

SERFF Tracking Number: ALST-126250239 State: Arkansas  
Filing Company: American Heritage Life Insurance Company State Tracking Number: 43090  
Company Tracking Number: GAPWM  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group Accident  
Project Name/Number: GAPWM/

## Filing at a Glance

Company: American Heritage Life Insurance Company

Product Name: Group Accident SERFF Tr Num: ALST-126250239 State: Arkansas  
TOI: H02G Group Health - Accident Only SERFF Status: Closed-Withdrawn State Tr Num: 43090  
Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: GAPWM State Status: Withdrawn  
Filing Type: Form Reviewer(s): Rosalind Minor  
Authors: Angie Redden, Lynn Disposition Date: 09/09/2009  
Bautista, Patti Hicks  
Date Submitted: 07/31/2009 Disposition Status: Withdrawn  
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: GAPWM  
Project Number:  
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed  
Date Approved in Domicile:  
Domicile Status Comments: This is a case specific filing for a policyholder sitused in Arkansas.

Explanation for Combination/Other:  
Submission Type: Resubmission  
Group Market Size: Large  
Group Market Type: Employer  
Explanation for Other Group Market Type:  
State Status Changed: 09/09/2009  
Created By: Lynn Bautista  
Corresponding Filing Tracking Number:  
Filing Description:

Market Type: Group  
Previous Filing Number: ALST-126167739  
Overall Rate Impact:  
Filing Status Changed: 09/09/2009  
Deemer Date:  
Submitted By: Lynn Bautista

These forms were previously approved under filing number ALST-126167739 (State Tracking Number 42771) on July 1, 2009. As before, these forms are being submitted as a single case filing to provide group voluntary coverage as requested by Walmart Stores Inc., to provide benefits to their employees beginning January 1, 2010. Walmart's 2009 open enrollment for their 2010 benefits will begin in October of this year. The benefits and many of the administrative provisions have been designed and worded specifically at the request of the policyholder. The policyholder has requested a change to the forms since they were last approved, which is to include language for Employee and Spouse Coverage. This is the only change to the forms. A red-line version of the forms is included for your convenience. As

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these forms have not yet been implemented and the change is minor, we have not revised the form number on these forms.

## Company and Contact

### Filing Contact Information

Lynn Bautista, Compliance Analyst CBautista@allstate.com  
 Attn: Legal/Compliance 904-992-3046 [Phone]  
 1776 American Heritage Life Drive 904-992-2975 [FAX]  
 Jacksonville, FL 32224-9983

### Filing Company Information

American Heritage Life Insurance Company CoCode: 60534 State of Domicile: Florida  
 ATTN: Legal/Compliance Group Code: 8 Company Type: Life and Health  
 1776 American Heritage Life Drive Group Name: Allstate State ID Number:  
 Jacksonville, FL 32224-9983 FEIN Number: 59-0781901  
 (904) 992-1776 ext. [Phone]

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Heritage Life Insurance Company	\$50.00	07/31/2009	29563000

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	09/09/2009	09/09/2009
Approved-Closed	Rosalind Minor	08/05/2009	08/05/2009

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## **Disposition**

Disposition Date: 09/09/2009

Implementation Date:

Status: Withdrawn

Comment:

As requested in your e-mail of 9/4/09, this submission is being withdrawn.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Withdrawn	Yes
Supporting Document	Application	Withdrawn	Yes
Supporting Document	Red-line version of forms	Withdrawn	Yes
Form	Group Accident Insurance Policy	Withdrawn	Yes
Form	Group Accident Certificate of Insurance	Withdrawn	Yes

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## **Disposition**

Disposition Date: 08/05/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
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<b>Supporting Document</b>	Application	Withdrawn	Yes
<b>Supporting Document</b>	Red-line version of forms	Withdrawn	Yes
<b>Form</b>	Group Accident Insurance Policy	Withdrawn	Yes
<b>Form</b>	Group Accident Certificate of Insurance	Withdrawn	Yes

