

***CAST & CREW OPEN HEALTH***

*JANUARY 1, 2019*

***Life and Accidental Death and  
Dismemberment Insurance***

## **COMPLAINT NOTICE**

**Should you have any complaints or questions regarding your coverage, and this certificate was delivered by a broker, you should first contact the broker. You may also contact us at:**

**Anthem Blue Cross Life and Health Insurance Company  
Customer Service  
21555 Oxnard Street  
Woodland Hills, CA 91367  
1-800-552-2137**

**If the problem is not resolved, you may also contact the California Department of Insurance at:**

**California Department of Insurance  
Claims Service Bureau, 11th Floor  
300 South Spring Street  
Los Angeles, California 90013**

**1-800-927-HELP (4357) – In California**

**1-213-897-8921 – Out of California**

**1-800-482-4833 – Telecommunication Device for the Deaf**

**E-mail Inquiry: “Consumer Services” link at  
[www.insurance.ca.gov](http://www.insurance.ca.gov)**





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## SUMMARY OF BENEFITS

This summary provides a brief outline of your benefits. You need to refer to the entire certificate, and the *policy*, for complete information about the benefits, conditions, limitations and exclusions of your *plan*.

### EMPLOYEE LIFE INSURANCE

A benefit is payable under this coverage if you die from any cause. If you are totally disabled when your insurance ends, there are special provisions that may extend your death benefit protection. Under certain conditions, you may convert your life insurance to an individual policy.

**Amount of Insurance** .....\$25,000

**Amount Limitation on Account of Age**—When you are the limiting age shown below, your amount of insurance is limited. It is the limited percentage of the amount for which you would then be insured if there were no limitation. If you reach a limiting age while insured, this limitation will not apply until the first day of the month following your attainment of that age.

Limiting Age	Limited Percentage
65	65%
70	50%

The HOW COVERAGE BEGINS: ELIGIBILITY DATE: DELAY OF EFFECTIVE DATE section does not apply to this provision.

### ACCELERATED DEATH BENEFIT

This Accelerated Death Benefit is **NOT** long-term care coverage or nursing home coverage. You may use your Accelerated Death Benefit for any purpose.

**EMPLOYEE LIFE INSURANCE WILL BE REDUCED IF YOU ARE PAID AN ACCELERATED DEATH BENEFIT.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.**

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY BE TAXABLE.**

**Amount of Insurance**—Your Accelerated Death Benefit amount is equal to the lesser of:

1. 75% benefit of the amount of Employee Life Insurance to which you are entitled on the date you apply in writing for this benefit; or
2. \$250,000.

However, the minimum Accelerated Death Benefit we will pay is \$7,500.

For each amount paid to you as an Accelerated Death Benefit the amount of employee life insurance under the *policy* will be reduced by that amount.

If the amount of your Employee Life Insurance is scheduled to reduce within 12 months following the date you apply for a Accelerated Death Benefit, your Accelerated Death Benefit will be based on the reduced amount.

#### **EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The coverage pays benefits for loss of your life, sight, hand, or foot caused by accidental bodily *injury*. The amount payable depends on the type of the loss. The most that will be paid for all losses resulting from *injuries* sustained by you in any one accident is your amount of insurance.

**Amount of Insurance**—An amount equal to your amount of Employee Life Insurance.

#### **GENERAL INFORMATION**

**Contributions**—Your insurance is *non-contributory insurance*.

#### **Anthem Blue Cross Life and Health's Address**—

Anthem Blue Cross Life and Health Insurance Company  
Group Services  
P.O. Box 70000  
Van Nuys, California 91470

## **EMPLOYEE LIFE INSURANCE**

### **DEATH BENEFIT**

We will pay a benefit if you die while insured by this coverage. This death benefit will be paid to your *beneficiary* when due written proof of your death is received by us. The needed claim forms may be obtained from the *group* or us. See the SUMMARY OF BENEFITS of this certificate for the amount of death benefit to be paid.

### **BENEFICIARY**

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the plan's records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any *beneficiary* cease if he or she dies before you do.

### **Alternate Payment Provisions**

If there is no living *beneficiary* when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of your estate. If there is no executor or administrator, we may at our option: (a) pay the benefit to your then living spouse or legally registered domestic partner; or (b) if there is no living spouse or legally registered domestic partner, pay equal shares of the benefit to your then living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to give a valid receipt for the payment. If so, we may elect instead to pay up to \$50 of that benefit per month to another person or institution. But that other person or institution must appear to us to have assumed custody and principal support of the payee. Such payments will cease when a claim for the unpaid balance is made by a duly appointed guardian or committee of the payee. We will be discharged to the extent of any such payments made in good faith.

It may be that one or more persons have incurred expenses for your fatal condition or burial. If, in our judgement this is true, then we may apply part of any death benefit toward reimbursement of such persons. But the total

amount of death benefit so applied shall not be more than \$500. Then, your *beneficiary* will receive only the unpaid balance of the death benefit. We will be discharged to the extent of any such payments made in good faith.

### **TOTAL DISABILITY PREMIUM WAIVER**

Normally, the *group* must pay us a premium for each period that you are insured. This section tells how your employee life insurance can be continued without premiums after Elimination Period if you become totally disabled before your 60th birthday.

Here, the term "totally disabled" means that during the Elimination Period, due to an *injury or illness*:

1. You are unable to do the duties that:
  - a. are normally required for the performance of your own or any occupation; and
  - b. cannot be reasonably omitted or modified from any occupation;for which you are or may become reasonably qualified by education, training, or experience; and
2. You are receiving medical care and treatment that meets all of the following from a *physician* for that *injury or sickness*:
  - a. It is received from a *physician* whose expertise, medical training and clinical experience are suitable for treating your disability;
  - b. It is deemed medically necessary and appropriate to meet the needs of your disability;
  - c. It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical, research and health care organizations and governmental agencies;
  - d. It is consistent with the diagnosis of your condition; and
  - e. Its purpose is maximizing your medical improvement and aiding in your return to work, if possible.

The loss of a professional license, occupational license or certification does not in itself mean you are disabled. Loss of your occupation due to economic factors such as, but not limited to, recession, job elimination, pay cuts and job-sharing will not be considered.

“**Elimination Period**” is the period that you must have been continuously totally disabled before we waive insurance premiums under this provision. The elimination period is the lesser of **6** months or the consecutive months

preceding the date of death. The elimination period begins on the day that you become totally disability under this coverage.

### **Proof Required Within 12 Months**

Within the first 12 months that you are totally disabled, but have not died, due written proof must be given that:

1. You became totally disabled while insured and before your 60th birthday; and that
2. You have continued to be totally disabled for at least the Elimination Period, but less than 12 months.

Such proof may be given by you or someone acting for you. When we receive that proof, we will provide employee life insurance for you without premiums while it is shown that you remain totally disabled.

While your employee life insurance is provided without premiums, due proof that you remain totally disabled will be required at reasonable intervals. Such proof will be required at least once a year. We, at our expense, may also require that you be examined by our *physician* at reasonable intervals. Such exams by a *physician* will not be more often than once a year after your insurance has been provided without premiums for two years.

If you die while your employee life insurance is provided without premiums, we will pay a death benefit. Due written proof is required that you remained totally disabled until your death occurred. When that proof is received, we will pay that death benefit to your *beneficiary*.

### **Amount Of Benefit Provided**

The amount of employee life insurance provided for you without premiums will normally be the amount for which you were insured under this coverage when you became totally disabled. But, the SUMMARY OF BENEFITS of this certificate may require that life insurance amounts be reduced at a certain age or upon retirement; in such case, your insurance provided without premiums will be so reduced when those events occur.

One other factor may affect your amount of employee life insurance provided without premiums. A right to convert your life insurance under this coverage to an individual policy is explained later. Any part of your life insurance that you may have converted will not be provided without premiums unless:

1. You were totally disabled when you applied to convert; and
2. You return the individual policy to us with no claim other than a refund of the premiums you paid for it.

