has been in effect more than 12 months; or
3. the policyholder does not promptly provide us with information that is reasonably required; or
4. the policyholder fails to perform any of its obligations that relate to this policy; or
5. fewer than 5 employees or members are insured; or
6. premiums are not received within the 31 day grace period.

If the premiums are not received during the grace period, this policy will terminate automatically at the end of the grace period. This policy provides no coverage during the grace period unless premiums are paid in full prior to the end of the grace period. All premiums due must be paid to us for the full period this policy is in force.

The policyholder may cancel this policy by notice delivered to us. When both the policyholder and we agree, this policy can be canceled on an earlier date. If canceled, coverage will end at 12:00 midnight on the last day of coverage.

## **GENERAL PROVISIONS**

### **EFFECTIVE DATE OF COVERAGE**

Coverage for each eligible employee or member will be effective at 12:01 a.m. on the effective date shown on page 3 of the certificate of insurance issued to that employee or member provided he or she is actively employed on that date.

If the employee or member is not actively employed on that date due to temporary layoff, leave of absence or Family and Medical Leave of Absence, coverage begins on the date he or she returns to active employment. This applies to initial coverage, as well as any increase in coverage that occurs after the employee's or member's initial coverage is effective.

For any change in coverage, the change is effective on the date we receive such request for change.

Any decrease in coverage will take effect on the first day of the calendar month that next follows the date the employee or member applies for the decrease, but will not affect a payable claim that occurs prior to the effective date of the decrease.

### **CERTIFICATES OF INSURANCE**

We will furnish to the policyholder a certificate of insurance for delivery to each insured employee or member. The certificate will provide a description of the insurance provided by this policy and will state:

1. the essential features of the insurance coverage; and
2. to whom benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

### **WHEN AN ELIGIBLE EMPLOYEE OR MEMBER CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE**

1. The employee or member may apply for coverage during:
  - a. the initial enrollment period; or
  - b. at any time.
2. The insured employee or member may increase coverage at any time.
3. The insured employee or member may decrease coverage at any time.
4. The insured employee or member may discontinue coverage at any time.

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## GENERAL PROVISIONS (Continued)

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are the insured employee's or member's:

1. legal spouse or domestic partner; and
2. children and domestic partner's children.

A child is a person under age 26 who is:

1. the insured employee's or member's or his or her domestic partner's natural or adopted son or daughter, stepson or stepdaughter; or
2. a foster child who is placed with the insured employee or member or his or her domestic partner by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

If the insured employee or member marries and desires coverage for his or her spouse, he or she must notify the policyholder of the marriage within 31 days of the marriage. Upon notice to us, we will change the coverage to include the insured employee's or member's spouse and provide notification of the additional premium due.

If the insured employee or member enters into a domestic partnership and desires coverage for his or her domestic partner, he or she must notify the policyholder of the domestic partnership within 31 days of the date the domestic partnership was formed. Upon notice to us, we will change the coverage to include the insured employee's or member's domestic partner and provide notification of the additional premium due.

### NEWBORN/ADOPTED CHILD COVERAGE

A child born to the insured employee or member or his or her spouse or domestic partner while children or family coverage is in force is a covered person with no additional premium due. A child born to other covered persons while children or family coverage is in force is a covered person up to 18 months with no additional premium due. A child born to a covered person while children or family coverage is not in force is covered for a period of 60 days. We must be notified, in writing, of the birth of the child within 60 days after the birth. Upon notification, we will convert the insured employee's or member's coverage to children or family coverage and send notice of the additional premium due. The additional premium must be paid within 60 days for continuous coverage. We will not deny coverage of a newborn child if we are not notified of the birth within the 60 day period. Coverage for newborn children begins with the moment of birth of the child for benefits otherwise payable to a covered person under this policy. Coverage for adopted or foster children, or children in court-ordered temporary or other custody of the insured employee or member begins from the moment of placement in the insured employee's or member's residence, with no additional premium due under children or family coverage. In the case of a newborn child, coverage begins from the moment of birth if a written agreement to adopt such child has been entered into by the insured employee or member prior to the birth or placement. If timely notice is given, we will not charge an additional premium for the notice period. If timely notice is not given, we will charge the applicable additional premium from the date of the birth for newborns or the date of placement in the residence for an adopted child. If children or family coverage is not in force, upon notification, we will convert the coverage to children or family coverage and send notice of the additional premium due for continuous coverage. We will not deny coverage for a child due to failure to notify us within the 60 day period of the birth of the child. An adopted child is covered from the moment of placement in the residence. However, coverage for such child will terminate in the event that the child is not ultimately placed in the residence of the insured.



## **GENERAL PROVISIONS (Continued)**

### **TERMINATION OF COVERAGE**

The insured employee's or member's coverage under this policy ends on the earliest of:

1. the date this policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. our discovery of fraud or material misrepresentation in the presentation of a claim under this policy.

We will provide coverage for a payable claim that occurs while a covered person is covered under this policy.

If the insured employee's or member's spouse is a covered person, the spouse's coverage ends upon valid decree of divorce or the insured employee's or member's death.

If the insured employee's or member's domestic partner is a covered person, the domestic partner's coverage ends upon termination of the domestic partnership or the insured employee's or member's death.

Coverage for a child will end upon the insured employee's or member's death, or on the issue day of the month that follows when the child: (a) reaches age 26; or (b) otherwise does not meet the requirements of an eligible dependent.

Coverage does not end for an incapacitated dependent child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under this policy; and
3. is chiefly dependent upon the insured employee or member for support and maintenance.

Coverage for an incapacitated dependent child continues as long as this policy remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as often as may be required, but no more often than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims will not be paid. There may be no refund due if the insured employee or member has children or family coverage in force and there are other eligible dependents still insured under this policy.

Coverage may be eligible for continuation as outlined in the CONTINUATION OF INSURANCE COVERAGE provision.

### **TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE**

If the insured employee or member ceases active employment or membership in the union or association because of a temporary layoff or leave of absence while coverage is in force, we will continue the coverage in accordance with the personnel practices of the policyholder, if premium payments continue and the policyholder approved the leave in writing. Coverage will be continued for 3 months following the date the insured employee or member ceased active employment or membership in the union or association.

If the insured employee's or member's coverage ends while on a Family and Medical Leave of Absence, the coverage will be reinstated when he or she returns to active status.

### **DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA**

The following applies only when the administration of the policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of the policy and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations which are not arbitrary or capricious in the administration of the policy, such determinations shall be final and conclusive.

## **GENERAL PROVISIONS (Continued)**

### **LEGAL ACTION**

No legal action may be brought to obtain benefits under this policy:

1. for at least 60 days after written proof of loss has been furnished; or
2. after the expiration of the statute of limitations.

