

# **UnitedHealthcare Insurance Company**

## **Group Policy**

**For**

**Columbia University**

**Enrolling Group Number: 712790**

**Policy Effective Date: January 1, 2025**



# **Group Policy**

## **UnitedHealthcare Insurance Company**

185 Asylum Street  
Hartford, Connecticut 06103-3408  
1-800-357-1371

This Policy is entered into by UnitedHealthcare Insurance Company and the "Group," as described in Exhibit 1.

When used in this document, the words "we," "us," and "our" refer to UnitedHealthcare Insurance Company.

Upon our receipt of the signed Group *Application* and payment of the first Policy Charge, this Policy is executed. The Group's *Application* is made a part of this Policy.

We agree to provide Benefits for Covered Health Care Services stated in this Policy, including the attached *Certificate(s) of Coverage* and *Schedule(s) of Benefits*, subject to the terms, conditions, exclusions, and limitations of this Policy. This Policy replaces and overrules any previous agreements relating to Benefits for Covered Health Care Services between the Group and us. The terms and conditions of this Policy will in turn be overruled by those of any future agreements relating to Benefits for Covered Health Care Services between the Group and us.

We are not an employer or plan administrator for any purpose with respect to the administration or provision of benefits under the Group's benefit plan. We are not responsible for fulfilling any duties or obligations of an employer or plan administrator with respect to the Group's benefit plan.

This Policy is effective on the date shown in Exhibit 1 and continues in force by the timely payment of the required Policy Charges when due, subject to the end of this Policy as provided in Article 5.

When this Policy ends, as described in Article 5, this Policy and all Benefits under this Policy will end at 12:00 midnight on the date the Policy ends.

This Policy is issued as described in Exhibit 1.

Issued By:

## Article 1: Glossary of Defined Terms

The terms used in this Policy have the same meanings as those defined in *Section 9: Defined Terms* in the attached *Certificate(s) of Coverage*. In addition, the following terms apply:

**Coverage Classification** - one of the categories of coverage described in Exhibit 2 for rating purposes (for example: Subscriber only, Subscriber and spouse, Subscriber and children, Subscriber and family).

**Material Misrepresentation** - any oral or written communication or conduct, or combination of communication and conduct, that is untrue and is intended to create a misleading impression in the mind of another person. A misrepresentation is material if a reasonable person would attach importance to it in making a decision or determining a course of action, including but not limited to, the issuance of a policy or coverage under a policy, calculation of rates, or payment of a claim.

## Article 2: Benefits

Subscribers and their Enrolled Dependents are entitled to Benefits for Covered Health Care Services subject to the terms, conditions, limitations and exclusions stated in the *Certificate(s) of Coverage* and *Schedule(s) of Benefits* attached to this Policy. Each *Certificate of Coverage* and *Schedule of Benefits*, including any Riders and Amendments, describes the Covered Health Care Services, required Co-payments, and the terms, conditions, limitations and exclusions related to coverage.

## Article 3: Premium Rates and Policy Charge

### 3.1 Premiums

Monthly Premiums payable by or on behalf of Covered Persons are shown in the *Schedule of Premium Rates* in Exhibit 2 of this Policy or in any attached *Notice of Change*.

We have the right to change the *Schedule of Premium Rates* as described in Exhibit 1 of this Policy. We also have the right to change the *Schedule of Premium Rates* at any time if the *Schedule of Premium Rates* was based upon a Material Misrepresentation relating to health status that resulted in the Premium rates being lower than they would have been if the Material Misrepresentation had not been made. We have the right to change the *Schedule of Premium Rates* for this reason retroactive to the effective date of the *Schedule of Premium Rates* that was based on the Material Misrepresentation.

### 3.2 How Is the Policy Charge Calculated?

The Policy Charge will be calculated based on the number of Subscribers in each Coverage Classification that we show in our records at the time of calculation. The Policy Charge will be calculated using the Premium rates in effect at that time. Exhibit 1 describes the way in which the Policy Charge is calculated.