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## Form Schedule

### Lead Form Number: GAPWM

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn 09/09/2009	GAPWM	Policy/Cont ract/Fratern al Certificate	Group Accident Insurance Policy	Revised	Replaced Form #: GAPWM Previous Filing #: ALST-126167739	51.000	GAPWM Policy.pdf
Withdrawn 09/09/2009	GACWM	Certificate	Group Accident Certificate of Insurance	Revised	Replaced Form #: GACWM Previous Filing #: ALST-126167739	52.000	GACWM Certificate.pdf



[ Workplace Division ]

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

A Stock Company

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**GROUP ACCIDENT INSURANCE POLICY  
WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT  
NON-PARTICIPATING**

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

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

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

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

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

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[ *Cary Stewart* ]

Secretary

[ *David A. Beard* ]

President

**THIS IS A GROUP ACCIDENT POLICY WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS POLICY  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

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**GROUP ACCIDENT PLAN  
WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT  
POLICY SPECIFICATIONS**

- 4 **POLICYHOLDER:** [WALMART STORES, INC.]
- 5 **POLICY NUMBER:** [GROUP123]
- 6 **POLICY EFFECTIVE DATE:** [January 1, 2010]
- 7 **POLICY ANNIVERSARY DATE:** [January 1, 2011] and the [first day] of [January] each calendar year thereafter.
- GOVERNING JURISDICTION:** The state of Arkansas and subject to the laws of that jurisdiction.
- 8 **ELIGIBLE CLASS(ES):** [The classes of employees eligible for insurance are those classes defined in the policyholder's Health and Welfare Plan.]
- 9 **ELIGIBILITY WAITING PERIOD:** [The waiting period for eligible employees is as defined in the policyholder's Health and Welfare Plan]
- 10 **INITIAL RATE:** [Bi-weekly rate of \$XX.XX per employee for Employee-Only Coverage; or \$XX.XX per employee for Employee and Child(ren) Coverage; \$XX.XX per employee for Employee and Spouse Coverage; or \$XX.XX per employee for Family Coverage]
- 11 **RATE GUARANTEE DATE:** [12/31/2016 for active employees]
- 12 **PREMIUM DUE:** [01/01/2010 and bi-weekly thereafter.] The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.
- 13 **COST OF COVERAGE:** [The employee pays the cost of coverage pre-tax through the policyholder's Flexible Benefit Plan.]
- 14 **[DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES**

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

**Name**

**Location (City and State)]**

[None]

## POLICYHOLDER PROVISIONS

### RATE GUARANTEE

A change in premium rate will not take effect before the Rate Guarantee Date shown on page 3, except for the following reasons:

1. a change occurs in this plan design (including any material change in the eligibility rules) that is requested by the policyholder; or
- 15 2. the number of insured eligible employees decreases by [50%] or more due to corporate restructuring; or
3. a new law or a change in any existing law is enacted which applies to this policy that would materially change the cost of the policy.

We will notify the policyholder in writing at least [180 days] before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing.

### PREMIUM INCREASES OR DECREASES

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

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

### INFORMATION REQUIRED FROM THE POLICYHOLDER

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

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

### CANCELING POLICY

This policy can be canceled:

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

16 We may terminate or offer to modify this policy after the Rate Guarantee Date with at least [365 days] written notice to the policyholder, if:

1. the policyholder fails to perform any of its material obligations that relate to this policy; or
2. fewer than [50 employees] are insured.

With regards to the policyholder's failure to perform any of its material obligations that relate to this policy, before we give the policyholder [365 days] written notice of our intent to terminate or modify this policy, we must first give the policyholder [30 days] written notice of the breach and the opportunity to cure the breach during that [30 day] period. Only after giving such notice may we provide the policyholder with the [365 days] written notice of our intent to terminate or modify this policy.