### **When A Premium Waiver Ceases**

Insurance provided for you without premiums will cease when any of these events occur:

1. You are no longer totally disabled; or
2. Due written proof that you remain totally disabled is not provided when required by us; or
3. You do not allow a *physician* to examine you when required by us.

Your insurance will also cease if you reach normal retirement age, but not prior to age 65. But an exception will be made if the HOW COVERAGE BEGINS AND ENDS section of this certificate says that your employee life insurance is continued during retirement.

When your insurance without premiums ceases, you may be entitled to the RIGHT TO CONVERT provision explained later in this coverage. That RIGHT TO CONVERT provides insurance for the next 31 days. During that time:

1. If you again become an *insured employee*, you may not convert your insurance. But your employee life insurance that requires premiums will be resumed.
2. If you do not become an *insured employee*, you may convert to an individual policy of life insurance. It will be as though your employment had ceased when your insurance without premiums ceased. The things you must do to obtain such a policy are discussed in the RIGHT TO CONVERT provision.

While you are totally disabled, it may happen that:

1. The *policy* is discontinued; or
2. The *policy* is changed to terminate employee life insurance.

In either event, while you continue to be totally disabled, you will have the same rights as though this life insurance was still in effect.

### **RIGHT TO CONVERT**

If your employee life insurance ceases or is reduced, you could have a right to "convert" that group insurance to an individual policy. This section tells when you may acquire that right. **Note that your prompt application is required at that time.**

## **Changes In Your Status**

You can obtain an individual policy of life insurance if all or part of your employee life insurance under the *policy* ceases for certain reasons. Those reasons are:

1. Termination of your active employment with the *group*;
2. Your transfer to a class of ineligible employees or a class of employees with a smaller amount of life insurance; or
3. Your attainment of an age at which the coverage requires life insurance to be reduced.

Health evidence will not be required. But you must apply in writing and pay the first premium to us within 31 days after that employee life insurance ceased.

Such an individual policy will not include disability benefits. The policy shall be one of the forms then normally being issued by us except term insurance. At your option, the amount of your policy may equal or be less than your employee life insurance that ceased under the group policy, but, not less than \$2,000. The premium will be determined by the form and amount of your policy, as well as by your class of risk and age on its effective date.

## **Group Policy Termination Or Change**

All or part of your employee life insurance under this plan may cease because:

1. The *policy* is terminated; or
2. The *policy* is changed to exclude your class of employees.

If you are totally disabled (as defined below) when your insurance ceases for one of these reasons, you may exercise this RIGHT TO CONVERT just as though your status had changed as discussed before in this section. But the amount of your individual policy will not exceed: (a) the amount of your employee life insurance that ceased under this plan; reduced by (b) any amount of life insurance for which you are or become eligible under this or another group insurance plan within the next 31 days.

If you are not totally disabled when your insurance ceases for one of these reasons, you may obtain an individual policy only if: (a) you have been insured by this plan for at least five years; and (b) your employee life insurance was not fully replaced by this or another group insurance plan within the next 31 days. If these conditions are met, all other terms of this RIGHT TO CONVERT will apply as though your status had changed; but the amount of your individual policy will not exceed \$2,000.

As used here, the term "totally disabled" means that an *injury* or *illness* prevents you from performing any occupation for which you are qualified by education, training or experience. If you can engage in any such occupation, you are not deemed to be "totally disabled".

### **Death While Eligible To Convert**

Any individual policy issued to you under this RIGHT TO CONVERT provision will become effective at the end of the 31 day period allowed for you to apply. If you should die during that 31 days, a death benefit will be paid by this coverage. This is true regardless of whether you applied for an individual policy. The amount of benefit payable will be the full amount you were entitled to convert. The benefit will be paid to the *beneficiary* you last named, whether for the group policy or a conversion policy.

### **ACCELERATED DEATH BENEFIT**

The *policy* provides an accelerated death benefit. You may elect to receive a portion of your employee life insurance benefit while you are still living. This accelerated death benefit will be paid, provided:

1. You are in a class eligible for this benefit as shown in the SUMMARY OF BENEFITS;
2. You elect the benefit in writing on the form provided by us;
3. You submit to us written certification from a *physician* that you have a life expectancy of 12 months or less, and we approve this certification.

We reserve the right to have you examined by one or more *physicians* of our choice in connection with your claim for a accelerated death benefit. Such an examination will be done at our expense.

See the SUMMARY OF BENEFITS in this certificate to determine the maximum amount of accelerated death benefit you may elect.

### **Payment Provisions**

The accelerated death benefit must be paid to you during your lifetime. You may elect less than the maximum benefit, but you can receive an accelerated death benefit only once. Payment will be made in one lump sum to you. If you have received an accelerated death benefit and then you recover from the qualifying condition, you will not be required to refund the benefit paid to you.

### **Effect of Payment on Other Benefits**

The amount of your employee life insurance will be reduced by the amount of accelerated death benefit paid to you. The remaining employee life insurance benefit, if any, will be paid in accordance with the terms of the *policy*. Any amount of employee life insurance you may have a right to

convert, as explained later in this coverage, will be reduced by the amount of accelerated death benefit paid to you. The accelerated death benefit paid to you does not affect the amount of your employee accidental death and dismemberment insurance.

### **Payment of Premium**

Premium payments must continue, and will be based on the reduced amount of your employee life insurance.

When the *group* stops paying premium for you, you are no longer eligible for an accelerated death benefit unless:

1. Your *physician* certifies that the qualifying condition was present before the date that premium payments ceased;
2. Your *physician* certifies that you have a life expectancy of 12 months or less from the date that premium payments ceased; and
3. You apply for an accelerated death benefit within 31 days from the date that premium payments ceased.

However, you will again be eligible for a accelerated death benefit when you are approved for the TOTAL DISABILITY PREMIUM WAIVER which is explained in this coverage.

### **Exclusions**

The accelerated death benefit will not be paid if:

1. You submit written certification from your *physician* that you have a life expectancy of 12 months or less, and we disapprove this certification;
2. The reason for your life expectancy being 12 months or less is due to:
  - a. Your attempted suicide, while sane or insane; or
  - b. Your intentionally self-inflicted injury;
3. You have received an accelerated death benefit under the *policy*;
4. You are required by law or court order to use your employee life insurance benefit to meet the claims of creditors, whether in bankruptcy or otherwise;
5. You live in a community property state, and we have not received consent in writing from your spouse;
6. You are divorced, and as a part of your court approved divorce agreement all or part of your employee life insurance must be paid to your children or former spouse; or

7. You have assigned your rights under the employee life insurance coverage to an assignee or an irrevocable *beneficiary*, and we have not received consent, in writing, that the assignee or irrevocable *beneficiary* has agreed to payment of the accelerated death benefit to you.

## **EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **ACCIDENTAL DEATH BENEFIT**

We will pay a benefit if your death occurs under these conditions:

1. the death is a result of your accidental *injury*; and
2. the *injury* occurred while you were insured by this coverage; and
3. the death occurred within 180 days of the *injury*.

This accidental death benefit will be paid when we receive due written proof that your death occurred under the conditions stated in this section. The benefit will be paid to your *beneficiary*. This benefit is the "full amount" of your accidental death and dismemberment insurance in effect under the terms of the SUMMARY OF BENEFITS of this certificate on the date the accident occurred.

### **BENEFIT FOR LOSS OF FINGERS, HAND, FOOT, HEARING, SPEECH OR SIGHT OR LOSS OF USE DUE TO QUADRIPLEGIA, PARAPLEGIA, HEMIPLEGIA OR UNIPLEGIA**

We will pay a benefit if you incur the permanent loss of a finger, hand, foot, hearing, speech, or sight or loss of use due to paralysis of the arms and/or legs under these conditions:

1. The loss is a result of your accidental *injury* which occurred while you were insured by this coverage; and
2. The loss occurred within 365 days of the *injury*; and
3. An accidental death benefit is not payable by this coverage for the same accident.

