



Administrative Offices  
520 Park Avenue  
Baltimore, MD 21201

### CERTIFICATE OF INSURANCE

We certify that, subject to the terms of the Policy, the Member named in the Benefit Schedule (referred to as you, your, or yours) is insured for the benefits described in this Certificate. Your eligible Dependent, if any, for whom premiums have been paid is also insured for the benefits described in this Certificate. You and your Dependent are referred to as the Covered Person.

The insurance takes effect at 12:01 A.M. Standard Time on the Effective Date shown in the Benefit Schedule. If the Covered Person is Confined in a Hospital or an institution which provides medical care or treatment on the date his insurance would otherwise become effective, he will be insured the day following formal discharge from the Hospital or institution.

In this Certificate, Monumental Life Insurance Company will be called we, our, or us. This Certificate summarizes certain provisions of the Policy. All coverages and provisions are subject to those in the Policy issued to the Policyholder.

**RIGHT TO RENEW.** You may renew your insurance subject to the When Coverage Ends provision. We reserve the right to change the premium rates on any premium due date.

**NOTICE TO BUYER.** This policy may not cover all of your medical expenses. You are advised to carefully review all limitations.

### THIRTY DAY RIGHT TO EXAMINE CERTIFICATE

If you are not satisfied for any reason, you may return your Certificate within 30 days after receipt. The premium will be refunded. When so returned, the Certificate is void from the beginning. Return the Certificate to us at our Home Office or to our authorized agent.

Our President and Secretary witness this Certificate.

### PLEASE READ YOUR GROUP LIMITED BENEFIT MEDICAL EXPENSE INSURANCE CERTIFICATE CAREFULLY

  
Secretary

  
President

**THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED  
PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA**

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## SCHEDULE OF BENEFITS

**MEMBER'S NAME:** Sample A Sample  
**EFFECTIVE DATE OF COVERAGE:** 2/1/2008  
**GROUP POLICY:** MZ0200654H0001A  
**CERTIFICATE NUMBER:** 400000000  
**POLICYHOLDER:** NATIONAL EMPLOYERS RETIREES GROUP  
INSURANCE TRUST C/O 4TH DISTRICT IBEW  
HEALTH FUND

### Limited Medical Expense Benefits

**Hospital Benefits - Part A**  
100% of the Medicare Part A Eligible Expenses not covered by Medicare for days 61 - 90.  
100% of the Medicare Part A Eligible Expenses not covered by Medicare for days 91 - 150.  
After use of Lifetime Reserve Days for an additional 365 days we will pay 100% of the DRG amount or the Part A Medicare Eligible Expenses.

**Blood Benefit – Parts A & B**  
100% of Actual Expenses, for the first three pints of blood each year.

**Medical Benefits - Part B**  
20% of the Medicare Eligible Expenses subject to Deductible.

**Foreign Country Travel Benefit Rider**  
Benefit Deductible \$250 per Calendar Year.  
Benefit Amount 80% of the Medicare Eligible Expenses.  
Lifetime Maximum Benefit Amount \$50,000.

**Part A Deductible Benefit Rider**  
100% of the Medicare Part A Deductible per Benefit Period.

**Part B Deductible Benefit Rider**  
100% of the Medicare Part B Deductible per Calendar Year.

**Part B Additional Coverage Benefit Rider**  
Maximum Benefit Amount 100% of the difference between the Medicare Part B billed amount and the Medicare Eligible Expense.

**Skilled Nursing Facility  
Benefit Rider**

Actual Expenses, from day 21 through day 100, but not to exceed one-eighth of the Medicare Part A Deductible for each day.

**DEFINITIONS**

When used in this Certificate, the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

**ACTUAL EXPENSES** means the actual charges made by a Physician, Hospital or other medical service provider for services covered by the Policy, not to exceed the charge limitations established by the federal Medicare program or state law.