The Group is solely responsible for enrollment and Coverage Classification changes (including the end of a Covered Person's coverage) and for the timely payment of the Policy Charges.

### 3.3 When Is the Policy Charge Adjusted?

We may make retroactive adjustments for any additions or terminations of Subscribers or changes in Coverage Classification that are not reflected in our records at the time we calculate the Policy Charge. We will not grant retroactive credit for any change happening more than 60 days prior to the date we received notification of the change from the Group. We also will not grant retroactive credit for any calendar month in which a Subscriber has received Benefits.

The Group must notify us in writing within 60 days of the effective date of enrollments, terminations, or other changes. The Group must notify us in writing each month of any change in the Coverage Classification for any Subscriber.

If premium taxes, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to Premium are either imposed or increased, those charges will be added to the Premium at that time. In addition, any change in law or regulation that affects our cost of operation may result in an increase in Premium in an amount we determine.

### **3.4 How Is the Policy Charge Paid?**

The Policy Charge is payable to us in advance by the Group as described under "Payment of the Policy Charge" in Exhibit 1. The first Policy Charge is due and payable on or before the effective date of this Policy. Future Policy Charges are due and payable no later than the first day of each payment period shown in item 6 of Exhibit 1, while this Policy is in force.

All payments shall be made in United States currency, in immediately available funds, and shall be sent to us at the address on the invoice, or at another address that we may designate in writing. The Group agrees not to send us payments marked "paid in full", "without recourse", or similar language. In the event that the Group sends such a payment, we may accept it without losing any of our rights under this Policy and the Group will remain obligated to pay any and all amounts owed to us.

Late payment charges are assessed for any Policy Charge not received within 10 calendar days following the due date. There will be a service charge added to the Group's account for any check returned for non-sufficient funds. The name of all Covered Person must be attached when payment is made.

The Group will reimburse any attorney's fees and costs related to collecting past due Policy Charges.

### **3.5 Does a Grace Period Apply?**

A grace period of 31 days will be granted for the payment of any Policy Charge not paid when due. During the grace period, this Policy will continue in force. The grace period will not extend beyond the date this Policy ends.

The Group is responsible for payment of the Policy Charge during the grace period. If we receive written notice from the Group to end this Policy during the grace period, we will adjust the Policy Charge so that it applies only to the number of days this Policy was in force during the grace period.

This Policy ends as described in Article 5.1 if the grace period expires and the past due Policy Charge remains unpaid.

## **Article 4: Eligibility and Enrollment**

### **4.1 What Are the Eligibility Rules?**

Eligibility rules for each class are stated in Exhibit 2 and in the Group *Application*. The eligibility rules stated in Exhibit 2 are in addition to those shown in *Section 3: When Coverage Begins* of the *Certificate of Coverage*.

### **4.2 Initial Enrollment Period**

Eligible Persons and their Dependents may enroll for coverage under this Policy during the Initial Enrollment Period. The Initial Enrollment Period is set by the Group. Additional new Eligible Persons and new Dependents may be added from time to time to the Group coverage according to the Policy provisions.

### **4.3 Open Enrollment Period**

An Open Enrollment Period will be provided for each class, as shown in Exhibit 2. During an Open Enrollment Period, Eligible Persons may enroll for coverage under this Policy.

#### **4.4 Effective Date of Coverage**

The effective date of coverage for enrolled Eligible Persons and their Dependents is stated in Exhibit 2.

### **Article 5: End of Policy**

#### **5.1 When Does the Policy End?**

We will provide a 10-day advance written notice to the Director of the Hawaii Department of Labor and Industrial Relations, the Group, and the Subscriber that coverage will end on the date identified in the notice. If the 10-day advance written notice is not provided prior to the desired date of cancellation, the date coverage ends will be delayed until the 10-day advance written notice is satisfied.