The benefit will be paid to you when we receive due written proof of a loss as specified in this section. Your "full amount" of accidental death and dismemberment insurance will be determined under the terms of the SUMMARY OF BENEFITS of this booklet as of the date the accident occurred. The benefit to be paid is that full amount or a fraction of it as shown in the schedule below. Payment will be made for each loss without regard to prior losses. But, the total benefit to be paid for two or more losses in any one accident will not exceed your full amount of accidental death and dismemberment insurance under the *policy* on the date the accident occurred.

## **SCHEDULE OF LOSSES AND BENEFITS**

Your full amount of coverage is payable for:

- The permanent loss of both hands; or
- The permanent loss of both feet; or
- The permanent loss of sight of both eyes; or
- The permanent loss of one hand and sight of one eye; or
- The permanent loss of one foot and sight of one eye; or
- The permanent loss of one hand and one foot; or
- The permanent loss of hearing and speech; or
- Quadriplegia; or
- Paraplegia; or
- Hemiplegia.

One-half of your full amount is payable for:

- The permanent loss of one hand; or
- The permanent loss of one foot; or
- The permanent loss of sight of one eye; or
- The permanent loss of hearing in both ears; or
- The permanent loss of speech.

One-quarter of your full amount is payable for:

- The permanent loss of thumb and index finger of same hand; or
- The permanent loss of thumbs of both hands; or
- The permanent loss of all four fingers of one hand; or
- Uniplegia.

One-eighth of your full amount is payable for:

- The permanent loss of the toes of one foot.

Reference to loss of a hand means severance at or above the wrist.  
Reference to loss of a foot means severance at or above the ankle.  
Reference to loss of sight means total loss of sight which cannot be recovered.

Reference to loss of hearing means total loss of hearing which cannot be recovered.

Reference to loss of speech means total loss of speech which cannot be recovered.

Reference to loss of thumb and index finger or all four fingers of one hand means severance at or above the metacarpophalangeal joints.

Reference of loss of toes of one foot means severance at or above the metatarsophalangeal joints.

Reference to quadriplegia means total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to paraplegia means total paralysis of both lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to hemiplegia means total paralysis of upper and lower on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.

Reference to uniplegia means total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

### EXCLUSIONS

No benefit will be paid by this coverage for a death or loss that results from, or that is caused directly, wholly or partly by:

1. An *illness* or mental *illness*.
2. Medical or surgical treatment of *illness*, whether the loss results directly or indirectly from the treatment;
3. Any infection, unless it is pyogenic and occurs through and at the time of an accidental cut or wound;
4. Suicide or attempted suicide, while sane or insane.
5. Intentional self-injury.
6. Commission of, or attempt to commit, an assault or felony.
7. A war, or any act of war.

“War” means declared or undeclared war and includes resistance to armed aggression.

8. Participation in a riot.

“Riot” means all forms of public violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether there was common intent or not and it does not matter whether or not damage to person or property or unlawful act was the intent or the consequence of such disorder.

9. Being under the influence of any drug or substance. Conviction is not necessary for determination of being under the influence. This does not apply if you are using a drug or substance prescribed for you by a *physician*.

“Drug or substance” means any drug, narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug

Abuse Prevention and Control Act of 1970, as such act now exists, or is amended from time to time.

10. Being intoxicated. Conviction is not necessary for determination of being intoxicated.

“Intoxicated” means being legally intoxicated as determined by the laws of the jurisdiction where the accident occurred.

#### **ADDITIONAL BENEFIT FOR COMA**

##### **Employee Only**

We will pay a benefit if you enter a coma under these conditions:

1. The coma is a result of your accidental *injury* which occurred while you were insured by this coverage; and
2. The coma lasts continuously for at least 31 days.

The additional amount payable due to a coma is the lesser of:

- 1% of the full amount of accidental death and dismemberment insurance determined by the SUMMARY OF BENEFITS for each month that you are in a coma; or
- 1% of the difference between the full amount of insurance and the amount of any benefits paid for any loss other loss arising out of the same accident and payable under this coverage.

In no event shall the total amount paid for all benefits exceed the full amount of insurance.

The additional benefit will be payable annually for each month of continuous coma, but, in no event more than 96 months on behalf of you. No benefit will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition.

The Additional Benefit for Coma will be calculated at 1/30<sup>th</sup> of the monthly Additional Benefit for Coma for each day during a period of coma of less than a full month.

If, after qualifying for the Additional Benefit for Coma, you suffer another loss covered under this coverage, due to the same accident that caused the comatose condition, the benefit paid for such other loss will be the benefit stated in the Schedule of Losses and Benefits reduced by the total amount of benefits paid, including this Additional Benefit for Coma paid, with respect to you as a result of that accident. If you continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma will be re-determined in accordance with the calculation stated above. Only one Additional Benefit for Coma will be paid

for any one month of a coma, regardless of the number of injuries contributing to or causing the coma.

We will require monthly proof of the continuing comatose condition. We retain the right to investigate to determine whether the coma exists and continues.

The Additional Benefit for Coma for the employee will be paid to the *beneficiary* if the employee is dead. If the employee is in a coma at the time of payment, the Additional Benefit for Coma will be paid to the court appointed legal guardian or conservator of your finances.

“Coma” and “Comatose” mean a profound state of unconsciousness from which you cannot be aroused to consciousness, even by powerful stimulation, as determined by a *physician*. You must be confined in a medical facility during a coma.

#### **ADDITIONAL BENEFIT FOR ACCIDENTAL INJURY WHILE USING A COMMON CARRIER FOR TRANSPORTATION**

This benefit is payable for your loss if a benefit is otherwise payable for the loss under the other terms of this coverage or would be payable except for the Limitation Per Accident of those terms. But, this benefit is payable only if you sustained the accidental *injury* resulting in the loss while a fare paying passenger in or on a public vehicle provided by a common carrier for passenger service.

The additional amount payable is equal to your 25% of your amount of insurance under this coverage.

**Common Carrier** means a government licensed and regulated entity that is in the business of transporting fare paying passengers. The term common carrier does not include:

- Chartered or other privately arranged transportation; or
- Taxis; or
- Limousines.

#### **ADDITIONAL BENEFIT FOR REPATRIATION OF REMAINS**

This additional benefit is payable if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of these terms. But, this benefit is only payable if the following conditions are met:

1. Your accidental death occurred more than 75 miles from your principal residence.

2. One or more persons have incurred expenses for the preparation and transportation of your remains to a mortuary for burial.

We will pay an additional benefit toward reimbursement of the expenses incurred by the person or persons who incurred them preparing and transporting your remains to a mortuary for burial. The total amount of the additional benefit for repatriation of remains will not be more than \$5,000.

#### **ADDITIONAL BENEFIT FOR USING A SEAT BELT**

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
  - a. Intoxicated;
  - b. Impaired; or
  - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were using an unaltered seat belt or lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacture's specifications.
5. Conclusive proof, such as a police accident report, is provided that the belt or restraint was being worn by you at the time of the accident.

The additional amount payable is equal to 10% of your amount of insurance under this coverage, but, not more than \$15,000.

### **ADDITIONAL BENEFIT FOR HAVING AN AIR BAG**

This additional benefit is payable for your loss of life if a benefit is payable for the loss under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. But, this benefit is payable only if all of these conditions are met:

1. You were a driver or passenger in a motor vehicle.
2. The motor vehicle you were riding in was being operated by a licensed driver.
3. The driver of the motor vehicle you were riding in was not:
  - a. Intoxicated;
  - b. Impaired; or
  - c. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas, fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as it now exists or may be amended from time to time.

Intoxication and impairment will be determined by the laws of the state where the accidental *injury* was sustained. For the purpose of this part, it is not necessary for a person to be convicted of being intoxicated, impaired, or under the influence to prove such a condition existed.

4. At the time of the accident, you were riding in a vehicle with an unaltered air bag approved by the National Highway Traffic Safety Administration, which had been properly installed according to the manufacture's specifications.
5. Conclusive proof, such as a police accident report, is provided that the air bag was operational at the time of the accident.