**BENEFIT PERIOD** means a period of time for which benefits are payable. It begins on the first day the Covered Person is confined in a Hospital and ends after he has been out of the Hospital or Skilled Nursing Facility for 60 consecutive days.

**CALENDAR YEAR** means the period of time from January 1 through December 31 in the same year.

**CONFINED or CONFINEMENT** means that the Covered Person is a registered bed patient in a Hospital or Skilled Nursing Facility and is charged room and board by the facility. He must be in the facility on the advice of a Physician and under the regular care and treatment of a Physician.

Confinement does not include treatment received in the outpatient department of the facility. Outpatient treatment means service rendered for a period of less than 24 hours.

**COVERED PERSON** means you and your insured Dependent, if any.

**DEPENDENT** means your spouse, unless you are legally separated, who is age 65 or older and covered under Parts A and B of Medicare.

**HOSPITAL** means an institution which meets all of the following requirements:

1. it must be operated according to law;
2. it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an in-patient basis for which a charge is made;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. Registered Nurses must be on 24 hour call or duty;
5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a pre-arranged basis.

A Hospital is not a rest, convalescent, extended care, rehabilitation or Skilled Nursing Facility; a place which primarily treats mental illness, alcoholism or drug addiction; nor does it include any ward, wing or other section of the Hospital that is used for such purposes.

A Hospital will include an institution which has an agreement as a provider of hospital services under Section 1866 of Title XVIII.

**INJURY** means bodily injury caused by an accident. The accident must occur while insurance is in force under this Policy. The Injury must be the direct cause of loss and must be independent of all other causes. The Injury must not be caused or contributed to by Sickness.

An Injury caused by or resulting from a Pre-Existing Condition, as specified in the Exclusions, will not be eligible until the time set forth has been satisfied.

**MEDICALLY NECESSARY** means care which a Physician has determined to be certifiably essential for the diagnosis or treatment of a Sickness or Injury. This determination must be based on objective results produced by an examination of the Covered Person's demonstrable symptoms. The Physician's treatment plan may be reviewed by an impartial third party whose determination will be binding on us and the Covered Person.

**MEDICARE** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965, as then constituted or later amended.

**MEDICARE ELIGIBLE EXPENSES** means health care expenses of the kinds covered by Medicare, to the extent recognized as reasonable and Medically Necessary by Medicare.

**NURSE** means Registered Graduate Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocation Nurse (L.V.N). He may not be you or a member of your immediate family.

**PART A DEDUCTIBLE** means the fixed amount Medicare does not pay during the first 60 days of Hospital Confinement during a Benefit Period. This amount is set each year by Medicare.

**PART B DEDUCTIBLE** means the fixed amount Medicare does not pay for Part B Medicare Eligible Expenses during a Calendar Year. This amount is set by Medicare.

**PHYSICIAN** means a person licensed by the state in which he is resident to practice the healing arts. He must be practicing within the scope of his license for the service or treatment given. He may not be you or a member of your immediate family.

**POLICY** means the contract issued to the Policyholder providing the benefits described.

**POLICY MONTH** means the period of time starting on the first day of the month; it ends on the last day of the same month.

**SICKNESS** means an illness or disease which first manifests itself after the effective date of insurance and while insurance for the Covered Person is in force under the Policy.

A Sickness caused by or resulting from a Pre-Existing Condition, as specified in the Exclusions, will not be eligible until the time set forth has been satisfied.

**SKILLED NURSING FACILITY** means an institution which meets all of the following requirements:

1. it must be operated pursuant to law;
2. it must be approved for payment of Medicare benefits or be qualified to receive such approval if requested;
3. it must be primarily engaged in providing, in addition to room and board accommodations, Skilled Nursing Services under a licensed Physician's supervision;
4. Registered or Licensed Practical Nurses must supervise 24 hours a day;
5. a daily record for each patient must be maintained.