### **INCONTESTABILITY**

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in writing, can be used to void this policy.

### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by the policyholder documenting any clerical errors.

### **AGENCY**

For purposes of this policy, the policyholder acts on its own behalf or as the insured employee's or member's agent. Under no circumstances will the policyholder be deemed the agent of American Heritage Life Insurance Company.

### **ENTIRE CONTRACT**

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the applications and other written statements of the policyholder; and
4. any individual applications, enrollments, or other statements made by a covered person.

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or his or her personal representative, if any, if such written statement will be used in defense of a claim.

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## **CONTINUATION OF INSURANCE COVERAGE**

This section provides for automatic Continuation of Insurance Coverage, hereafter referred to as Continuation Coverage. It applies if a covered person suffers the loss of this group accident coverage due to one of the following events:

1. Termination of the insured employee's or member's employment; or of an insured employee's or member's eligibility due to reduction in his or her hours; or the date such insured employee or member is no longer in an eligible class; or the date such insured employee's or member's class is no longer eligible. Insurance may be continued for any covered person.
2. The insured employee or member becoming eligible for Medicare. Insurance may be continued for any covered person who is not entitled to Medicare.
3. Strike, layoff, leave of absence for personal reasons (not Family or Medical Leave Act (FMLA)). Insurance may be continued for any covered person.
4. Military Service. The insured employee's or member's leave of absence due to military service. Insurance may be continued for any covered person, except for the person who is in active military service.

Continuation Coverage is not available for any person if coverage under the group policy terminated due to his or her failure to make required premium payments.

Continuation Coverage is also not available if a person fails to pay premium while on FMLA.

To be eligible for Continuation Coverage, a person must be insured under the group policy on the day before the event that caused loss of coverage.

### **COVERAGE CONTINUED**

A person will not be denied Continuation Coverage solely because he or she is covered under another group accident plan like this one, or eligible for Medicare on the date of the event that caused loss of coverage.

The Continuation Coverage may include any eligible dependents who were covered under the group policy. The coverage being continued is subject to all terms and provisions of the group policy that do not conflict with this section. The coverage will be the same as that provided under the group policy for other persons in the same insurance class in which such person would have been if the loss of coverage had not occurred. The coverage will be subject to any changes to the group policy affecting the benefits of such class. The coverage will be effective on the day after the insurance under the group policy terminates.

### **NOTIFICATION AND PAYMENT REQUIREMENTS**

The policyholder has the responsibility of notifying the insurer of an insured's termination of employment or reduction in hours. This notice must be made within 30 days of the event.

The insurer will notify the qualifying person of the right to continue within 14 days of the notice described above.

The qualifying person will be required to pay a premium for the Continuation Coverage to the insurer.

### **PREMIUMS**

Premiums are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The premium rate for the first 36 months of Continuation Coverage will not exceed 102% of the rate in effect under the group policy covering a similarly situated class of employees or members who have not elected Continuation Coverage. After the first 36 months, the premium rate may change for the class of persons covered under Continuation Coverage. Notice will be given at least 45 days before any change is to take effect.

## **CONTINUATION OF INSURANCE COVERAGE (Continued)**

### **GRACE PERIOD**

The grace period, as defined, will apply to each certificate holder of Continuation Coverage as if such insured is the policyholder.

### **TERMINATION OF INSURANCE**

Insurance under Continuation Coverage will automatically end on the earliest of the following dates:

1. The date this policy terminates.
2. The date the person again becomes eligible for insurance under the group policy.
3. The last day for which premiums have been paid, if the insured fails to pay premiums when due, subject to the grace period.
4. With respect to insurance for dependents:
  - a. the date the insured employee's or member's insurance terminates; or
  - b. the date the dependent ceases to be an eligible dependent under the group policy.

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## EXCLUSIONS AND LIMITATIONS

We will not pay any benefits for any loss that is caused by, contributed to by or results from:

1. injury incurred prior to the covered person's effective date of coverage subject to the INCONTESTABILITY provision; or
2. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
3. suicide, or any attempt at suicide, whether sane or insane; or
4. intentionally self-inflicted injury or action; or
5. any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
6. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
7. engaging in an illegal occupation or committing or attempting to commit an assault or felony; or
8. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway; or
9. hernia, including complications due to hernia; or
10. any injury sustained while the covered person is under the influence of alcohol or any drug, unless administered and taken as prescribed by a physician; or
11. an injury that occurred as a result of an on the job accident.

Any injury incurred while a covered person is an active member of the Military, Naval, or Air Forces of any country or combination of countries is not covered. Upon notice and proof of service in such forces, we will return the pro-rata portion of the premium paid for any period of such service.

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## BENEFIT INFORMATION

We pay the following benefits for a loss if, while this policy is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the services described below must be provided or received within 180 days of the covered accident, or unless otherwise stated. Any loss not stated in the BENEFIT INFORMATION provision is not covered under this policy. The services must be received in the United States or its territories.

**Initial Hospital Confinement:** We pay the amount stated on page 3 the first time a covered person is confined in a hospital after that person's effective date of coverage. This benefit is payable only once per covered person, per calendar year.

**Daily Hospital Confinement:** We pay the amount stated on page 3 for each day a covered person is confined in a hospital, up to a maximum of 365 days for any 1 accident, starting with the first full day of confinement. This maximum number of days may be used over a 2-year period following the date of the accident.

**Intensive Care:** We pay the amount stated on page 3 for each day a covered person is confined in a hospital intensive care unit, up to 180 days for each period of continuous confinement, starting with the first full day of confinement.

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## **CLAIM INFORMATION**

### **NOTICE OF CLAIM**

We encourage the insured employee or member to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim must be given to us within 20 days after the loss or commencement of any benefit covered by this policy, or as soon as reasonably possible. Notice given to us by, or on behalf of, the insured employee or member or the beneficiary at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687, or to any authorized agent of ours, with the insured employee's or member's name and certificate number, is notice to us.

The claim form can be requested from us. If the form is not received within 15 days of the request, proof of the claim may be sent to us without waiting for the form.

### **FILING A CLAIM**

The covered person must complete all applicable sections of the claim form and then give it to the attending physician. The physician should complete his or her section of the form and send it directly to us.

### **PROOF OF CLAIM**

Proof must be given to us within 90 days after each loss. If it is not possible to give us proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us within 1 year unless the insured employee or member is legally incapacitated.

### **PHYSICAL EXAMINATION AND AUTOPSY**

We have the right, at our own expense, to have any covered person examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

### **PAYMENT OF CLAIMS**

After receiving proof of loss, we pay all benefits then due under this policy. We will make payments to the insured employee or member unless such payments are assigned. Any amounts unpaid at the insured employee's or member's death may, at our option, be paid either to the named beneficiary or to the insured employee's or member's estate.