The policyholder must pay us all premiums due for the full period this policy is in force. If the premium is not paid before the grace period ends, we may terminate this policy with at least [30 days] written notice to the policyholder. If the policyholder pays all past due premiums before the conclusion of the [30 day] notice period, the policy will not terminate.

The policyholder may cancel this policy by written notice delivered to us at least [180 days] prior to the cancellation date. When both the policyholder and we agree, this policy can be canceled on an earlier date. If canceled, coverage will end at 12:00 midnight on the last day of coverage.

If this policy is canceled, the cancellation will not affect a payable claim incurred prior to cancellation.

## GENERAL PROVISIONS

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are the individuals defined as "Eligible Dependents" under the policyholder's Health and Welfare Plan.

Dependents of an employee cannot be covered as both a dependent and as an employee with their own coverage. If a dependent is or becomes covered as an employee with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.

A child born to the employee or spouse, while Employee and Child(ren) Coverage or Family Coverage is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for other dependent children covered under this policy.

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If the insured employee has Employee-Only Coverage [or Employee and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of [60 days]. If the insured employee desires uninterrupted coverage for a newborn child, the insured employee must notify the employer within [60 days] of that child's birth. Upon notification to us, we will convert the insured employee's Employee-Only Coverage to Employee and Child(ren) Coverage [or Employee and Spouse Coverage to Family Coverage] and provide notification of the additional premium due. If the insured employee does not notify the employer within [60 days] of the birth of the child, the temporary automatic coverage ends.

If the insured employee has Employee-Only Coverage or Employee and Child(ren) Coverage and marries and desires coverage for his or her spouse, the insured employee must notify the employer of the marriage within [60 days] of the marriage. We will convert the coverage to Family Coverage and provide notification of the additional premium due.

An adopted child or child pending adoption will be covered as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption by the insured employee has been entered within [60 days] after the date of birth.
2. If adoption proceedings have been instituted by the insured employee within [60 days] after the date of birth and the insured employee has temporary custody, coverage is provided from the moment of birth.
3. For children other than newborns, if adoption proceedings have been completed, and a decree of adoption was entered within 1 year from the institution of the proceedings, coverage will begin upon temporary custody for 1 year, unless extended by the order of the court by reasons of the special needs of the child.

Coverage must be provided as long as the insured employee has custody of the child pursuant to decree of the court and required premiums are paid.

If the insured employee has Employee-Only Coverage [or Employee and Spouse Coverage], we will convert the Employee-Only Coverage to Employee and Child(ren) Coverage [or Employee and Spouse Coverage to Family Coverage] and provide notification of the additional premium due.

### ELIGIBILITY DATE

If the employee is working for the policyholder in an eligible class, the date such employee is eligible for coverage is the later of:

1. the policy effective date; or
2. the date that the employee becomes eligible for coverage under the terms of the policyholder's Health and Welfare Plan.

### WHEN AN ELIGIBLE EMPLOYEE CAN ENROLL FOR OR CHANGE COVERAGE

The employee may apply for or change coverage as permitted under the terms of the policyholder's Health and Welfare Plan.

## GENERAL PROVISIONS (Continued)

### EFFECTIVE DATE OF COVERAGE

Coverage for employees who enroll during the initial enrollment will be effective on the effective date of this policy. For employees who enroll subsequent to the effective date of this policy, coverage will be effective in accordance with the terms of the policyholder's Health and Welfare Plan.

For any change in an employee's coverage, the change in coverage is effective in accordance with the terms of the policyholder's Health and Welfare Plan.

### CERTIFICATES OF INSURANCE

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

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

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

### TERMINATION OF COVERAGE

The insured employee's coverage under this policy ends, subject to the "Portability Coverage" provision of this policy, on the earliest of:

1. the date this policy is canceled by the policyholder; or
2. the last day of the period for which such insured employee made any required premium payments; or
3. the last day such insured employee is in active employment, except as provided under the "Leave of Absence" provision; or
4. the date such insured employee is no longer in an eligible class; or
5. the date such insured employee's class is no longer eligible.