This definition does not include a:

1. rest home or similar facility;
2. home or facility for the aged;
3. home or facility for drug addicts or alcoholics;
4. home or facility for care or treatment of mental diseases or disorders;
5. home or facility for custodial or educational care.

**SKILLED NURSING SERVICES** means services furnished pursuant to a Physician's orders which require the skills of technical or professional personnel, such as a Nurse, physical therapist, occupational therapist, speech pathologist, audiologist or similar discipline; and are provided directly by or under the supervision of such personnel.

**TOTAL DISABILITY** means the continuing inability of the Covered Person to engage in the normal daily activities of a person of like age and sex in good health.

### **CHANGES IN COVERAGE**

If you add an eligible Dependent after issue of your Certificate or if any change in the benefits provided under the Policy is requested for a Covered Person, the effective date of insurance for the Covered Person will be the beginning of the Policy Month following our acceptance of the application or change request and any additional required premium.

If a new eligible Dependent is added or if the change request increases the amount of coverage or adds new benefits, then:

1. The effective date of the insurance will be deferred if the Covered Person is Confined in a Hospital or an institution which provides medical care and treatment on the date the insurance would otherwise become effective. The change will be effective the day following formal discharge from the Hospital or institution.
2. The Pre-existing Condition Limitation will apply to the new Covered Person or the increased benefit amount. The limitation will begin on the effective date of such Change in Coverage.

### **LIMITED MEDICAL EXPENSE BENEFITS**

#### **HOSPITAL BENEFITS - PART A**

The Covered Person will receive benefits when we receive proof that, while insured, he was Confined in a Hospital and incurred Part A Medicare Eligible Expenses. Confinement must be for Sickness or Injury. The following benefits are payable during a Benefit Period:

1. From day 61 through day 90, we will pay the Part A Medicare Eligible Expenses to the extent not covered by Medicare.
2. After day 90, while the Covered Person uses his Medicare Lifetime Reserve Days, we will pay the Part A Medicare Eligible Expenses to the extent not covered by Medicare for each Medicare Lifetime Reserve Day used.
3. When a Covered Person exhausts all Medicare Part A Hospital benefits, including his Medicare Lifetime Reserve Days, we will pay the Diagnostic Related Group (DRG) day outlier per diem, if established, or other appropriate

standard of payment for the Part A Medicare Eligible Expenses, subject to a maximum benefit of an additional 365 days during the Covered Person's lifetime.

### **BLOOD BENEFIT - PART A**

We will pay 100% of the Actual Expenses for the first three pints of blood the Covered Person receives in a Calendar Year while he is confined in a Hospital or Skilled Nursing Facility. Only blood which is not replaced or not already covered by Part B is an eligible expense.

### **MEDICAL BENEFITS - PART B**

The Covered Person will receive a benefit when we receive proof that, while insured, he incurred Part B Medicare Eligible Expenses. The expenses must be for a Sickness or Injury. The benefit is payable regardless of Confinement in a Hospital. The benefits will be paid as follows:

1. Each Covered Person must separately incur a Calendar Year deductible equal to the Medicare Part B Deductible.
2. After a Covered Person's deductible is satisfied, we will pay for Part B Medicare Eligible Expenses which are not paid by Medicare for that Covered Person as shown on the Benefit Schedule.

If the Covered Person discontinues or lapses his Part B Medical Insurance under Medicare, we will not pay any benefits for incurred expenses which would otherwise have been covered under the terms of the Policy.

### **BLOOD BENEFIT - PART B**

We will pay 100% of the Actual Expenses for the first three pints of blood the Covered Person receives in a Calendar Year. Only blood which is not replaced or not already considered under Part A is an eligible expense. Reimbursement for the first three pints of blood will not be subject to the Part B deductible or any additional payment not covered by Medicare.

Additional Medicare eligible blood charges will be subject to the Part B deductible and paid the same as any other Part B Medicare Eligible Expense.