We will reimburse all claims or any portion of any claim from an insured employee or member or assignee for payment under this policy within 30 days after receipt of the claim by us. If the claim or a portion of the claim is contested by us, the insured employee or member or assignee will be notified in writing that the claim is contested or denied within 30 days after we receive notice of the claim. The notice that the claim is contested will identify the contested portion of the claim and reasons for contesting the claim.

We, upon receipt of additional information requested from the insured employee or member or assignee, will pay or deny the contested claim or portion of the claim within 60 days. Payment will be treated as made on the date the draft or other valid instrument equivalent to payment, was placed in the U.S. Mail in a properly addressed envelope, or, if not so posted, on the date of delivery. All overdue payments shall bear simple interest of 10% per year.

We, upon written notification by the insured employee or member, will investigate any claim of improper billing by a physician, hospital or other health care provider. We will determine if the insured employee or member was properly billed for only those procedures and services that the insured employee or member actually received. If we determine that the insured employee or member has been improperly billed, we will notify him or her and the provider of its findings and will reduce the amount of payment to the provider by the amount determined to be improperly billed. If a reduction is made due to such notification by the insured employee or member, we will pay to the insured employee or member 20% of the amount of the reduction up to \$500.

If benefits are payable to the insured employee's or member's estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$3,000 to someone related to the insured employee or member or beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

## **CLAIM INFORMATION (Continued)**

### **ASSIGNMENT**

An assignment of the coverage under this policy is not binding on us, unless:

1. it is a request; and
2. it is received and recorded by us at our home office.

We are not responsible for the validity of any assignment. An assignment is subject to any payment we make or other action we take before we record the assignment. An assignee may not change the owner or beneficiary.

### **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

1. fraud; or
2. any error we make in processing a claim.

The insured employee or member must reimburse us in full. We will work with such insured employee or member to develop a reasonable method of repayment if he or she is financially unable to repay us in a lump sum.

We will not recover more money than the amount we overpaid.

### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

1. the reason for denial; and
2. the policy provision that relates to the denial; and
3. the right to ask for a review of the claim; and
4. any additional information that might allow us to change our decision.

The insured employee or member may, upon request, read any reports that concern the denial of the claim. For a small fee, we will make copies of those reports for his or her use.

### **APPEALS PROCEDURE**

Prior to filing any lawsuit and within 60 days after denial of a claim, the insured employee or member or his or her beneficiary may voluntarily appeal any denial of benefits under the policy by making a request for review of the denial.

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## GLOSSARY

### (Glossary may contain terms that are not included in the coverage selected)

**Accident** means a sudden, unforeseen and unexpected event which occurs without the covered person's intent which results in an injury to the covered person independent of disease, infirmity or any other cause.

**Active employment** or **actively employed** means the employee or member is working for the employer for earnings that are paid regularly and that he or she is performing the material and substantial duties of his or her regular occupation. For the purposes of this policy:

1. the employee or member must be working at least the minimum number of hours as described under Eligible Class(es); and
2. the employee or member will be deemed to be in active employment on a day which is not the employer's scheduled work days only if he or she was actively employed on the preceding scheduled work day.

The employee's or member's work site must be:

1. the employer's usual place of business; or
2. an alternative work site at the direction of the employer; or
3. a location to which the job requires such employee or member to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Calendar year** means a consecutive 12 month period beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> of the same year.

**Common carrier** means only the following: commercial airlines; or passenger trains; or intercity buslines. It does not include: taxis; or intracity buslines; or private charter planes.

**Confined** or **confinement** means admitted to and confined as an inpatient in an institution for which a room and board charge is made by the institution. It does not include confinement for an observation room.

**Continuous confinement** means 1 continuous confinement or 2 or more confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Covered person** means any of the following:

1. any eligible family member (including the employee or member) as named in the enrollment form and acceptable for coverage by us; or
2. any eligible family member added by endorsement after the effective date; or
3. a newborn child.

**Day** means a 24 hour period.

**Domestic partner** means the insured employee's or member's same-sex or opposite-sex partner who is eligible for coverage provided that:

1. both the insured employee or member and his or her same-sex or opposite-sex partner must be considered as domestic partners according to the law of the insured employee's or member's state of residence; or
2. if the insured employee's or member's state of residence has no domestic partnership law, the insured employee or member must satisfy the definition of domestic partner as defined by the policyholder.

**Eligibility Waiting Period** means the continuous period of time that the employee or member must be in active employment in an eligible class before he or she is eligible for coverage.

**Employee** means a person who is a citizen or resident of the United States or one of its territories in active employment with his or her employer.

**Employer** means the individual, company or corporation where the employee or member is in active employment, and includes any division, subsidiary, or affiliated company named in this policy.

**Family coverage** means coverage that includes the insured employee or member, as defined, his or her eligible spouse or domestic partner and children.

## GLOSSARY (Continued)

**Grace period** means a period of 31 days following the premium due date during which premium payment may be made.

**Hospital** means a legally operated institution with established facilities (either on its premises or available to the hospital on a contractual, pre-arranged basis and under the supervision of a staff of one or more duly licensed physicians), for the care and treatment of sick and injured persons for diagnosis, surgery, and 24-hour nursing service. Hospital does not include:

1. any institution which is mainly a rest home, nursing home, convalescent home, or home for the aged; or
2. any institution which is mainly for the care and treatment of alcoholics or drug addicts, or mental or nervous disorders.

No claim for payment under this policy for treatment, care or services in a licensed hospital which is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association or the Joint Commission on the Accreditation of Rehabilitative Services shall be denied because such hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for treatment of physical disability.

**Hospital intensive care unit** means a hospital area of special care, including cardiac and coronary care units, surgical intensive care units or cardiovascular intensive care units, which at the time of admission are separate and apart from the surgical recovery room, or other rooms, beds or wards normally used for patient confinement. In addition, such a unit must provide the following:

1. 24-hour continuous nursing care and attendance by nurses assigned to the unit on a full-time basis; and
2. direction and/or supervision by a full-time physician director or a standing "intensive care" committee of the medical staff; and
3. special medical apparatus used to treat the critically ill.

The following do not qualify as "hospital intensive care units":

1. progressive care units;
2. sub-acute intensive care units;
3. intermediate care units;
4. private rooms with monitoring;
5. step-down units; or
6. any other lesser care treatment units.

**Individual coverage** means coverage that includes only the insured employee or member, as defined.

**Individual and child(ren) coverage** means coverage that includes only the insured employee or member, as defined, and eligible children.

**Individual and spouse coverage** means coverage that includes only the insured employee or member, as defined, and his or her eligible spouse or domestic partner.