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

If the insured employee's spouse is a covered person, the spouse's coverage ends upon valid decree of divorce or death of the insured employee, or when an insured employee moves to an eligible class that does not provide spouse coverage.

Coverage for a dependent child ends on the certificate anniversary next following the date the child is no longer eligible for coverage under the terms of the policyholder's Health and Welfare Plan. Coverage does not terminate for an unmarried child who:

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

The child's coverage continues as long as the insured employee's coverage remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if the insured employee has Employee and Child(ren) Coverage or Family Coverage and there are other eligible dependents insured under this policy.

Coverage may be eligible for continuation as outlined in the "Portability Coverage" provision.

### AGENCY

For purposes of this policy, the policyholder acts on its own behalf or as the employee's agent. Under no circumstances will the policyholder be deemed our agent.

## GENERAL PROVISIONS (Continued)

### LEAVE OF ABSENCE

If an insured employee ceases active employment because of a leave of absence while coverage is in force, he or she will have the opportunity to continue coverage while he or she is away from active employment. Coverage will be in accordance with the terms of the policyholder's Health and Welfare Plan. This includes, but is not limited to, how coverage is provided, how premiums are paid for during the absence, and whether coverage is reinstated upon return to employment.

### GRACE PERIOD

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The policyholder is entitled to a grace period of [60 days] for the payment of any premium due. This policy continues in force during the grace period, unless the policyholder gives us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of this policy. The policyholder is liable to us for the payment of any pro-rata premium for the time this policy is in force during a grace period.

### ENTIRE CONTRACT

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the application and other written statements of the policyholder; and
4. any individual applications, enrollments, evidence of insurability or other statements of the insured employee.

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

### INCONTESTABILITY

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in any applications, can be used to void this policy. After 2 years from the effective date of coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim.

### 19 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

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

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

### LEGAL ACTION

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

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 180 days from the time a decision on appeal regarding a claim for benefits under this policy has been rendered. A lawsuit may not be filed after this 180 day period expires.

### CLERICAL ERROR

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

## GENERAL PROVISIONS (Continued)

### **BENEFICIARY; CHANGE OF BENEFICIARY**

If there is no named beneficiary, we will pay any benefits due at a covered person's death in the following order:

- 20
1. [to the insured employee, if living; otherwise
  2. to the insured employee's spouse, if living; otherwise
  3. to the covered person's children, in equal shares, if living; otherwise
  4. to the covered person's parents, in equal shares, if living; otherwise
  5. to the covered person's siblings, in equal shares, if living; otherwise
  6. to the covered person's estate].

Any change of beneficiary must be filed with the policyholder or at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date signed. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

### **21 [UNPAID PREMIUM; EXCESS PREMIUM**

Upon the payment of a claim under this policy, any premium owed by an employee in an individual capacity that is more than [60 days] past due may be deducted from the benefit amount payable to the employee. Any excess premium will be refunded to the employee.]

**(This space intentionally left blank.)**

## PORTABILITY COVERAGE

We will provide portability coverage, subject to these provisions.

Such coverage will be available for a covered person, if the following criteria are satisfied:

1. coverage under this policy terminates as described in the General Provision entitled "Termination of Coverage"; and
2. we receive a request for portability and payment of the first premium for the portability coverage not later than [60 days] after such termination.

No portability coverage will be provided for any person, if his or her insurance under this policy terminated due to his or her failure to make required premium payments.

### PORTABILITY COVERAGE

The benefits, terms and conditions of the portability coverage will be the same as those provided under this policy when the insurance terminated. Portability coverage may include any eligible dependents who were covered under this policy. Any change made to this policy after a covered person is insured under the portability coverage will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after a covered person's coverage under this policy terminates.