### **OTHER BENEFIT PROVISIONS**

The benefits provided under the Policy and any attached Riders will automatically change to coincide with any changes in the Medicare deductible or any additional payment not covered by Medicare.

Any benefit paid will not exceed the expense actually incurred and will not duplicate payments made under any other provisions of this Certificate or by Medicare.

Benefits are subject to all the terms of the Policy.

### **EXCLUSIONS**

Benefits will not be paid for any expenses which are not determined to be Medicare Eligible Expenses by the Federal Medicare Program or its administrators, except as otherwise specified.

## PRE-EXISTING CONDITION LIMITATION

No benefits will be payable for the Covered Person's Pre-Existing Conditions. They are defined as an Injury sustained or a Sickness for which the Covered Person was medically treated or advised by a Physician within the six months immediately prior to his Effective Date of Coverage under the Policy.

Expenses for these conditions will not be eligible for consideration unless incurred after the Covered Person has been insured for six consecutive months from his Effective Date of Coverage.

If the Certificate replaces currently in force Medicare Supplement or primary hospital and medical reimbursement insurance coverage, then this Pre-existing Condition Limitation will be waived for the Covered Person to the extent it was satisfied for similar benefits under the replaced coverage. This waiver will only apply if the prior insurance was in force at the time you applied for coverage under the Certificate.

## WHEN COVERAGE ENDS

A Covered Person's insurance automatically ends on the first of the following dates:

1. The premium due date you fail to pay the required premium, except as provided in the Grace Period or;
2. The date you cancel or do not renew your Certificate or;
3. The date the Group Policy is canceled or not renewed.

If Dependent's insurance ends because the Dependent is no longer your spouse due to divorce, legal separation or annulment of the marriage, the Dependent can continue coverage under the Group Policy. The Dependent will be issued a separate Certificate in his name.

If you and your Dependent are covered under the Policy and you die, the Dependent may continue coverage under the Policy. The Dependent will then be considered a Member.

Continuation of coverage will be subject to all other terms and conditions of the Policy, and the payment of the required premium.

**EXTENSION OF BENEFITS.** The Policyholder's cancellation or nonrenewal of the Policy will be without prejudice to a continuous loss which commenced while the Policy was in force. Any extension of benefits beyond the period during which the Policy was in force will be based upon the Covered Person's continuous Total Disability. Benefits will be limited to the maximum benefit amounts and any other limitations of the Policy.

## PREMIUMS

We provide insurance coverage in return for premium payment. The first premium is due on your Effective Date. Future premiums are due on each premium due date.

The premium should be paid to us on or before your due date. Your premium mode may be changed subject to our approval, by sending us a written request.

**PREMIUM CHANGES.** We have the right to change the premium rates on any premium due date. We will provide written notice at least 31 days before the date of change. Premiums may be changed on any premium due date, when the terms of the Policy are changed or to coincide with

changes in Medicare as of the beginning of the Calendar Year. If such premium change becomes effective during a period for which premium has already been paid, any increased premium due from the date of change must be paid.

**GRACE PERIOD.** You have a 31 day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. It will terminate at the end of the grace period if all premiums which are due are not paid. We will require payment of all premiums for the period this coverage continues in force including the premiums for the grace period.

**UNPAID PREMIUM.** When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

## **GENERAL PROVISIONS**

**CHOICE OF PHYSICIAN.** The Covered Person is free to be treated by any Physician he chooses.

**INCONTESTABILITY.** No statement made by a Covered Person can be used in a contest after his insurance has been in force for two years during his lifetime. No statement a Covered Person makes can be used in a contest unless it is in writing and signed by him.

**MISSTATEMENT OF AGE.** If the age of a Covered Person has been misstated in the application for insurance under the Policy, the benefits payable will be those which the premiums paid would have purchased based upon his correct age, otherwise there will be an equitable adjustment of premiums.

**RIGHT TO EXAMINE POLICY.** The Policy providing the benefits described in this Certificate may be examined at the offices of the Policyholder or the offices of the administrator for the insurance.