**Initial enrollment period** means one of the following periods during which the employee or member may first apply in writing for coverage under this policy:

1. if the employee or member is eligible for coverage on the policy effective date, a period before the policy effective date as set by us and the policyholder; or
2. if the employee or member becomes eligible for coverage after the policy effective date, the period ending 31 days after the date he or she is first eligible to apply for coverage.

**Injury** means accidental bodily injury to a covered person as the result of an accident while coverage under this policy is in force and the injury is the direct cause of the loss independent of disease, bodily infirmity, or any other cause which results in medical treatment received within 180 days after the injury is sustained. All injuries sustained in any 1 accident and all complications and recurrences of complications are considered to be a single "injury".

**Inpatient** means a covered person who is a resident patient using the room and board facilities of an institution.

**Insured employee or member** means the employee or member accepted for coverage by us who has completed and signed the enrollment form and whose name appears on the certificate specifications page.

**Issue day** means the same day of the month as the effective date of coverage.

## GLOSSARY (Continued)

**Material and substantial duties** means duties that:

1. are normally required for the performance of the employee's or member's regular occupation; and
2. cannot be reasonably omitted or modified, except that if the employee or member is required to work on average in excess of 40 hours per week, we will consider him or her able to perform that requirement if he or she is working or has the capacity to work 40 hours per week.

**Member** means a member in good standing in a labor union, association or other entity named as the policyholder and who is: (a) a citizen or resident of the United States or one of its territories; and (b) is (1) engaged in, or (2) able to engage in and currently seeking, active employment.

**Nurse** means any one of the following who is not a member of the covered person's immediate family or employed by the hospital where the covered person is confined:

1. licensed practical nurse (L.P.N.); or
2. licensed vocational nurse (L.V.N.); or
3. graduate registered nurse (R.N.).

**Off the job accident** means any accident that is not an on the job accident.

**On the job accident** means an accident which occurs during the course of a covered person's working for pay or profit. If the covered person is covered by workers' compensation, the accident is an on the job accident. If the covered person is not covered by workers' compensation and the injury occurs while the covered person is working for pay or profit in the course of the covered person's regular and/or part time occupation, the accident is an on the job accident.

**Payable claim** means a claim for which we are liable under the terms of the policy.

**Physician** means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize an employee or member, his or her spouse or domestic partner, children, parents, or siblings as a physician for a claim.

**Plan** means a line of coverage under the policy.

**Policyholder** means the legal entity to whom the policy is issued.

**Temporary layoff or leave of absence or family and medical leave of absence** means the insured employee or member is absent from active employment for a period of time that has been agreed to in advance in writing by the current employer.

Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**Under the influence** means a condition as determined by the laws of the state in which the loss occurred.

**We, us** and **our** means American Heritage Life Insurance Company.



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

**HOME OFFICE:**

**1776 AMERICAN HERITAGE LIFE DRIVE**

**JACKSONVILLE, FLORIDA 32224-6687**

**(904) 992-1776**

**A Stock Company**

**THIS IS A GROUP ACCIDENT ONLY POLICY WHICH PROVIDES BENEFITS FOR ACCIDENTS AS DEFINED WITHIN THIS POLICY OR OTHER BENEFITS THAT MAY BE ADDED. THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER CONDITIONS.**

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 800-521-3535.

## ACCIDENTAL DEATH, DISMEMBERMENT AND FUNCTIONAL LOSS RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Common carrier** means only the following: commercial airlines; or passenger trains; or intercity buslines. It does not include taxis; or intracity buslines; or private charter planes.

**Injury** means accidental bodily injury to a covered person as the result of an accident while coverage under this rider is in force and the injury is the direct cause of the loss independent of disease, bodily infirmity, or any other cause which results in a loss of life, dismemberment or functional loss within 180 days after the date the injury is sustained. All injuries sustained in any 1 accident and all complications and recurrences of complications are considered to be a single "injury".

**Policy** means the policy to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

### BENEFIT

We pay the following benefits for a loss if, while this rider is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the losses described below must occur within 180 days of the covered accident. Any loss not stated in the BENEFIT provision is not covered under this rider. The loss must occur in the United States or its territories.

**Accidental Death:** We pay the amount shown on page 3 of the policy if death results from an injury.

**Common Carrier Accidental Death:** We pay the amount shown on page 3 of the policy if death results from an injury while riding as a fare-paying passenger on a scheduled common carrier.

**Dismemberment:** We pay the amount shown on page 3 of the policy, multiplied by the applicable factor in the Schedule of Dismemberment and Functional Loss Factors if a covered person suffers a dismemberment that results from an injury. If more than 1 dismemberment is sustained in any 1 injury, the total amount we will pay for the multiple dismemberments will not exceed the scheduled maximum benefit amount shown on page 3 of the policy.

Loss of hand or hands, or foot or feet, means total and permanent severance at or above the wrist or ankle joint. Loss of arm or arms or leg or legs, means severance at or above the elbow joint or knee joint. The loss of eye or eyes means the entire and irrecoverable loss of sight. The loss of finger means the severance through or above the proximal interphalangeal joint.

**Functional Loss:** We pay the amount shown on page 3 of the policy, multiplied by the applicable factor in the Schedule of Dismemberment and Functional Loss Factors if a covered person suffers a functional loss that results from an injury. If more than 1 functional loss is sustained in any 1 injury, the total amount we will pay for the multiple functional losses will not exceed the scheduled maximum benefit amount shown on page 3 of the policy.

Loss of hearing means the total and irreversible loss of hearing in both ears. Loss of hearing does not include loss of hearing that can be corrected by the use of any hearing aid or device. Loss of hearing must last for a continuous period of not less than 90 days as confirmed by a physician. Loss of speech means total and permanent loss of audible communication, if such loss cannot be corrected to any functional degree by any procedure, aid or device. Loss of speech must last for a continuous period of not less than 90 days as confirmed by a physician.

**SCHEDULE OF DISMEMBERMENT AND FUNCTIONAL LOSS FACTORS**

<b>For the Loss of:</b>	<b>Factor</b>
Both Eyes	1.00
One Eye	0.50
Both Hands or Both Arms	1.00
Both Feet or Both Legs	1.00
One Hand or Arm and One Foot or Leg	1.00
One Hand or One Arm	0.50
One Foot or One Leg	0.50
One or more entire Toes	0.10
One or more entire Fingers	0.10
Hearing	1.00
Speech	1.00

**EXCLUSIONS AND LIMITATIONS**

The EXCLUSIONS AND LIMITATIONS provision of the policy applies to this rider.

**TERMINATION**

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 800-521-3535.

## ACCIDENT TREATMENT AND URGENT CARE RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Policy** means the policy to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

**Urgent care facility** means a walk-in health care facility focused on the delivery of outpatient immediate care of minor emergencies and non-life threatening injury or illness outside of a hospital emergency room. An urgent care facility is organizationally separate from a hospital, it cannot provide treatment for major life threatening emergencies and does not have immediate access to an operating room and critical care unit.