### PORTABILITY PREMIUMS

Premiums for portability coverage are due and payable in advance of each month of coverage to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate for the first [36 months] of portability coverage is the rate in effect under this policy for active employees who have the same coverage. After the first [36 months], the premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least [31 days] before any change is to take effect.

### GRACE PERIOD

The grace period, as defined in this policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### TERMINATION OF PORTABILITY COVERAGE

Insurance under this portability coverage will automatically end on the earliest of the following dates:

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

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### TERMINATION OF THE POLICY

If this policy terminates, insured employees and their covered dependents will be eligible to exercise the portability privilege on the termination date of this policy. Portability coverage may continue beyond the termination date of this policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if this policy had remained in full force and effect.

## LIMITATIONS AND EXCLUSIONS

This policy does not cover any loss incurred by a covered person as a result of:

1. an injury that occurred as the result of an on-the-job accident, except as may be provided under the On- and Off-the-Job Accident Only Intensive Care Unit Benefit; or
2. injury incurred prior to the covered person's effective date of coverage subject to the Incontestability provision; or
3. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
4. suicide, or any attempt at suicide, whether sane or insane; or
5. any injury sustained while the covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
6. hernia, including any complications due to hernia; or
7. dental or plastic surgery for cosmetic purposes except when such surgery is required to treat an injury or correct a disorder of normal bodily function that was caused by an injury; or
8. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
9. committing or attempting to commit an assault or felony; or
10. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway.

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

**(This space intentionally left blank.)**

## BENEFIT INFORMATION

### OFF-THE-JOB ACCIDENT ONLY BENEFITS

If, while this policy is in force, a covered person sustains an injury caused by an off-the-job accident which results in any of the losses stated in this "Benefit Information" provision, and is diagnosed by a physician, we pay the following benefits for such loss. Unless otherwise specified, if a loss is eligible to be paid under more than 1 benefit, the highest eligible benefit will be paid. Any loss not stated in this "Benefit Information" provision is not covered under this policy.

- A. Emergency Treatment:** We pay \$120 for the insured employee or covered spouse and \$70 for a covered child for required medical treatment as a result of a covered accident. This benefit is payable for physician fees, x-rays, and emergency room services. Treatment must be received within 72 hours of the covered accident. This benefit is payable only once for any and all treatment that occurs during any 24-hour period, per covered person, per covered accident.
- B. Follow-Up Treatment:** We pay \$25 per follow-up visit when a covered person requires additional follow-up treatment after receiving emergency treatment for which a benefit is paid under Emergency Treatment (benefit A). Follow-up treatment must be administered by a physician in a physician's office or in a hospital on an outpatient basis. Follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital. This benefit is payable for 1 follow-up treatment per day for a maximum of 6 treatments, per covered person, per covered accident. This benefit is not payable for treatments for which the Physical Therapy benefit (benefit R) is paid.
- C. Initial Hospitalization:** We pay \$1,000 the first time a covered person is hospital confined for at least 24 hours for treatment as a result of an injury; or \$1,500 if the covered person is admitted directly to a hospital intensive care unit. Confinement must start within 30 days of the covered accident. This benefit is payable only once per continuous hospital or intensive care unit confinement, per calendar year, per covered person.
- D. Hospital Confinement:** We pay a daily benefit of \$200 for a continuous hospital confinement, up to 365 days per covered accident, when a covered person is hospital confined for at least 18 hours for treatment as a result of an injury. Confinement must start within 30 days of the covered accident. This benefit is not payable for days on which the Rehabilitation benefit (benefit S) is paid. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C).
- E. Intensive Care Unit Confinement:** We pay a daily benefit of \$400, up to 15 days for any 1 accident, per covered person, when a covered person is confined in a hospital intensive care unit, as a result of an injury. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C) and the Hospital Confinement benefit (benefit D). Confinement must start within 30 days of the covered accident.
- F. Dislocation:** We pay the benefit amount shown in the chart below when a covered person sustains a dislocation as a result of a covered accident. This benefit is payable for only the first dislocation of a joint. If a covered dislocation is reduced with local anesthesia or no anesthesia by a physician, we will pay 25% of the benefit amount shown in the chart below. This benefit is payable for a maximum of 2 covered dislocations per covered person, per covered accident.