This Policy and all Benefits for Covered Health Care Services will automatically end on the earliest of the dates shown below:

- A. On the last day of the grace period if the Policy Charge remains unpaid. The Group remains responsible for payment of the Policy Charge for the period of time this Policy remained in force during the grace period.
- B. On the date specified by the Group, after at least 31 days prior written notice to us that this Policy will end.
- C. On the date we specify, after at least 31 days prior written notice to the Group, that this Policy will end because the Group performed an act, practice or omission that constituted fraud or made an intentional misrepresentation of a fact that was material to the execution of this Policy or to the provision of coverage under this Policy. In this case, we have the right to rescind this Policy back to either:
  - The effective date of this Policy.
  - The date of the act, practice or omission, if later.
- D. On the date we specify, after at least 90 days prior written notice to the Group, that this Policy will end because we will no longer issue this particular type of group health benefit plan within the applicable market.
- E. On the date we specify, after at least 180 days prior written notice to the applicable state authority and to the Group, that this Policy will end because we will no longer issue any employer health benefit plan within the applicable market.

#### **5.2 Reinstatement Following Non-Payment of Premium**

If any renewal Premium is not paid within the time granted the Group for payment, our subsequent acceptance of Premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided that if we require an application for reinstatement and issue a conditional receipt for the Premium tendered, the Policy shall be reinstated upon approval of the application or, lacking approval, upon the forty-fifth day following the date of conditional receipt unless we have previously notified the Group in writing of its disapproval of the application. The reinstated policy shall cover only loss resulting from accidental Injury as may be sustained after the date of reinstatement and loss due to Sickness as may begin more than ten days after that date. In all other respects we and the Group shall have the same rights as both parties had under the Policy immediately before the due date of the defaulted Premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any Premium accepted in connection with the reinstatement shall be applied to a period for which Premium has not been previously paid, but not to any period more than sixty days prior to the date of reinstatement.

### **5.3 Payment When the Policy Ends**

When the Policy ends, the Group is and will remain responsible to us for the payment of any and all Premiums which are unpaid at the time the Policy ends. This will include a pro rata portion of the Policy Charge for any period this Policy was in force during any grace period preceding the end of the Policy.

## **Article 6: General Provisions**

### **6.1 What Is the Entire Policy?**

This Policy, the *Certificate(s) of Coverage*, the *Schedule(s) of Benefits*, the *Group Application*, and any Amendments, *Notices of Change*, and Riders, make up the entire Policy.

No statement, made in the application by the Group, shall be used in any contest unless a copy of the application, if any, of the Group shall be attached to the Policy when issued.

No statement made by any Covered Person shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such individual.

A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects either the acceptance of the risk or the hazard assumed by us, shall not prevent a recovery on the Policy.

### **6.2 Dispute Resolution**

The parties acknowledge that despite the fact that this Policy affects interstate commerce, the *Hawaii Arbitration Act per Chapter 658A, Hawaii Revised Statutes (HRS)*, applies. If the Group wishes to seek further review of the decision of the complaint or dispute, it will submit the complaint or dispute to arbitration pursuant to the rules of the *Hawaii Arbitration Act per Chapter 685A, Hawaii Revised Statutes (HRS)*. Both parties must agree to arbitration. This arbitration provision is not mandatory or binding arbitration.

Arbitration will take place in the county where the Covered Person resides.

The arbitrators shall have no power to award any punitive or exemplary damages or to vary or ignore the provisions of this Policy, and will be bound by controlling law.

The matter must be submitted to binding arbitration within one year of the date notice of the dispute was received. The arbitrators will have no power to award any punitive or exemplary damages or to vary or ignore the provisions of this Policy, and will be bound by controlling law.

### **6.3 Time Limit on Certain Defenses**

No statement made by the Group, except a fraudulent statement, can be used to void this Policy after it has been in force for a period of two years.

### **6.4 Amendments and Alterations**

Amendments and Riders to this Policy are effective upon the Group's next anniversary date, except as otherwise permitted by law. Other than changes to Exhibit 2 stated in a *Notice of Change* to Exhibit 2, no change will be made to this Policy unless made by an Amendment or a Rider which is signed by one of our authorized executive officers and consistent with applicable notice requirements. No agent has authority to change this Policy or to waive any of its provisions.