### BENEFIT

We pay the following benefits for a loss if, while this rider is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the services described below must be provided or received within 180 days of the covered accident. Any loss not stated in the BENEFIT provision is not covered under this rider. The services must be received in the United States or its territories.

**Ground Ambulance:** We pay the amount shown on page 3 of the policy if a covered person requires ground ambulance service for the transfer to or from a hospital. This benefit is payable only once per covered person, per accident.

**Air Ambulance:** We pay the amount shown on page 3 of the policy if a covered person requires air ambulance service for the transfer to or from a hospital. This benefit is payable only once per covered person, per accident.

**Accident Physician's Treatment:** We pay the amount shown on page 3 of the policy if a covered person receives treatment by a physician. This benefit is payable only once per covered person, per accident.

**X-Ray:** We pay the amount shown on page 3 of the policy if a covered person receives x-rays. This benefit is payable only once per covered person, per accident.

**Urgent Care:** We pay the amount shown on page 3 of the policy if a covered person receives services at an urgent care facility. This benefit is payable only once per covered person, per accident.

### EXCLUSIONS AND LIMITATIONS

The EXCLUSIONS AND LIMITATIONS provision of the policy applies to this rider.

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## TERMINATION

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President



# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224

If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 800-521-3535.

## BENEFIT ENHANCEMENT RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Coma** means a continuous state of profound unconsciousness which lasts 7 or more consecutive days as a result of a covered accident. A coma is characterized by an absence of spontaneous eye movements, response to painful stimuli and vocalization. The condition must require intubation for respiratory assistance. Medically induced comas are excluded.

**General anesthesia** means a process that produces loss of consciousness, in addition to pain relief and paralysis of skeletal muscle over the entire body, by the administration of anesthetic drugs and is used during major and other invasive surgical procedures.

**Physical, occupational or speech therapist** means a licensed specialist in physical, occupational or speech therapy. This includes chiropractors. We will not recognize an employee or member, his or her spouse or domestic partner, children, parents, or siblings as a physical, occupational or speech therapist for a claim.

**Policy** means the policy to which this rider is attached.

**Primary residence** means the dwelling where a covered person lives for the majority of the time, regardless of whether the covered person owns or rents the dwelling.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

### BENEFIT

We pay the following benefits for a loss if, while this rider is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the services described below must be provided, received or purchased within 180 days of the covered accident, unless otherwise stated. Any loss not stated in the BENEFIT provision is not covered under this rider. The services must be received in the United States or its territories.

**A. Accident Follow-Up Treatment:** We pay the amount shown on page 3B of the policy for each day a covered person receives follow-up treatment. We pay for 1 follow-up treatment per day for up to a maximum of 2 treatments per covered person, per accident.

Treatments must be administered by a physician in a physician's office or in a hospital on an outpatient basis and must be for injuries sustained in an accident.

This benefit is not payable for the same visit for which the Physical, Occupational or Speech Therapy benefit is paid.

**B. Lacerations:** We pay the amount shown on page 3B of the policy if a covered person receives treatment for 1 or more lacerations (cuts). This benefit is payable only once per covered person, per accident.

**C. Burns:** We pay the amount shown on page 3B of the policy if a covered person receives treatment for 1 or more burns, other than sun burns. This benefit is payable only once per covered person, per accident.

**D. Skin Graft:** We pay the amount shown on page 3B of the policy if a covered person receives a skin graft for a burn for which a benefit is paid under the Burns benefit. This benefit is payable only once per covered person, per accident.

**E. Brain Injury Diagnosis:** We pay the amount shown on page 3B of the policy upon the first diagnosis of 1 of the following traumatic brain injuries by a covered person: concussion, cerebral laceration, cerebral contusion, or intracranial hemorrhage.

The covered traumatic brain injury must be diagnosed by computed tomography (CT) scan, magnetic resonance imaging (MRI), electroencephalogram (EEG), positron emission tomography (PET) scan, or X-ray. This benefit is payable only once per covered person, per accident.

**F. Computed Tomography (CT) Scan and Magnetic Resonance Imaging (MRI):** We pay the amount shown on page 3B of the policy if a covered person receives a CT scan or MRI. The covered person must be first treated by a physician within 30 days after the accident. This benefit is payable only once per covered person, per accident, and is limited to once per calendar year.

**G. Paralysis:** We pay the amount shown on page 3B of the policy if a covered person receives a spinal cord injury resulting in the complete and permanent loss of use of 2 or more limbs as a result of an injury. Paralysis must be confirmed by the attending physician after the accident and have a duration of at least 90 consecutive days. This benefit is payable only once per covered person.

**H. Coma with Respiratory Assistance:** We pay the amount shown on page 3B of the policy if a covered person is in a coma. This benefit is payable only once per covered person, per accident.

**I. Open Abdominal or Thoracic Surgery:** We pay the amount shown on page 3B of the policy if a covered person undergoes open abdominal or thoracic surgery for internal injuries. The surgical procedure must be performed by a physician. We pay this benefit even if no surgical repair is required. This benefit is payable only once per accident, per covered person.

If 2 or more surgical procedures are performed through the same incision or entry point, they are considered 1 operation.

**J. Tendon, Ligament, Rotator Cuff or Knee Cartilage Surgery:** We pay the amount shown on page 3B of the policy if a covered person undergoes a surgical procedure to repair an injury to a tendon, ligament, rotator cuff or knee cartilage. The injured site must be torn, ruptured, or severed and the surgical procedure must be performed by a physician. This benefit is payable only once per accident, per covered person.

If exploratory surgery using arthroscopy is performed and no surgical repair is required then we will pay the amount shown on page 3B of the policy. If 2 or more surgical procedures are performed through the same incision or entry point, they are considered 1 operation and we will pay the amount for the procedure with the largest dollar amount benefit.

**K. Ruptured Disc Surgery:** We pay the amount shown on page 3B of the policy if a covered person undergoes a surgical procedure to repair a ruptured disc of the spine. The ruptured disc must be diagnosed and the surgical procedure must be performed by a physician. This benefit is payable only once per accident, per covered person.

If 2 or more surgical procedures are performed through the same incision or entry point, they are considered 1 operation.

**L. Eye Surgery:** We pay the amount shown on page 3B of the policy for surgery or removal of a foreign object from the eye of a covered person. The procedure must be performed by a physician. An examination with or without anesthesia is not considered surgery. This benefit is payable only once per covered person, per accident.

**M. General Anesthesia:** We pay the amount shown on page 3B of the policy if a covered person received general anesthesia administered by a nurse anesthetist or physician for surgery required to treat an injury provided a benefit is paid for surgery under one of the Surgery benefits in this rider. The surgery must be performed by a physician. This benefit is payable only once per accident, per covered person.