<u>Joint</u>	<u>Benefit Amount</u>
Hip	\$2,000
Collar bone	\$800
Knee or shoulder	\$500
Ankle or foot (excluding toes)	\$500
Lower jaw	\$500
Wrist or elbow	\$400
Toe or finger	\$100

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- G. Burns:** We pay the benefit amount shown in the chart below when a covered person sustains a burn as a result of an accident if treated by a physician within 72 hours after a covered accident. Injuries due to sunburn are not a covered benefit.

<u>Affected Area</u>	<u>Benefit Amount</u>	
	<u>2<sup>nd</sup> Degree</u>	<u>3<sup>rd</sup> Degree</u>
Less than 20 square centimeters of the body surface	\$100	\$200
More than 20 but less than 40 square centimeters of the body surface	\$200	\$500
More than 40 but less than 65 square centimeters of the body surface	\$400	\$1,000
More than 65 but less than 160 square centimeters of the body surface	\$600	\$3,000
More than 160 but less than 225 square centimeters of the body surface	\$800	\$7,000
More than 225 square centimeters of the body surface	\$1,000	\$10,000

If the proof of loss does not specify the size of the burn, the lowest benefit amount shown will be paid.

- H. Skin Grafts:** We pay 50% of the benefit amount paid under the Burns benefit (benefit G) if a covered person receives 1 or more skin grafts for a covered burn. This benefit is paid in addition to the Burns benefit (benefit G).
- I. Eye Injury:** We pay \$250 for surgical repair or \$50 for removal of a foreign body by a physician if a covered person sustains an eye injury as a result of a covered accident.

- J. Lacerations:** We pay the benefit amount shown in the chart below when a covered person receives treatment for lacerations within 72 hours after a covered accident.

<u>Laceration</u>	<u>Benefit Amount</u>
Laceration(s) not requiring sutures	\$25
Single laceration less than 5 centimeters	\$50
Laceration(s) at least 5 centimeters but not more than 15 centimeters (total of all lacerations)	\$200
Laceration(s) over 15 centimeters (total of all lacerations)	\$400

If the proof of loss does not specify the size of the laceration, the lowest benefit amount shown will be paid.

- K. Fractures:** We pay the benefit amount shown in the chart below when a covered person sustains a fracture corrected by open or closed repair as a result of a covered accident. This benefit is payable for no more than 2 fractures per covered person, per covered accident.

<u>Fracture</u>	<u>Benefit Amount</u>
Hip	\$2,000
Skull	
depressed	\$1,500
simple	\$500
Leg	\$1,000
Rib	\$1,000
Vertebrae (body of), pelvis (excluding coccyx), or sternum	\$1,000
Vertebral processes	\$1,000
Upper jaw, upper arm, or face (excluding nose)	\$600
Hand (excluding fingers)	\$500
Foot (excluding toes/heel)	\$500
Lower jaw	\$500
Nose, heel, or finger	\$500
Shoulder blade or forearm	\$500
Wrist, elbow, ankle, or kneecap	\$500
Coccyx	\$200
Toe	\$200

We pay 25% of the amounts shown for chip fractures or other fractures not corrected by open or closed repair.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- L. Emergency Dental Services:** We pay the benefit amount shown in the chart below when a covered person receives dental services as a result of an injury. This benefit is payable for no more than 1 dental benefit per covered person, per covered accident.

<u>Dental Service</u>	<u>Benefit Amount</u>
Broken teeth repaired with crowns	\$150
Broken teeth resulting in extractions	\$50

- M. Coma:** We pay \$10,000 if a covered person is in a coma as a result of a covered accident.