The additional amount payable is equal to 10% of your amount of insurance under this coverage, but, not more than \$10,000.

### **ADDITIONAL BENEFIT FOR YOUR CHILDREN'S EDUCATION**

We will pay an additional benefit for the education of certain of your *children* if a benefit is payable for your loss of life under the other terms of this Accidental Death and Dismemberment Insurance coverage or would be payable except for any limitation per accident of those terms. This benefit is payable only if, at your death, you have a *child* who is:

1. A full-time student in a *college or technical school* program; or

2. In the 12th grade of high school and will become a full-time student in a *college or technical school* program within 12 months of your death.

The additional amount payable to a *child* is the lowest of the following amounts:

- 5% of your amount of insurance under this coverage for each *child*;
- \$5,000 per year for each *child*;
- \$40,000 for all of your qualified *children* and all years;
- The amount of expense actually incurred.

This additional benefit will not exceed a maximum of 4 years, which must run consecutively from the date of your death, with respect to any one *child*.

The initial benefit installment will be paid when your *child* provides written proof that he or she is a full-time student in a *college or technical school* program. Subsequent installments will be made each year provided your *child* continues to provide written proof that he or she is still a full-time student in a *college or technical school* program. The benefit will not be paid for expenses incurred prior to your death, or for room, board or other ordinary living, traveling or clothing expenses. If your *child* is a minor, your *child's* legal guardian may file due written proof that your child is a full-time student in a *college or technical school* program. Payment to the legal guardian will discharge our responsibility with respect to the amount so paid.

## **BENEFICIARY**

Unless you have made an assignment which limits your right to do so (see GENERAL PROVISIONS: ASSIGNMENT), you alone have the right to name your "*beneficiary*". That term means the person or persons to whom the death benefit will be paid. You may change beneficiaries at any time. To do so, written notice must be given to the *group* for entry in the *plan's* records. Then, the change will be effective on the date of the notice. But if you die before the notice is recorded, any death benefit we may have already paid will be deducted from the amount payable to the new *beneficiary*.

If you name more than one person to share any death benefit, you should tell how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any *beneficiary* cease if he or she dies before you do.

## **Alternate Payment Provisions**

If there is no living beneficiary when your death occurs, or none has been named, the death benefit will be paid to the executors or administrators of

your estate. If there is no executor or administrator, the insurer may at its option: (a) pay the benefit to your then-living spouse or domestic partner; or (b) if there is no living spouse or domestic partner, pay equal shares of the benefit to your then-living children; or (c) if there are no living children, pay the benefit in equal shares to your direct parents then living.

**NO RIGHT TO CONVERT**

If your Employee Accidental Death and Dismemberment Insurance ceases or is reduced, you can not "convert" that group insurance to an individual policy.

## HOW COVERAGE BEGINS AND ENDS

### HOW COVERAGE BEGINS

#### ELIGIBLE STATUS

The provisions describing which employees are eligible to enroll as *insured employees* under this *plan* are accordance with rules established by your employer. For specific information about your employer's eligibility rules for coverage, please contact your Human Resources or Benefits Department.

#### ELIGIBILITY DATE

**For Employees:** You become eligible for coverage in accordance with rules established by your employer. For specific information about your employer's eligibility rules for coverage, please contact your Human Resources or Benefits Department.

If, after you become covered under this *plan*, you cease to be eligible due to termination of employment, and you return to an eligible status within six months after the date your employment terminated, you will become eligible to re-enroll for coverage on the first day of the month following the date you return.

#### APPLICATION FOR ENROLLMENT

To enroll as an *employee*, you must properly file an application. An application is considered properly filed, only if it is personally signed, dated, and given to the *group* within 31 days from your eligibility date. If you do not properly file your application, your coverage may be denied.

#### EFFECTIVE DATE

Your effective date of coverage is subject to following requirements. If these requirements have been met, the date you become covered is your eligibility date.

Requirements referred to above:

1. You are eligible to be an *insured employee*;
2. Your class is included for that insurance;
3. You have met any health evidence requirement to be an *insured employee*;
4. Your insurance is not being delayed under the DELAY OF EFFECTIVE DATE section below; and
5. That insurance coverage is part of the *policy*.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

**When health evidence is required.** In any of these situations, you must give health evidence to us. This requirement will be met when we decide the evidence is satisfactory.

1. If the insurance is contributory:
  - a. You enroll more than 31 days after you are first eligible.
  - b. You enroll after any of your insurance under the *policy* ends because you did not pay a required contribution.
2. You wish to become insured for life insurance and have an individual life insurance policy which you obtained by converting your insurance under a coverage on the *policy*.
3. You have not met a previous health evidence requirement to become insured under any Anthem Blue Cross Life and Health *policy* covering *employees* of the *group*.

#### **DELAY OF EFFECTIVE DATE**

Your insurance under a coverage will be delayed if you do not meet the *actively at work requirement* on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the *actively at work requirement* and other requirements for the insurance. The same delay provision will apply to any change in your insurance that is subject to this section. If you do not meet the *actively at work requirement* on the day that change would take effect, it will take effect on the first day you meet that requirement.

#### **HOW COVERAGE ENDS**

Your coverage ends, without notice from us, as provided below:

1. If the *policy* terminates, your coverage ends at the same time. The *policy* may be canceled or changed without notice to you.
2. If the *group* no longer provides coverage for the class of *insured persons* to which you belong, your coverage ends on the effective date of that change.
3. Coverage ends at the end of the period for which premium has been paid to us on your behalf when the required premium for the next period is not paid.
4. If you voluntarily cancel coverage at any time, coverage ends on the premium due date coinciding with or following the date of voluntary cancellation, as provided by written notice to us.

5. If you no longer meet the requirements set forth in the "Eligible Status" provision of HOW COVERAGE BEGINS, your coverage ends as of the premium due date coinciding with or following the date you cease to meet such requirements.

**Exception to Item 5:**

**Leave of Absence.** If you are an *insured employee* and the *group* pays premium to us on your behalf, your coverage may continue: (i) for up to three months during a temporary leave of absence approved by the *group*; (ii) for up to six months during a temporary leave of absence due to *illness* or *injury*; or (iii) during a leave of absence that is in compliance with the Family Medical Leave Act. These time periods may be extended if required by law.

You may also be entitled to continued benefits under terms which are specified elsewhere under EMPLOYEE LIFE INSURANCE: TOTAL DISABILITY PREMIUM WAIVER and RIGHT TO CONVERT.

## GENERAL PROVISIONS

### ASSIGNMENT

You may wish to assign ownership of any death benefits to someone else. The *policy* allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance; and (c) any accidental death insurance under this plan. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named. We will not decide if an assignment does what it is intended to do. We assume no liability for the validity of any assignment and may rely solely on the assignee's statement as to his interest. Any such assignment will take effect for us only on the date it is received at our Home Office.

This paragraph applies only to insurance for which you had the right to choose a beneficiary, when you have assigned that right. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no beneficiary chosen by the assignee, it will be payable to:

1. The assignee, if living; or
2. The estate of the assignee, if the assignee is not living.

It will not be payable as stated in the BENEFICIARY section.

### CLAIM PROVISIONS

**Notice of Claim.** You, or someone on your behalf, must give us written notice of a claim within 20 days after you incur a loss under this plan, or as soon as reasonably possible thereafter.

**Claim Forms.** After we receive a written notice of claim, we will give you any forms you need to file proof of loss. If we do not give you these forms within 15 days after you have filed your notice of claim, you will not have to use these forms, and you may file proof of loss by sending us written proof of the occurrence giving rise to the claim. Such written proof must include the extent and character of the loss.

**Proof of Loss.** You must send us properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, the claim will still be considered valid if the proof is submitted as soon as reasonably possible. Except in the absence of legal capacity, we are not liable for the benefits of the *plan* if you do not file claims within the required time period. We will not be liable for benefits if we do not receive written proof of loss on time.

**Timely Payment of Claims.** Any benefits due under this *plan* shall be due once we have received proper, written proof of loss, together with such reasonably necessary additional information we may require to determine our obligation.