**TIME LIMIT ON CERTAIN DEFENSES.** No claim for expense incurred commencing after six months from the date the Covered Person becomes covered under the Policy, will be reduced or denied on the ground that an Injury or a Sickness had existed in the six months prior to the Effective Date of Coverage for such Covered Person.

## **WHEN THERE IS A CLAIM**

**NOTICE OF CLAIM.** We must be given written notice of claim within 20 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice must contain the claimant's name and enough information to identify the Covered Person. Notice may be mailed to our Home Office or to our agent.

**CLAIM FORMS.** When we receive notice of claim, the claimant will be sent forms to file Proof of Loss. If the forms are not sent within 15 days after we receive notice, then the claimant will meet the Proof of Loss requirements by giving us a written statement of the nature and extent of the Loss. This must be sent to us within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS.** Written proof must be sent to us within 90 days after the date the Loss occurs. If it was not reasonably possible to give us written proof within 90 days, we will not reduce or deny a claim for this reason, if proof is filed as soon as reasonably possible.

**PHYSICAL EXAMINATION AND AUTOPSY.** At our expense, we have the right to have the Covered Person examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law forbids it.

**LEGAL ACTIONS.** No legal action may be brought to recover against the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where the Covered Person lives, the limit is extended to meet the minimum time allowed by such law.

**PAYMENT OF CLAIMS.** Claims for benefits provided by the Policy will be paid as soon as written proof is received.

All benefits are paid directly to the Covered Person, unless he directs us otherwise. If a benefit is unpaid at his death or if we feel he is not able to give a valid receipt for payment, the benefit will be paid as follows: to his spouse, parent, child(ren), brother(s), sister(s), or estate. Any payment we make in good faith will fully discharge us to the extent of the payment.

**RIGHT OF RECOVERY.** If payment for claims exceed the maximum amount payable under any benefit provisions or riders of the Policy, we have the right to recover the excess of such payments.

**FOREIGN COUNTRY TRAVEL BENEFIT RIDER  
(Medically Necessary Emergency Care)**

This Rider is part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

The Covered Person will receive a benefit when we receive proof that he incurred expenses for Medically Necessary Emergency Hospital, Physician or medical care while in a foreign country. Such care must be provided within the first 60 consecutive days of the Covered Person's trip outside of the United States.

Only those billed expenses which would have been considered Medicare Eligible Expenses, had the care been provided in the United States, will be considered under this benefit.

The Covered Person must first incur expenses up to the Foreign Country Travel Benefit Deductible, shown on the Benefit Schedule, before expenses are payable under this benefit.

This benefit is subject to the following conditions:

1. the Covered Person's primary residence is in the United States; and
2. the treatment rendered must be for an Injury or sudden and unexpected onset of a Sickness requiring immediate medical attention.

Benefits will not be payable for any charges incurred where the Covered Person is not required to pay. If expenses are paid by the Foreign Country, we will deduct the amount paid from the benefits payable under this benefit and pay the remaining eligible expenses.

After the deductible has been met, we will pay the Benefit Amount shown in the Benefit Schedule.

Benefits payable will be limited to the Lifetime Maximum Benefit Amount shown on the Benefit Schedule.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

**MONUMENTAL LIFE INSURANCE COMPANY  
Cedar Rapids, Iowa**

  
Secretary

  
President

## PART A DEDUCTIBLE BENEFIT RIDER

This Rider is a part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

The Covered Person will receive a benefit when we receive proof that he incurred Part A Medicare Eligible Expenses.

These expenses must be applied towards the satisfaction of the Medicare Part A Deductible. Only Medicare approved expenses will be payable under this benefit.