- N. Brain Concussion:** We pay \$50 if a covered person sustains a concussion as a result of a covered accident.

- O. Paralysis:** We pay the benefit amount shown in the chart below if a covered person suffers from spinal cord injury received in a covered accident which results in a complete and total loss of use of 2 or more limbs. Paralysis must last 30 or more consecutive days and must be confirmed by a physician. This benefit is only payable once per covered person.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia (Paralysis of 4 limbs)	\$10,000
Paraplegia (Paralysis of lower limbs)	\$5,000

- P. Surgical Procedures:** We pay the benefit amount shown in the chart below if a covered person requires a surgical procedure as a result of a covered accident. Two or more surgical procedures performed through the same incision or entry point are considered 1 operation; we pay the amount for the procedure with the largest dollar amount benefit. Surgery must be performed within 1 year of a covered accident. Miscellaneous surgery is surgery that requires general anesthesia and is not covered by any other specific surgery benefit listed below. The miscellaneous surgery benefit is payable only once per 24 hour period even though more than 1 surgery or procedure may be performed.

<u>Surgery</u>	<u>Benefit Amount</u>
Open abdominal (including exploratory laparotomy), cranial, hernia, or thoracic surgery	\$1,000
Ruptured discs	\$500
Tendons and/or ligaments	\$500
Torn knee cartilages	\$500
Torn rotator cuffs	\$500
Arthroscopy without surgical repair	\$250
Miscellaneous surgery	\$250

- Q. Major Diagnostic Exams:** We pay \$150 if a covered person requires 1 of the following exams as a result of a covered injury: CT (computerized tomography) scan; MRI (magnetic resonance imaging); or EEG (electroencephalogram). The exam must be performed in a hospital, a physician's office, or an ambulatory surgical center. This benefit is limited to 1 payment per calendar year, per covered person.

- R. Physical Therapy:** We pay \$25 per day for physical therapy if a covered person receives physical therapy as a result of a covered injury. Therapy must be prescribed by a physician and begin within 30 days of the covered accident or discharge from the hospital and be received within the first 6 months after the covered accident or discharge from the hospital. This benefit is payable for 1 treatment per day for a maximum of 10 treatments per covered accident, per covered person. This benefit is not payable for treatments which the Follow-Up Treatment benefit (benefit B) is paid.

- S. Rehabilitation:** We pay \$100 per day if a covered person is confined to a rehabilitation unit as a result of a covered accident, provided that the covered person has been confined to a hospital immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days for each covered person per continuous period of rehabilitation unit confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days in which the Hospital Confinement benefit (benefit D) is paid.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- T. Appliances:** We pay \$100 if a covered person, as a result of a covered injury and upon the advice of a physician, requires the use of a medical appliance as an aid in personal locomotion or mobility. Covered medical appliances are: crutches; wheelchair; leg brace; back brace; and walker. This benefit is payable only once per covered person, per covered accident.
- U. Prosthesis:** We pay \$500 if a covered person requires a prosthetic device as a result of a covered injury. This benefit is not payable for hearing aids, wigs, or any dental aids including false teeth. This benefit is payable only once per covered person, per covered accident.
- V. Blood, Plasma and/or Platelets:** We pay \$100 if a covered person, as a result of a covered injury, requires blood, plasma, and/or platelets. This benefit is not payable for immunoglobulins and is payable only once per covered person, per covered accident.
- W. Ambulance:** We pay \$150 for ground ambulance or \$1,000 for air ambulance if a covered person requires ambulance transportation to a hospital or emergency center as a result of a covered injury. The ambulance transportation must occur within 72 hours of the covered accident. Service must be provided by a licensed professional ambulance company.
- X. Transportation:** We pay \$400 per round trip for treatment at a non-local hospital as the result of a covered accident. This benefit is payable for only the covered person for whom the treatment is prescribed, except that if the treatment is for a covered dependent child and travel by common carrier is necessary, we pay an additional \$400 per round trip for 1 of the dependent child's parents or legal guardians to travel with the child. A physician must prescribe the treatment. This benefit is payable for up to 3 round trips per calendar year, per covered person. This benefit is not payable for transportation by ambulance or air ambulance to the hospital.
- Y. Family Lodging:** We pay \$100 per night for 1 motel/hotel room for an immediate family member to accompany the covered person who requires non-local hospital confinement as a result of a covered accident. This benefit is payable for up to 30 days per covered accident, and only during the days the covered person is confined in the hospital.
- Z. Accidental Death and Dismemberment:** We pay the benefit amount shown in the chart below if death or dismemberment occurs as a result of an injury sustained in a covered accident within 90 days of such accident. If more than 1 dismemberment is sustained in any 1 accident, the total amount we will pay will not exceed the highest single benefit for accidental dismemberment. Benefits are payable only once for any covered accident. If death and dismemberment result from the same accident, only the Accidental Death benefit will be paid. This benefit is paid regardless of whether the dismembered body part is surgically reattached.