**Physical Examination.** At our expense, we have the right and opportunity to examine any *insured person* claiming benefits when and as often as reasonably necessary while a claim is pending.

**Legal Actions.** No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished.

**Conformity with Laws.** Any provision of the *policy* which, on its effective date, is in conflict with the laws of the governing jurisdiction, is hereby amended to conform to the minimum requirements of such laws.

#### **WORKERS' COMPENSATION INSURANCE**

The *policy* does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

#### **ENTIRE POLICY**

This certificate, including any amendments and endorsements to it, is a summary of your benefits. It replaces any older certificates issued to you for the coverages described in the SUMMARY OF BENEFITS. All benefits are subject in every way to the entire *policy* which includes this certificate. The terms of the *policy* may be changed only by a written endorsement signed by one of our authorized officers. No agent or employee has any authority to change any of the terms, or waive the provisions of, the *policy*.

**Nondiscrimination.** No person who is eligible to enroll will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, sexual orientation or identity, gender, or age.

#### **LIABILITY FOR STATEMENTS**

This limits our use of your statements in contesting an amount of an insurance for which you are insured. These are statements made to persuade us to effect an amount of insurance or accept you for insurance. They will be considered to be made, in the absence of fraud, to the best of your knowledge and belief. These provisions apply to each statement:

1. It will not be used in a contest to avoid or reduce that amount of insurance unless:

- a. It is a written application signed by you; and
  - b. A copy of that application is or has been furnished to you or your *beneficiary*.
2. It will not be used:
- a. If it relates to a claim, in the contest after that amount of insurance has been in force, before the contest, for at least two years during your lifetime.
  - b. If it relates to your insurability, to contest the validity of insurance which has been in force, before the contest, for at least two years during your lifetime.

#### **MISSTATEMENT OF AGE**

If the age of any *insured person* has been misstated, the premium may be adjusted. If the amount of insurance would be affected by such misstatement, it will be changed to the amount the *insured person* would have had at the correct age. The premium will be based on the correct age and amount.

## DEFINITIONS

The meanings of key terms used in this certificate are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in your certificate, you should refer to this section.

**Actively at work requirement** is a requirement that you be actively at work on a full time basis at the *group's* place of business, or at any other place that the *group's* business requires you to go.

**Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health)** is the company which insures the benefits of the *plan*.

**Beneficiary** means a person or entity named, in a form and manner approved by us, to receive benefits for loss of life.

**Child** is your or your *spouse's* natural child, stepchild, or legally adopted child, under twenty-six years of age.

**College or technical school** means a properly accredited two year community college, four year college or university, or an accredited post-high school trade or technical school.

**Contributory Insurance; non-contributory insurance.** Contributory insurance is insurance for which the *group* has the right to require your contributions. Non-contributory insurance is insurance for which the *group* does not have the right to require your contributions. The Summary of Benefits shows whether insurance under a coverage is *contributory insurance* or *non-contributory insurance*.

**Effective date** is the date your coverage begins under this *plan*.

**Employee insurance** means insurance on the person of an *employee*.

**Full-time employee** meets the *plan's* eligibility requirements for full-time employees as outlined under HOW COVERAGE BEGINS AND ENDS.

**Group** refers to the business entity to which we have issued this *policy*. The name of the group is CAST & CREW OPEN HEALTH.

**Illness** is any disorder of the body or mind of an *insured person*, but, not an *injury*; pregnancy, of an *insured person*, including abortion, miscarriage or childbirth.

**Injury** is physical harm to the body of an *insured person*. Injury does not include illness or infection (unless it is pyogenic and occurs through and at the time of an accidental cut or wound).

**Insured employee (employee)** is you; that is, the person who is allowed to enroll under this *plan* for himself or herself.

**Insured person** is the *insured employee*.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license.

**Plan** is the set of benefits described in this booklet and in the amendments to this booklet (if any). This plan is subject to the terms and conditions of the *policy* we have issued to the *group*. If changes are made to the plan, an amendment or revised booklet will be issued to the *group* for distribution to each *employee* affected by the change. (The word "plan" here does not mean the same as "plan" as used in ERISA.)

**Policy** is the Group Policy we have issued to the *group*.

**Prior plan** is a plan sponsored by the *group* which was replaced by this *plan* within 60 days. You are considered covered under the prior plan if you: (1) were covered under the prior plan on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this *plan's* effective date; and (3) had coverage terminate solely due to the prior plan's termination.

**We (us, our)** refers to Anthem Blue Cross Life and Health Insurance Company.

**You (your)** refers to the *insured employee* who is enrolled for benefits under this *plan*.

## SUMMARY PLAN DESCRIPTION

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA) – It is not a part of your certificate. But, this document, together with the attached Certificate, issued by Anthem Blue Cross Life and Health Insurance Company, constitutes the Summary Plan Description required by ERISA.

1. **Plan Name.** The designated name of the Plan is Cast & Crew Open Health.
2. **Plan Sponsor.** The name and address of the entity which established and maintains the Plan is:

Cast & Crew Benefit Services, LLC  
2300 Empire Avenue, 5<sup>th</sup> floor  
Burbank, CA 91504

More complete information on all Plan Sponsors is available, as specified under ERISA, from the Plan Administrator.

3. **Plan Numbers:**

The Employer's Identification Number (EIN) is 47-6663415.

The Plan Number is 501.

4. **Type of Plan.** The Plan is an employee welfare benefit plan providing group medical, dental, vision, and life benefits.
5. **Source of Plan Contributions.** The contributions necessary to finance the Plan are provided by employer.
6. **Plan Year.** The Plan's records are maintained on a plan year basis beginning each year on January 1<sup>st</sup> and ending on the following December 31<sup>st</sup>.
7. **Type of Administration/Funding.** Benefits are furnished under a life and accidental death and dismemberment plan purchased by the Plan Sponsor and underwritten by Anthem Blue Cross Life and Health Insurance Company (Anthem Blue Cross Life and Health) under which

Anthem Blue Cross Life and Health is financially responsible for the payment of claims.

Anthem Blue Cross Life and Health's address is:

Anthem Blue Cross Life and Health Insurance Company  
21555 Oxnard Street  
Woodland Hills, California 91367

Life Insurance is furnished under an insurance policy purchased by the Plan Sponsor and provided by Anthem Blue Cross Life & Health Insurance Company.

8. **Plan Administrator.** The name, address and telephone number of the Plan Administrator is:

Cast & Crew Benefit Services, LLC  
2300 Empire Avenue, 5<sup>th</sup> floor  
Burbank, CA 91504  
Shardell Cavaliere  
(818) 848-6022

9. **Agent for Service of Legal Process.** The name and address of the designated agent for the service of legal process for the Plan is:

Ashley Wilson  
2300 Empire Avenue, 5<sup>th</sup> floor  
Burbank, CA 91504

10. **Description of Benefits.** The certificate pages set forth the benefits provided under the Life and Accidental Death and Dismemberment Insurance Plan. An explanation of the benefits, benefit maximums, limitations and exclusions may be found in the sections entitled SUMMARY OF BENEFITS, EMPLOYEE LIFE INSURANCE, EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND DEPENDENTS LIFE INSURANCE.

11. **Eligibility for Participation.** The eligibility requirements for participation under the Life and Accidental Death and Dismemberment Insurance Plan are set forth in the certificate booklet in the section entitled HOW COVERAGE BEGINS AND ENDS under the subsection HOW COVERAGE BEGINS.

12. **Grounds for Ineligibility or Loss or Denial of Benefits.** Details describing the circumstances which may result in: (a) disqualification from the Life and Accidental Death and Dismemberment Insurance Plan; (b) ineligibility for benefits; or (c) denial, loss, forfeiture or suspension of benefits under the Plan are set forth and identified in the certificate booklet, as outlined below:

- Reasons for ineligibility or loss of benefits may be found in the section entitled HOW COVERAGE BEGINS AND ENDS: HOW COVERAGE ENDS.
- Benefits may be denied or adjusted if statements a Plan participant has made in connection with obtaining coverage were false (see the sections entitled GENERAL PROVISIONS: LIABILITY FOR STATEMENTS and MISSTATEMENT OF AGE).
- Information concerning situations under which benefits may be reduced or denied may also be found in the sections entitled SUMMARY OF BENEFITS, EMPLOYEE LIFE INSURANCE, EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AND DEPENDENTS LIFE INSURANCE and DEFINITIONS.