### **6.5 Our Relationship with Providers and Groups**

The relationships between us and Network providers, and relationships between us and Groups, are solely contractual relationships between independent contractors. Network providers and Groups are not our agents or employees, nor are we or any of our employees an agent or employee of Network providers or Groups.

The relationship between a Network provider and any Covered Person is that of provider and patient. The Network provider is solely responsible for the services provided. The relationship between any Group and any Covered Person is that of employer and employee, Dependent, or any other category of Covered Person described in the Coverage Classifications shown in this Policy.

The Group is solely responsible for enrollment and Coverage Classification changes (including the end of a Covered Person's coverage) and for the timely payment of the Policy Charges.

## **6.6 Records**

We may require information related to the Policy, from the Group. Upon request, the Group must provide us with the requested information and proofs which may include:

- All documents provided to the Group by an individual in connection with coverage.
- The Group's payroll.
- Any other records pertinent to the coverage under this Policy.

By accepting Benefits under this Policy, each Covered Person authorizes and directs any person or institution that has provided services to him or her, to provide us or our designees any and all information and records or copies of records relating to the health care services provided to the Covered Person. We have the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

We agree that such information and records will be considered confidential.

We have the right to release any and all records concerning health care services which are needed to administer the terms of this Policy including records for appropriate medical and quality review or as required by law or regulation.

During and after the term of this Policy, we and our related entities may use and transfer the information gathered under this Policy for research and analytic purposes.

## **6.7 Administrative Services**

The services needed to administer this Policy and the Benefits provided under it will be provided in accordance with our standard administrative procedures or those standard administrative procedures of our designee. If the Group requests that administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Group must pay for such services or reports at the then current charges for such services or reports.

We may offer to provide administrative services to the Group for certain wellness programs including, but not limited to, fitness programs, biometric screening programs and wellness coaching programs.

## **6.8 Employee Retirement Income Security Act (ERISA)**

When this Policy is purchased by the Group to provide benefits under a health and welfare plan governed by the federal *Employee Retirement Income Security Act* 29 U.S.C., 1001 et seq., we will not be named as, and will not be, the plan administrator or the named fiduciary of the health and welfare plan, as those terms are used in ERISA.

## **6.9 Do We Require Examination of Covered Persons?**

In the event of a question or dispute concerning Benefits for Covered Health Care Services, we may require that a Network Physician, of our choice examine the Covered Person at our expense.

## **6.10 What Happens When There Is a Clerical Error?**

Clerical error will not deprive any individual of Benefits under this Policy or create a right to Benefits. Failure to report enrollments is not a clerical error. We will not provide retroactive coverage for Eligible



Persons when the Group fails to report enrollments. Failure to report the end of coverage will not continue the coverage for a Covered Person beyond the date it is scheduled to end. Upon discovery of a clerical error, any needed adjustment in Premiums will be made. However, we will not grant any such adjustment in Premiums or coverage to the Group for more than 60 days of coverage prior to the date we received notification of the clerical error.

### **6.11 Is Workers' Compensation Affected?**

Benefits provided under this Policy do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

### **6.12 Conformity with Law**

Any provision of this Policy which, on its effective date, is in conflict with the requirements of state or federal statutes or regulations (of the jurisdiction in which this Policy is delivered) is deemed to be amended to follow the minimum requirements of those statutes and regulations.

### **6.13 Notice**

When we provide written notice regarding Policy administration to the Group's authorized representative. Once delivered, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Group is responsible for giving notice to Covered Persons on a timely basis.

Any notice sent to us under this Policy and any notice sent to the Group must be addressed as described in Exhibit 1.

### **6.14 Continuation Coverage**

We agree to provide Benefits under this Policy for those Covered Persons who are eligible to continue coverage under federal or state law, as described in *Section 4: When Coverage Ends* of the *Certificate of Coverage*.

We will not provide any administrative duties with respect to the Group's compliance with federal or state law. All duties of the plan sponsor or plan administrator remain the sole responsibility of the Group, including but not limited to notification of COBRA and/or state law continuation rights and billing and collection of Premium.