**N. Blood and Plasma:** We pay the amount shown on page 3B of the policy if a covered person receives a blood or plasma transfusion. This benefit is payable only once per covered person, per accident.

**O. Appliance:** We pay the amount shown on page 3B of the policy if a covered person receives 1 of the following medical appliances prescribed by a physician as an aid in personal locomotion or mobility: wheelchair, crutches, or walker. This benefit is payable only once per covered person, per accident.

**P. Medical Supplies:** We pay the amount shown on page 3B of the policy for over-the-counter medical supplies purchased for a covered person. This benefit is payable only once per covered person, per accident.

**Q. Medicine:** We pay the amount shown on page 3B of the policy for prescription or over-the-counter medicine purchased for a covered person. This benefit is payable only once per covered person, per accident.

**R. Prosthesis:** We pay the amount shown on page 3B of the policy for a prosthetic arm, leg, hand, foot or eye prescribed by a physician to replace an arm, leg, hand, foot or eye that a covered person loses as a direct result of an accident. This benefit is payable only once per covered person, per accident.

**S. Physical, Occupational or Speech Therapy:** We pay the amount shown on page 3B of the policy per day for physical, occupational or speech therapy treatment received by a covered person when prescribed by a physician for an injury. This includes chiropractic treatment. We pay for 1 physical, occupational or speech therapy treatment per day for up to a maximum of 6 treatments per covered person, per accident.

Physical, occupational or speech therapy must be for injuries sustained in an accident.

This benefit is not payable for the same visit for which the Accident Follow-Up Treatment benefit is paid.

**T. Rehabilitation Unit:** We pay the amount shown on page 3B of the policy per day if a covered person is confined to a rehabilitation unit as a result of an injury, provided that the covered person has been hospital confined immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days for each covered person per continuous period of rehabilitation unit confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days on which the Daily Hospital Confinement benefit in the policy is paid.

**U. Non-local Transportation:** We pay the amount shown on page 3B of the policy per trip for non-local treatment of a covered person by a physician when the same or similar treatment cannot be obtained locally. "Non-local" means a one-way trip of 50 miles or more from the covered person's home to the nearest treatment facility. This benefit is payable up to 3 times per covered person, per accident. Transportation by ground or air ambulance is not covered under this benefit.

**V. Family Member Lodging:** We pay the amount shown on page 3B of the policy per day for the lodging of 1 adult family member of the covered person's family to be with the covered person when a covered person is confined in a hospital. This benefit is payable for up to 30 days for each accident.

This benefit is not payable if the family member lives within 50 miles one-way of the hospital.

**W. Post-Accident Transportation:** We pay the amount shown on page 3B of the policy if a covered person is hospital confined for at least 3 consecutive days due to an injury resulting from an accident which occurs more than 250 miles from his or her place of residence and the covered person is brought home by a common carrier.

Travel to the place of residence must take place within 48 hours following discharge from the hospital. This benefit is payable for the injured covered person only, and only if the Daily Hospital Confinement benefit in the policy is paid. This benefit is payable only once per covered person, per calendar year.

**X. Broken Tooth:** We pay the amount shown on page 3B of the policy if a covered person sustains a broken tooth that is repaired by a dental crown or filling, or is extracted. This benefit is payable for 1 crown, 1 filling or 1 extraction per covered person, per accident, regardless of the number of teeth involved.

This benefit is only payable for injury to a sound, natural tooth. This benefit is not payable for injury caused by biting or chewing.

**Y. Residence/Vehicle Modification:** We pay the amount shown on page 3B of the policy if a covered person requires a permanent structural modification to the covered person's primary residence or vehicle. The modification must be certified by a physician as necessary to help enable the covered person to live in his or her primary residence or travel in his or her primary vehicle, due to the injury. The modification must occur within 365 days after the accident. This benefit is payable only once per covered person, per accident.

**Z. Pain Management (Epidural Injection):** We pay the amount shown on page 3B of the policy if a covered person receives an epidural injection in the spine to manage pain. This benefit is payable only once per covered person, per accident.

An epidural injection must be for injuries sustained in an accident.

**AA. Miscellaneous Outpatient Surgery:** We pay the amount shown on page 3B of the policy if a covered person undergoes surgery on an outpatient basis. The surgical procedure must be performed by a physician. This benefit is payable only once per covered person, per accident.

This benefit is not payable if the Open Abdominal or Thoracic Surgery, Tendon, Ligament, Rotator Cuff or Knee Cartilage Surgery, Ruptured Disc Surgery or Eye Surgery benefit is paid.

## EXCLUSIONS AND LIMITATIONS

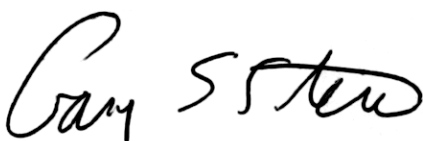
The EXCLUSIONS AND LIMITATIONS provision of the policy applies to this rider.

### TERMINATION

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

**If you have a complaint, an inquiry or need to obtain information regarding your coverage,  
you may call us toll-free at 800-521-3535.**

## DISLOCATION/FRACTURE RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Policy** means the policy to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

### BENEFIT

We pay the following benefits for a loss if, while this rider is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the losses described below must occur within 180 days of the covered accident. Any loss not stated in the BENEFIT provision is not covered under this rider. The loss must occur in the United States or its territories.

**Dislocation or Fracture:** We pay the amount shown on page 3 of the policy, multiplied by the applicable factor in the Schedule of Benefit Factors. If more than 1 dislocation or fracture is sustained in any 1 injury, the total amount we will pay for the multiple dislocations or fractures will not exceed the scheduled maximum benefit amount shown on page 3 of the policy. No benefit will be paid for any dislocation or fracture that is not listed in the Schedule of Benefit Factors.

### SCHEDULE OF BENEFIT FACTORS

For the Complete Dislocation of:	Factor	For Complete, Simple or Closed Fracture of Bone or Bones of:	Factor
Hip Joint	1.00	Skull (except bones of face or nose)	0.95
Knee Joint (except Patella)	0.40	Hip, Thigh (Femur)	1.00
Bone or Bones of the Foot, other than Toes	0.40	Pelvis (except Coccyx)	1.00
Ankle Joint	0.40	Arm, between Shoulder and Elbow (shaft)	0.55
Wrist Joint	0.35	Shoulder Blade (Scapula)	0.55
Elbow Joint	0.30	Leg (Tibia or Fibula)	0.55
Shoulder Joint	0.20	Ankle	0.40
Bone or Bones of the Hand, other than Fingers	0.15	Knee Cap (Patella)	0.40
Collar Bone	0.15	Collar Bone (Clavicle)	0.40
Two or more Fingers	0.07	Forearm (Radius or Ulna)	0.40
Two or more Toes	0.07	Foot (except Toes)	0.35
One Finger or One Toe	0.03	Hand or Wrist (except Fingers)	0.35
		Lower Jaw (except Alveolar Process)	0.20
		Two or More Ribs, Fingers or Toes	0.15
		Bones of Face or Nose	0.15
		One Rib, Finger or Toe	0.07
		Coccyx	0.07

## EXCLUSIONS AND LIMITATIONS

The EXCLUSIONS AND LIMITATIONS provision of the policy applies to this rider.