13. **Claims Procedures.** The certificate contains information on reporting claims, including the time limitations on submitting a claim. Claim forms may be obtained from the Plan Administrator or Anthem Blue Cross Life and Health. In addition to this information, ERISA applies some additional claim procedure rules. The additional rules required by ERISA are set forth below.

Anthem Blue Cross Life and Health must notify you, within 90-days after they receive your claim for benefits, that they have it and what they determine your benefits to be. If they need more than 90-days to determine your benefits, due to reasons beyond their control, they must notify you within that 90-day period that they need more time to determine your benefits. But, in any case, even with an extension, they cannot take more than 180-days to determine your benefits.

If your claim is denied in whole or in part, you will receive a written notice of the denial within 90-days after Anthem Blue Cross Life and Health has all the information they need to process your claim, if the information is received in a timely manner. (The 90-day period may be extended up to a total of 180-days if they needed more time to process your claim for reasons beyond their control.) The written notice will explain the reason for the adverse benefit determination and the plan provisions upon which the adverse benefit determination was made. You have 60-days to appeal their adverse benefit determination. Your

appeal must be in writing. Within 60-days after they receive your appeal, they must notify you of their decision about it. Their notice to you or their decision will be in writing.

**Note: You, your beneficiary, or a duly authorized representative may appeal any denial of a claim for benefits** with Anthem Blue Cross Life and Health and request a review of the denial. In connection with such a request:

- Documents pertinent to the administration of the Plan may be reviewed free of charge; and
- Issues outlining the basis of the appeal may be submitted.

You may have representation throughout the appeal and review procedure.

14. **Plan Trustees.** The name, title and business address of the Plan Trustee is:

Shardell Cavaliere  
Senior Vice President, Client Services  
2300 Empire Avenue, 5<sup>th</sup> Floor, Burbank, CA 91504

**Plan Trustees.** The name, title and business address of the Trustees of the Plan are available from the Trust at the address specified above under Plan Administrator.

15. **Nota Para Personas de Habla Española.** Este folleto contiene un sumario en inglés de sus beneficios y derechos que le corresponden a usted bajo el plan. Si usted tiene dificultad en entender alguna parte de este folleto o si tiene algunas preguntas acerca de sus beneficios, derechos o obligaciones bajo el plan, diríjase a Shardell Cavaliere al teléfono (818) 972-3289 para asistencia.

#### **STATEMENT OF ERISA RIGHTS**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

##### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other locations, such as worksites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report; the Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of your benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials requested and to pay you up to \$110 a day until you receive the materials, unless the materials are not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court, except that, any dispute concerning denial or partial denial of a claim must be resolved by binding arbitration as provided in the Plan booklet, unless otherwise prohibited under any applicable state or federal law. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are unsuccessful, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **NOTICE OF PRIVACY PRACTICES**

**Note:** The following Notice of Privacy Practices is not a part of Your Certificate of Coverage and does not modify your insured benefits.

### **STATE NOTICE OF PRIVACY PRACTICES**

We keep the health and financial information of our current and former members private as required by law, accreditation standards, and our rules. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state law to give you this notice.

#### **Your Personal Information**

We may collect, use, and share your nonpublic personal information (PI) as described in this notice. If we use or disclose PI for underwriting purposes, we are prohibited from using or disclosing PI that is genetic information of an individual for such purposes.

PI identifies a person and is often gathered in an insurance matter. Because PI is defined as any information that can be used to make judgments about your health, finances, character, habits, hobbies, reputation, career and credit, we take reasonable safety measures to protect the PI we have about you.

#### **Collection of Personal Information**

We may collect PI about you. PI may be about your health. It may also be demographic, such as your name, address, and birth date or financial, such as your credit card number. In most cases, you are our most important source for this information. We may also collect or check PI by speaking to others, such as your doctor or hospital. We may also contact other insurance companies to whom you have applied. We collect PI about your dealings with us and others acting on our behalf. This includes data

about claims, medical history, eligibility, and payment. We may collect this PI by letter, telephone, personal contact, or electronic request.

### **Sharing Personal Information**

Your PI is used to manage your coverage well. We do not share the PI of current or former members with others unless you tell us that it is OK for us to do so. We will only share PI without your OK when allowed by law. Here are some samples of when we may give PI to others:

- To third parties that do services for us. They must agree to protect your PI as required by law.
- To third parties so they can give us PI to determine eligibility for benefits or to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to spot or put a stop to criminal action, fraud, or misrepresentation.
- To our agents and brokers, other insurance companies, self-insured groups, or insurance support groups as needed to give you the right service or to carry out an insurance matter that has to do with you or a covered member of your family. For example, we may share PI with another insurance company to help manage insurance benefits. In some states, the person who gets the information is not allowed to share it with others without your OK unless you are told about it ahead of time and are given a chance to find out if your PI was shared.
- To a doctor, hospital, or other medical provider to confirm coverage or benefits. To tell you about a medical problem that you may not be aware of. To carry out an operational or service audit.
- To insurance regulatory agencies.
- In response to a court order. This includes a search warrant or subpoena.
- To law enforcement or governmental authority to protect ourselves against an act of fraud, or if we reasonably believe that illegal activities have taken place.
- To industry and professional groups who carry out actuarial and research studies. Normally, the results of such studies benefit our members and the general public. That is why we would share data for that type of purpose. PI is removed to a point that it is still useful before sharing it with researchers. If it is shared, you will not be identified in any report that results from the research. All PI given to researchers is treated in a private manner.

- To your group health plan if reasonably needed to report claims experience or carry out an audit of our services. In some states, we are only allowed to give information on a group level (no PI) for these reasons.
- To a peer review group for review of the service or conduct of a doctor, hospital, or other medical provider.
- To a policyholder to give them information on the status of an insurance matter.
- To the government to decide your eligibility for health benefits if the government may be held responsible.
- To state governments to protect the public health and welfare. But only as needed to allow them to perform their duties when reporting is required or allowed by law.
- To an affiliate when it has to do with an audit of our company, or for marketing an insurance product or service. The affiliate must agree not to share the PI for any other reason or to those who are not affiliated. In some states, we may not share health care information for these reasons. In some states, we are required to get your OK in writing before we share any PI for these reasons.
- To a party to a sale, merger, or consolidation of all or part of our business. We can only share the PI reasonably needed to allow the person getting it to make business choices about the purchase. The person who gets the PI agrees not to share it with others unless allowed by state law.
- To a person who we know has a legal or beneficial interest in an insurance policy. No medical record information is shared unless allowed by state law. Only PI reasonably needed to allow such person to protect his or her interests in such policy is shared.
- To a non-affiliated party to market a product or service. In these cases, information that has to do with your medical records, character, habits, mode of living or reputation, is not shared. The non-affiliated party will only use the limited information to market the product or service. We will only share your information in this way if we gave you the chance to opt-out (see below). In some states, and under HIPAA, we may only share your PI with third parties for marketing reasons if we get an OK in writing from you.
- As otherwise allowed or required by law.

Information obtained from a report prepared by an insurance support group may be kept by the group and made known to other persons. These

groups are companies that routinely take part in gathering data about persons just to give the data to an insurance company.

### **Opt-out Opportunity**

If we take part in an activity that would require us to give you a chance to opt-out, we will contact you. We will tell you how you can let us know that you do not want us to use or share your PI for that activity.

### **Your Rights**

Under state law, you have a number of rights that have to do with your PI.