### **6.15 Subscriber's Individual Certificate**

We will issue *Certificate(s) of Coverage*, *Schedule(s) of Benefits*, and any attachments to the Group for delivery to each Subscriber. If family members are enrolled under the Policy, only one set of documents will be issued to each family. The *Certificate(s) of Coverage*, *Schedule(s) of Benefits*, and any attachments will show the Benefits and other provisions of this Policy. In addition, the *Certificate(s) of Coverage* and *Schedule(s) of Benefits* may be available online at [www.myuhc.com](http://www.myuhc.com).

### **6.16 Summary of Benefits and Coverage**

We will provide a *Summary of Benefits and Coverage* ("SBC"), as required by the *Affordable Care Act* and related regulations ("ACA"), to the Group for each benefit plan purchased. The Group is responsible for delivering the SBC to all Covered Persons and to other persons eligible for coverage in the manner and at the times required by the ACA.

### **6.17 System Access**

The term "systems" as used in this provision means systems that we make available to the Group to facilitate the transfer of information in connection with this Policy.

## **System Access**

We grant the Group the nonexclusive, nontransferable right to access and use the functionalities contained within the systems, under the terms of this Policy. The Group agrees that all rights, title and interest in the systems and all rights in patents, copyrights, trademarks and trade secrets encompassed in the systems will remain ours. To access the systems, the Group will obtain, and be responsible for maintaining, at no expense to us, the hardware, software and Internet browser requirements we provide to the Group, including any amendments to those requirements. The Group is responsible for obtaining internet access.

The Group will not:

- Access systems or use, copy, reproduce, modify, or excerpt any of the systems documentation provided by us in order to access or use systems, for purposes other than as expressly permitted under this Policy.
- Share, transfer or lease its right to access and use systems, to any other person or entity which is not a party to this Policy.

The Group may designate a third party access to the systems on its behalf, provided the third party agrees to these terms and conditions. The Group remains responsible for the third party's compliance with the entire *System Access* provision.

## **Security Procedures**

The Group will use commercially reasonable physical and software-based measures and comply with our security procedures, as may be amended from time to time, to protect the system, its functionalities, and data accessed through systems from any unauthorized access or damage (including damage caused by computer viruses). The Group will notify us immediately if any breach of the security procedures, such as unauthorized use, is suspected.

## **End of System Access**

We have the right to end the Group's system access:

- On the date the Group does not accept the hardware, software and browser requirements provided by us, including any amendments to the requirements.
- Immediately on the date we reasonably determine that the Group has breached, or allowed a breach of, any applicable provision of this Policy. Upon the date this Policy ends, the Group agrees to cease all use of systems, and we will deactivate the Group's identification numbers and passwords and access to the system.

# Exhibit 1

1. **Parties.** The parties to this Policy are UnitedHealthcare Insurance Company and Columbia University, the Group.
2. **Effective Date.** The effective date of this Policy is 12:01 a.m. on January 1, 2025 in the time zone of the Group's location.
3. **Place of Issuance.** We are issuing this Policy in Hawaii This Policy is governed by ERISA. To the extent that state law applies, Hawaii law governs this Policy.
4. **Premiums.** We have the right to change the *Schedule of Premium Rates* shown in Exhibit 2, after a 31-day prior written notice at any time.
5. **Computation of Policy Charge.** A full calendar month's Premiums will be charged for Covered Persons whose effective date of coverage falls on or before the 15th of that calendar month. No Premiums will be charged for Covered Persons whose effective date of coverage falls after the 15th of that calendar month. A full calendar month's Premiums will be charged for Covered Persons whose coverage ends after the 15th of that calendar month. No Premiums will be charged for Covered Persons whose coverage ended on or before the 15th of that calendar month.
6. **Payment of the Policy Charge.** The Policy Charge is payable to us in advance by the Group on a monthly basis.
7. **Minimum Participation Requirement.** The Minimum Participation Requirement does not apply.
8. **Minimum Contribution Requirement.** The Minimum Contribution Requirement does not apply.
9. **Notice.** Any notice sent to us under this Policy must be sent to:  
UnitedHealthcare Insurance Company  
185 Asylum Street  
Hartford, Connecticut 06103-0450  
  
Any notice sent to the Group under this Policy must be sent to:  
Columbia University  
615 West 131st Street  
New York, New York 10027
10. 712790: Group Number

## Exhibit 2 Class 1

1. **Class Description.**

All Employees enrolled in UnitedHealthcare Options PPO Plan AGRO.