### TERMINATION

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 800-521-3535.

## EMERGENCY ROOM SERVICES RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Emergency room** means a hospital area equipped and staffed for the reception and prompt treatment of acute illness, trauma, other medical emergencies, and major life threatening emergencies. An emergency room has immediate access to operating rooms and critical care units and provides 24-hour care, 7 days per week. An emergency room also includes a satellite emergency center of a hospital.

**Policy** means the policy to which this rider is attached.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

### BENEFIT

We pay the following benefit for a loss if, while this rider is in force, a covered person sustains an injury as a result of an off the job accident. The injury must be diagnosed by a physician and the service described below must be provided or received within 180 days of the covered accident. Any loss not stated in the BENEFIT provision is not covered under this rider. The service must be received in the United States or its territories.

**Emergency Room Services:** We pay the amount shown on page 3 of the policy if a covered person, as a result of an injury, receives emergency room services. This benefit is payable only once per covered person, per accident.

### EXCLUSIONS AND LIMITATIONS

The EXCLUSIONS AND LIMITATIONS provision of the policy applies to this rider.

### TERMINATION

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 800-521-3535.

## OUTPATIENT PHYSICIAN'S TREATMENT FOR ACCIDENT AND PREVENTIVE CARE BENEFIT RIDER

This rider is issued in consideration of the rider premium and the written request for the rider. Benefits are paid in addition to the benefits of the policy to which it is attached. Benefits are subject to all of the terms, conditions and provisions of the policy. All terms defined and used in the policy apply to this rider unless otherwise provided in this rider.

### DEFINITIONS

**Policy** means the policy to which this rider is attached.

**Preventive care** means services provided to prevent disease and maintain health, including early diagnosis of disease, discovery and identification of people at risk of development of specific problems, counseling and other necessary intervention to avert a health problem. These services are consistent with those considered preventive health services by group health plans or health insurers offering group or individual health coverage. Such may include screening tests, health education and immunizations. Any service intended to treat an existing illness, injury or condition is not preventive care.

**Rider date** means the effective date of coverage under this rider. The rider date is the policy effective date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our home office in accordance with our coverage dating rules in effect at the time this rider is issued.

### BENEFIT

We pay the following benefit while this rider is in force. No other benefits are covered under this rider. Treatment must be received in the United States or its territories.

**Outpatient Physician Treatment:** We pay the amount shown on page 3 of the policy for each day a covered person is treated by a physician outside of a hospital for:

1. an injury sustained as a result of an off the job accident; or
2. preventive care.

This benefit is payable only once per day per covered person, and is limited to:

1. 2 days per covered person, per calendar year; and
2. a maximum of 4 days per calendar year if coverage includes eligible dependents.

### EXCLUSIONS AND LIMITATIONS

We will not pay any benefits for any injury that is caused by, contributed to by or results from:

1. an injury incurred prior to the covered person's effective date of coverage subject to the INCONTESTABILITY provision; or
2. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
3. suicide, or any attempt at suicide, whether sane or insane; or
4. intentionally self-inflicted injury or action; or
5. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
6. engaging in an illegal occupation or committing or attempting to commit an assault or felony; or
7. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway; or
8. any injury sustained while the covered person is under the influence of alcohol or any drug, unless administered and taken as prescribed by a physician; or
9. an injury that occurred as a result of an on the job accident.

Any injury incurred while a covered person is an active member of the Military, Naval, or Air Forces of any country or combination of countries is not covered.



## TERMINATION

The insured employee's or member's coverage under this rider terminates at the earliest of:

1. the date the group policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day the insured employee or member is actively employed with the employer or a member in good standing in the labor union, association or other entity that is the policyholder, except as provided under the TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE provision; or
4. the date the insured employee or member is no longer in an eligible class; or
5. the date the insured employee's or member's class is no longer eligible; or
6. the date of our discovery of fraud or material misrepresentation in the presentation of a claim under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President



## ***Important Privacy Policy Notice***

At Allstate Benefits (“AB”), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information (“customer information”) that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we’ve asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

### **What do we do with your information?**

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

**What kind of customer information do we have, and where did we get it?**

Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

**How do we protect your customer information?**

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

**How can you find out what information we have about you?**

You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

AB  
 Policyholder Services (Privacy Section)  
 1776 American Heritage Life Drive  
 Jacksonville, FL 32224-6687

**If you are an Internet user ...**

Our website, [www.allstateatwork.com](http://www.allstateatwork.com), provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing [www.allstateatwork.com](http://www.allstateatwork.com), please be sure to read the Privacy Statement that appears there. To learn more, the [www.allstateatwork.com](http://www.allstateatwork.com) Privacy Statement provides information relating to your use of the website. This includes, for example:

- 1) our use of online collecting devices known as “cookies”;
- 2) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 3) who should use our website;
- 4) the security of information over the Internet;
- 5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact your agent or write us at:

AB  
 Policyholder Services (Privacy Section)  
 1776 American Heritage Life Drive  
 Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company	Holiday Life Insurance Company
Bluegrass Life Insurance Company	Kentucky Home Mutual
Acme United Insurance Company	Keystone State Life
SMA Life Assurance Company	National Guardian Life



## 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.**

**EFFECTIVE APRIL 14, 2003**

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to maintain the privacy of our Plan's customers' Protected Health Information, to provide those customers with notice of our legal duties and privacy practices with respect to Protected Health Information, and to send notification to affected customers if there is a breach of unsecured Protected Health Information. If your state provides privacy protections that are more stringent than those provided by HIPAA, we will maintain your Protected Health Information in accordance with the more stringent state standard.

This Notice applies to "Protected Health Information" associated with "Health Plans" issued by American Heritage Life Insurance Company.

This Notice describes how we may use and disclose Protected Health Information to perform claims handling, payment, general insurance operations, and for other purposes that are permitted or required by law. Use or disclosure of your Protected Health Information for the purposes described in this Notice may be made in writing, orally, or by electronic means.

We are required to abide by the terms of this Notice. However, we may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all of your Protected Health Information that we maintain, including any information we created or received prior to issuing the new notice. If we make a material revision to our Privacy Notice, copies will be sent to you if you are then currently insured under our Plan.