**Access.** You may ask for access to certain recorded PI that we can reasonably locate and get for you.

**Amendment.** You may ask us to correct, change, or delete recorded PI we have if you think it is wrong.

To ask for access or to change your PI, call Customer Service at the phone number printed on your ID card. They can give you the address to send the request. They can also give you any forms we have that may help you with this process. We will need your full name, address, date of birth, all ID numbers and details about what PI you want to access or change.

### **How we protect information**

We are dedicated to protecting your PI. We set up a number of policies and practices to help make sure this PI is kept secure.

We keep your oral, written, and electronic PI safe using physical, electronic, and procedural means. These safeguards follow federal and state laws. Some of the ways we keep your PI safe include offices that are kept secure, computers that need passwords, and locked storage areas and filing cabinets. We require our employees to protect PI through written policies and procedures. The policies limit access to PI to only those employees who need the data to do their job. Employees are also required to wear ID badges to help keep people who do not belong out of areas where sensitive data is kept. Also, where required by law, our affiliates and non-affiliates must protect the privacy of data we share in the normal course of business. They are not allowed to give personal information to others without your written OK, except as allowed by law.

### **Complaints**

If you think we have not protected your privacy, you can file a complaint with us. We will not take action against you for filing a complaint.

### **Contact Information**

Please call Customer Service at the phone number printed on your ID card. They can help you apply your rights, file a complaint, or talk with you about privacy issues.

### **Copies and Changes**

You have the right to get a new copy of this notice at any time. Even if you have agreed to get this notice by electronic means, you still have the right to a paper copy. We reserve the right to change this notice. A revised notice will apply to PI we already have about you as well as any we may get in the future. We are required by law to follow the privacy notice that is in effect at this time. We may tell you about any changes to our notice in a number of ways. We may tell you about the changes in a member newsletter or post them on our website. We may also mail you a letter to tell you about changes.

Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente que aparece al dorso de su tarjeta de identificación o en el folleto de inscripción.

This Notice is provided by Anthem Blue Cross Life and Health Insurance Company.

### **VALUE ADDED SERVICES**

**Note:** The Value Added additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

The Value Added Services are provided based on negotiated agreements between the insurance company and certain service providers. Although the insurance company endeavors to make these services available to all policyholders and certificate holders as described below, modifications to our agreements with service providers may require that services be periodically modified or terminated. Such modification or termination of services may be made based on cost to the insurer, availability of services, or other business reasons at the discretion of the insurer or service providers.

### **RESOURCE ADVISOR**

When you feel pressure from everyday problems like work-related stress or family issues, Resource Advisor can help you get emotional, legal and financial support. No issue is too big or too small - and there's no extra cost to you.

**Call us – support is one phone call away 24/7**

You and your family can talk to a Resource Advisor counselor by phone who can:

- Give you advice and arrange for up to three visits with a counselor, if you need it.

- Put you in touch with a financial advisor if you have money problems.
- Connect you with a lawyer if you need legal help. You can meet by phone or in person.

### **Let us help if your identity is stolen**

If your wallet or purse is lost or your identity stolen, we'll assign a Fraud Resolution Specialist to help get your identity back and restore your good credit. Services include:

- Placing "fraud alerts" on credit reports and with creditors.
- Closing bank and credit card accounts where your identity is an issue.
- Arranging a phone meeting with a financial counselor.
- Setting up a meeting with a lawyer on issues around the identity theft (each visit must be for a separate issue).

### **Go online for help any time .. and a lot more**

When you visit [www.ResourceAdvisorCA.Anthem.com](http://www.ResourceAdvisorCA.Anthem.com) you'll find:

- Tips on handling difficult life events and a depression screening tool.
- Parenting information. There's even a child and elder care provider finder.
- Financial tools to help you plan for major purchases or life events.
- You and your family members can register for identity monitoring at no cost.
- State-specific online wills and a legal library.

### **Give added support to beneficiaries when they need it most**

Providing your loved ones with a little extra comfort and emotional support after you're gone is a lasting gift. Resource Advisor gives your beneficiaries:

- Three meetings with a mental health professional.
- Meetings with a legal and/or financial professional.
- Copies of *The Healing Book: Facing the Death – and Celebrating the Life – of Someone You Love*. This is a great resource book to talk to children about loss.
- Beneficiary Companion\* services to help your family with estate details like closing bank accounts, credit cards and utilities.

\* Beneficiary Companion services are provided by Europ Assistance USA, an independent company providing these services on behalf of Anthem Blue Cross Life and Health Insurance Company.

**Keep Resource Advisor close at hand. Just cut out and carry this wallet card.**

**Get support, advice and resources 24/7.**

**Call 888-209-7840 or visit**

**[www.ResourceAdvisorCA.Anthem.com](http://www.ResourceAdvisorCA.Anthem.com)**

**Then log in with the program name:**

**AnthemResourceAdvisor**

**Note: if you retire, you can only use Resource Advisor until your retirement starts.**

#### **SAVE MONEY WITH SPECIALOFFERS@ANTHEM**

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member.

Log on to [www.anthem.com/ca/specialoffers](http://www.anthem.com/ca/specialoffers) for details on discounts in categories like Family & Home, Fitness & Health, Medicine & Treatment, Vision, Hearing & Dental.

#### **TRAVEL ASSISTANCE**

##### **Bring the comforts of home on the road**

What would happen if you got sick in another city or country? Who would you call if you couldn't speak the language? We've teamed up with Europ Assistance USA<sup>1</sup> to give you vital travel services that help you when you or your family are 100 miles or more from home – whether personal or business travel.

##### **A helping hand in medical emergencies**

You can feel safe knowing that you can use travel assistance services 24 hours a day. If you need emergency medical care while traveling, call Europ Assistance USA for a medical evaluation. If medically necessary, Europ Assistance USA will:

- Find doctors, dentists and medical facilities
- Set up emergency transfer if you're in the hospital, when medically necessary, up to \$1,000,000.

- Send your dependent children home if they've left without an adult to care for them due to your medical emergency, up to \$5,000.
- Send the person with whom you are traveling home, up to \$5,000.
- Set up a bedside visit for a family member or friend if you stay in the hospital for more than seven days, or if you are in critical condition, up to \$5,000.
- Set up and pay for the return of mortal remains, should a member die while traveling, up to \$10,000.
- Arrange and pay to return your vehicle home if you are unable to drive due to a medical emergency, up to \$2,500.
- Arrange and pay to return your pet that is traveling with you, if left unattended due to a medical emergency, up to \$1,000.

#### **Your travel companion**

- You've enrolled in travel assistance when you choose group term life insurance from Anthem Blue Cross.
- Travel assistance services are offered to you and your family 24 hours a day, seven days a week.

Not only does this program help out during medical emergencies, it also offers personal services:

- Send and receive emergency messages
- Emergency cash advances (up to \$500<sup>2</sup>)
- Emergency medical payments (up to \$10,000<sup>2</sup>)
- Legal help and bail (up to \$5,000<sup>2</sup>)

#### **Easy access to travel tips**

Europ Assistance USA can give you useful tips before you travel, such as vaccine and passport requirements, foreign exchange rates, travel advice and weather conditions.

You can get details by calling Europ Assistance USA:

From the U.S. and Canada: 866-295-4890

From other countries (call collect): 202-296-7482

<sup>1</sup> In all cases, Europ Assistance USA only suggests a medical professional, medical facility or attorney that gives services to the eligible member. They are not employees or agents of Europ Assistance USA or Anthem Blue Cross. You choose the medical professional, facility or legal counsel you want. Europ

Assistance USA or Anthem Blue Cross is not liable for any medical advice or legal counsel given by the medical professional or attorney. Europ Assistance USA is also not liable for the negligence or other wrongful acts or omissions of any of the health or legal care professionals who give these services. The covered member cannot take action against Europ Assistance USA or Anthem Blue Cross for its suggestion of or contract with a medical professional or attorney.

<sup>2</sup> You must pay back Europ Assistance USA for these costs.

Europ Assistance USA is not affiliated with Anthem Blue Cross and the services provided are not part of the insurance coverage provided by Anthem Blue Cross. The agreement between Europ Assistance USA and Anthem Blue Cross is subject to change, which may affect the services offered.