The maximum amount payable under this benefit, per Benefit Period, is the Medicare Part A Deductible.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

**MONUMENTAL LIFE INSURANCE COMPANY**  
Cedar Rapids, Iowa

  
Secretary

  
President

## PART B DEDUCTIBLE BENEFIT RIDER

This Rider is a part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

The Covered Person will receive a benefit when we receive proof that he incurred Part B Medicare Eligible Expenses.

These expenses must be applied towards the satisfaction of the Part B Deductible. Only Medicare approved expenses will be payable under this benefit.

The maximum amount payable under this benefit, per Calendar Year, is the Part B Deductible.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

### MONUMENTAL LIFE INSURANCE COMPANY Cedar Rapids, Iowa

  
Secretary

  
President

## PART B ADDITIONAL COVERAGE BENEFIT RIDER

This Rider is a part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

The Covered Person will receive an additional benefit when we receive proof that he incurred Part B Medicare Eligible Expenses.

We will pay the difference between the actual Medicare Part B charge, as billed (not to exceed any charge limitation established by Medicare or state law), and the Medicare Part B Eligible Expense.

However, in no event will the amount paid under this benefit exceed the Maximum Benefit Amount shown on the Benefit Schedule.

Benefits will not be paid if the Covered Person's Physician or medical service provider accepts the Medicare Eligible Expenses as the total amount due.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

**MONUMENTAL LIFE INSURANCE COMPANY**  
Cedar Rapids, Iowa

  
Secretary

  
President

## SKILLED NURSING FACILITY BENEFIT RIDER

This Rider is a part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

The Covered Person will receive a benefit when we receive proof that he incurred Part A Medicare Eligible Expenses while Confined in a Skilled Nursing Facility and received Skilled Nursing Services. Benefits will be paid from day 21 through day 100 of Confinement.

Skilled Nursing Facility Confinement must begin within 30 days after the end of a Hospital Confinement which lasted at least three days. The Confinement must be due to the same or related Injury or Sickness as the prior Hospital Confinement.

The Skilled Nursing Facility benefit amount is shown on the Benefit Schedule.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

**MONUMENTAL LIFE INSURANCE COMPANY**  
Cedar Rapids, Iowa

  
Secretary

  
President

## MAMMOGRAPHY BENEFIT RIDER

This Rider is a part of the Policy and any Certificate to which it is attached. It is issued in consideration of the application and the payment of any premium.

This Rider's benefit is as follows:

1. This Rider's benefit provides coverage for at least the following:
  - a. A baseline mammogram for women who are 35 years of age or older, but younger than 40 years of age.
  - b. A mammogram for women who are 40 years of age or older, but younger than 50 years of age, every 2 years, or more frequently based on the patient's physician's recommendation.
  - c. A mammogram every year for women who are 50 years of age or older.
2. Except as provided in paragraph 1.b., for mammograms done more frequently than every two years for women 40 years of age or older but younger than 50 years of age, the coverage required by subsection 1. applies, with or without a physician prescription, if the insured obtains a mammogram in an office, facility, or health testing service that uses radiological equipment registered with the Department of Health and Rehabilitative Services for breast cancer screening. The coverage is subject to the deductible and coinsurance provisions applicable to outpatient visits, and is also subject to all other terms and conditions applicable to other benefits. This section does not affect any requirements or prohibitions relating to who may perform, analyze, or interpret a mammogram or the persons to whom the results of a mammogram may be furnished or released.
3. As used in this Rider, "mastectomy" means the removal of all or part of the breast for medically necessary reasons as determined by a licensed physician.

Any benefit paid will not exceed the expenses actually incurred and will not duplicate payments made under any other provision of the Policy or by Medicare.

Benefits are payable in accordance with the Benefit Schedule of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and expires concurrently with the Policy and any Certificate to which it is attached, as long as premiums are paid.

**Monumental Life Insurance Company**  
**Cedar Rapids, Iowa**

  
Secretary

  
President

This Amendment is part of the Certificate to which it is attached and adds the following notice of rights under Federal law.