Protected Health Information means information about you that is created or received by us and during the administration of coverage under the Plan, which identifies you or for which there is a reasonable basis to believe the information can be used to identify you and that relates to:

- 1) the past, present or future physical or mental health condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present or future payment for the provision of health care to the individual.

### **Uses and Disclosures of Protected Health Information With Your Written Authorization**

Except as described in the next section of this Notice, we will not use or disclose your Protected Health Information for any purpose unless you have signed a form authorizing the use or disclosure. For example, most uses and disclosures of psychotherapy notes, uses and disclosures of Protected Health Information for marketing purposes, and disclosures that constitute a sale of Protected Health Information will be made only with your authorization. You have the right to revoke that authorization in writing at any

time, except to the extent that we have already taken action in reliance on the authorization; or the authorization was obtained as a condition of obtaining coverage, to the extent that other law allows the insurer to contest a claim under the policy or the policy itself.

### **Uses and Disclosures of Protected Health Information Without Your Written Authorization**

**For Payment.** We may make use of and disclose your Protected Health Information without your written authorization as may be necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims or certify these services are covered under your Plan.

**For Plan Administrative Operations.** We may make use of and disclose your Protected Health Information without your written authorization as necessary for our Plan administrative operations. Plan administrative operations include our usual business activities, examples of which are management, licensing, peer review, quality improvement and assurance, enrollment, underwriting, reinsurance, compliance, auditing, rating, claims handling, complaint handling and other functions related to your Plan. We are prohibited from using or disclosing genetic information for underwriting purposes.

**To Individuals Involved In Your Care.** We may, without your written authorization, for the purposes of treatment, payment or Plan administrative operations, disclose the fact that you are covered under a Plan or that payment has been processed to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would not disclose any Protected Health Information which is not directly relevant to that person's involvement with your care or with payment for your care.

If you have designated a person to receive information regarding payment of the premium or pay premium via credit card, we may inform that person or credit card facility when your premium has not been paid or received by us.

We may also disclose limited Protected Health Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**To Our Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these may include, but are not limited to our duly appointed insurance agents, financial auditors, reinsurers, legal services, enrollment and billing services, claim payment and medical management services. We may provide access to your Protected Health Information without your written authorization to one or more of these outside persons or organizations who assist us with payment or Plan administrative operations. We require these business associates to appropriately safeguard the privacy of your information.

**To Plan Sponsors.** If you are enrolled in a group health plan, we may share summary health information with your employer, union, or other employee organization that sponsors and maintains the group health plan, for purposes of obtaining premium bids; or modifying, amending, or terminating the group health plan; or enrollment and disenrollment information. Summary health information excludes genetic information.

**For Other Products and Services.** We may contact you without your written authorization to provide information regarding Plan upgrades or additional benefits that may be of interest to you. For example, we may use the fact that you currently are insured under a Plan for the purpose of communicating to you about changes to our Plan or products that could enhance or add value to existing coverage.

**For Disclosure With Authorization.** Unless otherwise excluded in this notice, we will not disclose any other Protected Health Information to any person or entity not specifically mentioned elsewhere in this Notice without your express written authorization.

**For Other Uses and Disclosures.** We are permitted or required by law to make some other uses and disclosures of your Protected Health Information without your authorization. We may release your Protected Health Information:

- if required by law to a government authorized health oversight agency or company conducting audits, investigations, or civil or criminal proceedings.
- if required to do so by a court or administrative ordered subpoena or discovery request. In most cases you will have notice of such a release.
- for public health activities, such as required reporting of disease, injury, birth and death and for required public health investigations.
- as required by law if we suspect child abuse or neglect or if we believe you to be a victim of abuse, neglect or domestic violence.
- to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls.
- to law enforcement officials as required by law to report wounds, injuries or crimes.
- to coroners, medical examiners and/or funeral directors consistent with law.
- for a national security or intelligence activity or, if you are a member of the military, as required by the armed forces.
- to workers' compensation agencies or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

### **Your Rights**

**Right to Inspect and Copy Your Protected Health Information.** You may have access to our records that contain your Protected Health Information in order to inspect and obtain copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you desire access to your records, please obtain a record request form from our Privacy Officer and submit the completed form to our Privacy Office. If you request copies, we may charge you copying and mailing costs. If you request a copy of your Protected Health Information in electronic form, we will provide it to you electronically only if the record is readily producible in electronic form.

**Right to Amend Your Protected Health Information.** You have the right to request that we amend your Protected Health Information maintained in our enrollment, payment, claims adjudication and case or medical management records, or other records we use to make decisions about you. If you desire to amend these records, please obtain an amendment request form from our Privacy Officer and submit the completed form to our Privacy Office. We will comply with your request unless special circumstances apply. If your physician or other health care provider created the information that you desire to amend, you should contact the provider to amend the information.

**Right to an Accounting of the Disclosures of Your Protected Health Information.** Upon request, you may obtain an accounting of certain disclosures of your Protected Health Information made by us on or after April 14, 2003, excluding disclosures made earlier than six years before the date of your request. If you request an accounting more than once during any 12 month period, we will charge you a reasonable fee for the subsequent accounting statements.

**Right to Request Confidential Communications.** We will accommodate your reasonable request to receive communications of your Protected Health Information from us by alternative means of communication or at alternative locations if the request clearly states that disclosure of that information could endanger you.

**Right to Request Restrictions on Use and Disclosure of Your Protected Health Information.** You have the right to request restrictions on some of our uses and disclosures of your Protected Health Information to family members and others involved in your care or payment for care; or some of our uses and disclosures used to carry out treatment, payment, or Plan administrative operations, by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination of an agreed-to restriction by us, we will notify you of such termination, but the termination will only be effective for Protected Health Information we receive after we have notified you of the termination. You also have the right to terminate any agreed-to restriction by contacting us using the "Contact Information" provided at the end of this Notice.

**Personal Representatives.** You may exercise your rights through a personal representative who will be required to produce evidence of his or her authority to act on your behalf. Proof of authority may be made by a notarized power of attorney, a court order of appointment of the person as your legal guardian or conservator, or if you are the parent of a minor child. We reserve the right to deny access to your personal representative.

**Right to Receive Paper Copy of this Notice.** You may obtain a copy of this Notice. You may obtain a paper copy of this Notice even if you agreed to receive such notice electronically. Please contact us and we will mail it to you.

### **Complaints**

If you believe your privacy rights have been violated, you can file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the Plan, send it in writing to the "Contact Information" at the address listed at the end of this Notice. There will be no retaliation for filing a complaint.

You may obtain a copy of this Notice by writing to us at the contact address below.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, you may contact:

Allstate Benefits  
Attn: HIPAA Privacy Officer  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224

Or, you may telephone the Customer Care Center at 1-800-521-3535.