*Valid only for eligible members. Retirees are not eligible for travel assistance services.*

#### **BLUE CROSS AND BLUE SHIELD ASSOCIATION DISCLOSURE**

The *group*, on behalf of itself and its participants, hereby expressly acknowledges its understanding this *policy* constitutes a contract solely between the *group* and Anthem Blue Cross Life and Health which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Anthem Blue Cross Life and Health to use the Blue Cross Service Mark in the State of California, and that Anthem Blue Cross Life and Health is not contracting as the agent of the Association. The *group*, on behalf of itself and its *insured employees*, acknowledges and agrees that it has not entered into this *policy* based upon representations by any person other than Anthem Blue Cross Life and Health and that no person, entity, or organization other than Anthem Blue Cross Life and Health shall be held accountable or liable to the *group* for any of its obligations to the *group* created under this *policy*. This provision shall not create any additional obligations whatsoever on the part of Anthem Blue Cross Life and Health other than those obligations created under the other provisions of this *policy*.





# Get help in your language

## Language Assistance Services

Curious to know what all this says? We would be too. Here's the English version:

**IMPORTANT:** Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 1-888-254-2721. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

### Spanish

**IMPORTANTE:** ¿Puede leer esta carta? De lo contrario, podemos hacer que alguien lo ayude a leerla. También puede recibir esta carta escrita en su idioma. Para obtener ayuda gratuita, llame de inmediato al 1-888-254-2721. (TTY/TDD: 711)

### Arabic

**مهم:** هل يمكنك قراءة هذه الرسالة؟ إذا لم تستطع، فيمكننا الاستعانة بشخص ما ليساعدك على قراءتها. كما يمكنك أيضًا الحصول على هذا الخطاب مكتوبًا بلغتك. للحصول على المساعدة المجانية، يُرجى الاتصال فورًا بالرقم 1-888-254-2721 (TTY/TDD: 711).

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## Armenian

ՈՒՇԱԴԴՈՒԹՅՈՒՆ. Կարողանո՞ւմ եք ընթերցել այս նամակը: Եթե ոչ, մենք կարող ենք տրամադրել ինչ-որ մեկին, ով կօգնի Ձեզ՝ կարդալ այն: Կարող ենք նաև այս նամակը Ձեզ գրավոր տարբերակով տրամադրել: Անվճար օգնություն ստանալու համար կարող եք անհապաղ զանգահարել 1-888-254-2721 հեռախոսահամարով: (TTY/TDD: 711)

## Chinese

重要事項：您能看懂這封信函嗎？如果您看不懂，我們能夠找人協助您。您可能可以獲得以您的語言而寫的本信函。如需免費協助，請立即撥打1-888-254-2721。(TTY/TDD: 711)

## Farsi

مهم: آیا می‌توانید این نامه را بخوانید؟ اگر نمی‌توانید، می‌توانیم شخصی را به شما معرفی کنیم تا در خواندن این نامه شما را کمک کند. همچنین می‌توانید این نامه را به صورت مکتوب به زبان خودتان دریافت کنید. برای دریافت کمک رایگان، همین حالا با شماره 1-888-254-2721 تماس بگیرید. (TTY/TDD:711)

## Hindi

महत्वपूर्ण: क्या आप यह पत्र पढ़ सकते हैं? अगर नहीं, तो हम आपको इसे पढ़ने में मदद करने के लिए किसी को उपलब्ध करा सकते हैं। आप यह पत्र अपनी भाषा में लिखवाने में भी सक्षम हो सकते हैं। निःशुल्क मदद के लिए, कृपया 1-888-254-2721 पर तुरंत कॉल करें। (TTY/TDD: 711)

## Hmong

TSEEM CEEB: Koj puas muaj peev xwm nyeem tau daim ntawv no? Yog hais tias koj nyeem tsis tau, peb muaj peev xwm cia lwm tus pab nyeem rau koj mloog. Tsis tas li ntawd tej zaum koj kuj tseem yuav tau txais daim ntawv no sau ua koj hom lus thiab. Txog rau kev pab dawb, thov hu tam sim no rau tus xov tooj 1-888-254-2721. (TTY/TDD: 711)

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Japanese

重要: この書簡を読めますか? もし読めない場合には、内容を理解するための支援を受けることができます。また、この書簡を希望する言語で書いたものを入手することもできます。次の番号にいますぐ電話して、無料支援を受けてください。1-888-254-2721 (TTY/TDD: 711)

Khmer

សំខាន់៖ តើអ្នកអាចអានលិខិតនេះទេ? បើមិនអាចទេ

យើងអាចឲ្យនរណាម្នាក់អានវាជូនអ្នក។  
អ្នកក៏អាចទទួលលិខិតនេះដោយសរសេរជាភាសារបស់អ្នកផងដែរ។  
ដើម្បីទទួលជំនួយភតិកត្តា សូមហៅទូរស័ព្ទភ្លាមៗទៅលេខ 1-888-254-2721។ (TTY/TDD: 711)

Korean

중요: 이 서신을 읽으실 수 있으십니까? 읽으실 수 없을 경우 도움을 드릴 사람이 있습니다. 귀하가 사용하는 언어로 쓰여진 서신을 받으실 수도 있습니다. 무료 도움을 받으시려면 즉시 1-888-254-2721로 전화하십시오. (TTY/TDD: 711)

Punjabi

ਮਹੱਤਵਪੂਰਨ: ਕੀ ਤੁਸੀਂ ਇਹ ਪੱਤਰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇ ਨਹੀਂ, ਤਾਂ ਅਸੀਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਤੁਹਾਡੀ ਮਦਦ ਲਈ ਕਿਸੇ ਨੂੰ ਬੁਲਾ ਸਕਦਾ ਹਾਂ ਤੁਸੀਂ ਸ਼ਾਇਦ ਪੱਤਰ ਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਿਆ ਹੋਇਆ ਵਥੀ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਮੁਫਤ ਮਦਦ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਫੋਰਨ 1-888-254-2721 ਤੇ ਕਾਲ ਕਰੋ। (TTY/TDD: 711)

Russian

ВАЖНО. Можете ли вы прочитать данное письмо? Если нет, наш специалист поможет вам в этом. Вы также можете получить данное письмо на вашем языке. Для получения бесплатной помощи звоните по номеру 1-888-254-2721. (TTY/TDD: 711)

Tagalog

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MAHALAGA: Nababasa ba ninyo ang liham na ito? Kung hindi, may taong maaaring tumulong sa inyo sa pagbasa nito. Maaari ninyo ring makuha ang liham na ito nang nakasulat sa ginagamit ninyong wika. Para sa libreng tulong, mangyaring tumawag kaagad sa 1-888-254-2721. (TTY/TDD: 711)

#### Thai

หมายเหตุสำคัญ: ท่านสามารถอ่านจดหมายฉบับนี้หรือไม่ หากท่านไม่สามารถอ่านจดหมายฉบับนี้ เราสามารถจัดหาเจ้าหน้าที่มาอ่านให้ท่านฟังได้ ท่านยังอาจให้เจ้าหน้าที่ช่วยเขียนจดหมายในภาษาของท่านอีกด้วย หากต้องการความช่วยเหลือโดยไม่มีค่าใช้จ่าย โปรดโทรติดต่อที่หมายเลข 1-888-254-2721 (TTY/TDD: 711)

#### Vietnamese

QUAN TRỌNG: Quý vị có thể đọc thư này hay không? Nếu không, chúng tôi có thể bố trí người giúp quý vị đọc thư này. Quý vị cũng có thể nhận thư này bằng ngôn ngữ của quý vị. Để được giúp đỡ miễn phí, vui lòng gọi ngay số 1-888-254-2721. (TTY/TDD: 711)

### **It's important we treat you fairly**

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Richmond, VA 23279 or by email to [compliance.coordinator@hhs.gov](mailto:compliance.coordinator@hhs.gov). Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.