### Your ERISA Rights

As a participant in the group benefits plan, you are entitled to certain rights and protections under the Employees Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants are entitled to:

1. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements, and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports.
2. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
3. 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 annual report.

In addition to creating rights for plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee 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 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.

If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$100 a day until you receive the materials, unless the materials were 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.

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 successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

This Amendment does not waive, alter, or extend any conditions or provisions of the Policy providing the coverage evidenced by this Certificate.

This Amendment takes effect and expires concurrently with the Certificate to which it is attached.

**MONUMENTAL LIFE INSURANCE COMPANY**  
**Cedar Rapids, Iowa**

  
**Secretary**

  
**President**

## **NOTICE TO FLORIDA RESIDENTS**

Should you wish to obtain information about your coverage, need assistance in resolving a complaint, or have any other inquiries, please contact the Company at 1-800-752-9797.

## NOTICE OF PRIVACY PRACTICES

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

This Privacy Notice is provided to you in connection with your health plan from one of the following affiliated insurance companies (collectively referred to as "we" or "us"):

Academy Life Insurance Company  
Life Investors Insurance Company of America  
Monumental Life Insurance Company  
Peoples Benefit Life Insurance Company  
Stonebridge Life Insurance Company  
Transamerica Financial Life Insurance Company  
Transamerica Life Insurance Company  
Veterans Life Insurance Company

**Effective Date:** This Notice is effective April 14, 2006

### **Our Commitment to Your Privacy**

Maintaining the privacy of your protected health information is a high priority to us. In conducting our business, we will create records regarding you and the services we provide to you. We are required by law to maintain the confidentiality of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to your protected health information. We will abide by the terms of this Notice of Privacy Practices so long as it remains in effect.

We reserve the right to change our privacy practices and apply the changes to any protected health information received or maintained by us prior to the date of such change. If a privacy practice is materially changed, we will provide you with a revised Notice of Privacy Practices. In the event applicable law prohibits or materially limits the use or disclosure of your protected health information; we will comply with the more stringent law. You may request a paper copy of our most current notice at any time by contacting Customer Service at 1-800-752-9797. If you have requested a copy of this Notice by e-mail or other electronic means, you also have the right to request a paper copy at any time.

### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

**Your Authorization.** Except as outlined below, we will not use or disclose your protected health information for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing unless we have taken any action in reliance on the authorization.

### **We May Use and Disclose Your Health Information in the Following Ways:**

- **Treatment.** We will make disclosures of your protected health information as necessary for your treatment. For instance, a doctor or health care facility involved in your care may request certain of your protected health information that we hold from us in order to make decisions about your care.

- **Payment.** We will make uses and disclosures of your protected health information as necessary for payment purposes. For instance, we may use information regarding your medical procedures and treatment to process and pay claims, to determine whether services are medically necessary or to otherwise pre-authorize or certify services as covered under your health plan. We may also forward such information to another health plan, which may also have an obligation to process and pay claims on your behalf.
- **Health Care Operations.** We will use and disclose your protected health information as necessary, and as permitted by law to operate our business including performing quality improvement and assurance, conducting cost-management and business planning, enrollment, underwriting, reinsurance, compliance auditing, rating, and other functions related to your health plan.
- **Family and Friends Involved in Your Care.** With your approval, we may disclose your protected health information to designated family, friends, and others who are involved in your care or in the payment for your care. If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited protected health information without your approval.
- **Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations, such as auditing, accreditation, actuarial services, legal services, etc. We may use and disclose your protected health information to one or more of these outside persons or organizations who assist us with our health care operations. In all cases, we require these business associates to appropriately safeguard the privacy of your protected health information.
- **Information Received Pre-Enrollment.** We may request and receive from you and your health care providers protected health information prior to the issuance of a certificate or policy of insurance to you and to determine your rates. We will protect the confidentiality of that information in the same manner as all other protected health information we maintain; and, if a certificate or policy of insurance is not issued to you, we will not use or disclose the information about you we obtained about you for any other purpose.
- **Plan Sponsors.** We may also use or disclose protected health information to the plan sponsor of a group health plan, if applicable, provided that any such plan sponsor certifies that the information provided will be maintained in a confidential manner and not used for employment related decisions or for other employee benefit determinations or in any other manner not permitted by law.
- **Health-Related Benefits and Services.** We or our business associates may also contact you regarding health-related benefits and services that may be of interest to you.