2. **Eligibility.** The eligibility rules are established by the Group. The following eligibility rules are in addition to the eligibility rules shown in the Group *Application* and/or in *Section 3: When Coverage Begins* of the *Certificate of Coverage*:

A. The waiting or probationary period for newly Eligible Persons is as follows:

None

B. Notwithstanding Group's eligibility rules for health plan participation, continued coverage under this Policy for a Covered Person on a leave of absence (LOA) will be available in accordance with the following, unless state, local or federal law requires a longer period of time:

- ♦ For a Covered Person on a non-medical LOA, coverage will be available for no longer than 13 consecutive weeks from the beginning of the LOA.
- ♦ For a Covered Person on a medical LOA, coverage will be available for no longer than 26 consecutive weeks from the beginning of the LOA.

C. Other:

Part-Time Employees

3. **Open Enrollment Period.** An Open Enrollment Period of at least 60 days will be provided by the Group when Eligible Persons may enroll for coverage. The Open Enrollment Period will occur on an annual basis.

4. **Effective Date for Eligible Persons.** The effective date of coverage for Eligible Persons who are eligible on the effective date of this Policy is January 1, 2025.

For an Eligible Person who becomes eligible after the effective date of this Policy, the effective date of coverage is the date the Eligible Person joins the Group. Any required waiting period will not exceed four consecutive weeks of working at least 20 hours each week.

5. **Schedule of Premium Rates.**

The *Schedule of Premium Rates* payable by or on behalf of this class of Covered Persons as of January 1, 2025 is shown below:

| Coverage Classification  | Monthly Premium |
|--------------------------|-----------------|
| Employee Only            | \$1,537.48      |
| Employee plus Spouse     | \$3,150.29      |
| Employee plus Child(ren) | \$2,498.40      |
| Employee plus Family     | \$4,506.35      |

## Exhibit 3

# Notice Concerning Coverage Limitations and Exclusions under the Hawaii Life and Disability Insurance Guaranty Association Act

Residents of Hawaii who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the *Hawaii Life and Disability Insurance Guaranty Association*. The purpose of this *Association* is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the *Guaranty Association* will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the *Guaranty Association* is not unlimited, however, and as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

### Disclaimer

The *Hawaii Life and Disability Insurance Guaranty Association* may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Hawaii. You should not rely on coverage by the *Hawaii Life and Health Insurance Guaranty Association* in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.*

### The Hawaii Life and Disability Insurance Guaranty Association

P. O. Box 4068

Honolulu, Hawaii 96812

### Department of Commerce & Consumer Affairs

Insurance Division

P. O. Box 3614

Honolulu, Hawaii 96811

The state law that provides for this safety-net coverage is called the *Hawaii Life and Health Insurance Guaranty Association Act*. Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the *Guaranty Association*.

### Coverage

Generally, individuals will be protected by the *Life and Health Guaranty Association* if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## Exclusions from Coverage

However, persons holding such policies are not protected by this *Association* if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state); or
- the insurer was not a member insurer of the *Guaranty Association*. A nonprofit hospital or medical service organization (*the "Blues"*), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or an insurance exchange are examples of nonmember insurers.

The *Guaranty Association* also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them); or
- unallocated annuity contracts (which give rights to group contractholders, not individuals).

## Limits on Amount of Coverage

The Act also limits the amount the *Association* is obligated to pay out. The *Association* cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the *Association* will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the *Association* will not pay more than \$100,000 in cash surrender values, \$300,000 in health insurance benefits, \$300,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.