#### **USE AND DISCLOSURE OF YOUR PROTECTED HEALTH INFORMATION IN CERTAIN SPECIAL CIRCUMSTANCES**

Your protected health information may be used or disclosed as applicable without your authorization in the following circumstances: for any purpose when required by law; for public health activities as required by law if we suspect child abuse or neglect or believe you to be a victim of abuse, neglect, or domestic violence; as required by law for governmental health oversight agency conducting audits, investigations or civil or criminal proceedings; if required by a court or an administrative ordered subpoena or discovery request (in most cases you will have notice of such disclosure); as required by law for certain law enforcement purposes; about deceased persons to coroners, health examiners,

and funeral directors consistent with law; if necessary for organ and tissue donation or transplant; for certain government-approved research purposes; upon reasonable belief to avert a serious threat to health or safety; for specialized government functions (such as military personnel and inmates in correctional facilities); national security or intelligence activities or to workers' compensation agencies if necessary to make a benefit determination.

### **Your Privacy Rights**

You have the following rights as an individual with respect to the protected health information we maintain about you:

- **Confidential Communications.** You may request that we communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may wish to receive communications from us at your work location rather than your home. We will evaluate all such requests, however, we must only accommodate your written request if you clearly state that your life could be endangered by the disclosure of all or part of your protected health information. You may obtain a form to request to receive confidential communication in a particular manner or at a certain location by contacting Customer Service at 1-800-752-9797.
- **Access to Your Protected Health Information.** You have a right to inspect and/or copy much of the protected health information that we retain on your behalf. We may charge a fee for the costs of copying, mailing, postage, labor and supplies associated with your request and you will be notified in advance of any such fee to be charged.. You may obtain an access request form by contacting Customer Service at 1-800-752-9797.
- **Requesting Restrictions.** You have the right to request a restrictions in on certain of our uses or and disclosures of your protected health information for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. Your request must describe in detail the restriction you are requesting. We will evaluate all requests for restrictions; however, we are not required to agree to the restriction and we retain the right to terminate an agreed to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed- to restriction to sending such termination notice. You may obtain a form to request a restriction or to terminate an existing restriction by contacting Customer Service at 1-800-752-9797.
- **Amendment.** You have the right to request in writing that protected health information that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests, in order to be considered by us, must be in writing, signed by you or your representative, and must state the reasons for the amendment/correction request. If an amendment or correction you request is made by us, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. You may obtain an amendment request form by contacting Customer Service at 1-800-752-9797.
- **Accounting of Disclosure.** You have the right to receive an accounting of certain disclosures made by us of your protected health information. Requests must be made in writing and signed by you or your representative. Accounting request forms are available from Customer Service at 1-800-752-9797. The first accounting in any 12-month period is free;, but we may charge you for additional lists within the same 12-month period (you will be notified in advance of any fee to be charged).

- **Complaints.** If you believe your privacy rights have been violated, you can file a complaint in writing. Send your complaint to: Consumer Affairs Department, 2700 W. Plano Parkway-3D, Plano, Texas 75075. You may contact our Consumer Affairs Department at 1-972-881-6688. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services in Washington D.C. in writing within 180 days of a violation of your rights. We will not retaliate against you for filing a complaint.

### **Additional Information**

If you have any questions or need further assistance regarding this Notice or to request assistance with any of the items listed above, please contact Customer Service at 1-800-752-9797. You may contact our Consumer Affairs Department at 1-972-881-6688.