<u>Accidental Death</u>	<u>Common Carrier</u>	<u>Other Accidents</u>			
Insured Employee:	\$100,000	\$25,000			
Covered Spouse:	\$100,000	\$25,000			
Covered Child:	\$15,000	\$7,500			
<u>Accidental Dismemberment</u>	<u>Both arms and both legs</u>	<u>2 eyes, feet, hands, arms or legs</u>	<u>1 eye, foot, hand, arm or leg</u>	<u>1 or more fingers and/or 1 or more toes</u>	
Insured Employee:	\$25,000	\$25,000	\$6,250	\$1,250	
Covered Spouse:	\$25,000	\$25,000	\$6,250	\$1,250	
Covered Child:	\$7,500	\$7,500	\$1,875	\$500	

## BENEFIT INFORMATION (Continued)

### ON- AND OFF-THE-JOB ACCIDENT ONLY INTENSIVE CARE UNIT BENEFIT

- A. Intensive Care Unit:** We pay a daily benefit of \$600 when a covered person is confined to an intensive care unit for at least 18 hours as a result of an injury from a covered on-the-job accident. This benefit is payable for up to 15 days per covered person, per covered accident. Confinement must start within 30 days of the accident.
- B. Step-down Intensive Care Unit Confinement:** We pay a daily benefit of \$200 for an off-the-job accident or \$400 for an on-the-job accident when a covered person is confined to a step-down intensive care unit for at least 18 hours as a result of an injury sustained from a covered accident. This benefit is payable in addition to any Hospital Confinement benefit (benefit D) payable for a covered accident. This benefit is payable for up to 15 days per covered person, per covered accident.

### WELLNESS BENEFIT

**23 Wellness:** We pay [\$75] per certificate year, for either the insured employee or 1 other covered person, when an eligible examination or test is performed, after the insured employee's coverage has been in force for at least 12 months. The test must be performed under the supervision of or recommended by a physician, while coverage is in force, and a charge must be incurred. We will pay this benefit regardless of the result of the examination or test. The eligible wellness examinations and tests are:

1. [annual physical examination; and
2. dental examination; and
3. mammography; and
4. pap smear; and
5. eye examination; and
6. immunization; and
7. flexible sigmoidoscopy; and
8. PSA (prostate specific antigen – blood test for prostate cancer); and
9. ultrasound; and
10. blood screening].

[If the employee was insured by the prior accident policy offered through the policyholder's Health and Welfare Plan, the length of time his or her coverage was in effect will reduce the waiting period for receiving benefits under this wellness benefit.]

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## CLAIM INFORMATION

### NOTICE OF CLAIM

24 We encourage a covered person to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by this policy, or as soon as reasonably possible. Notice given to us by, or on behalf of, a covered person or the beneficiary to us at [PO Box 41488, Jacksonville FL 32203-1488], with the covered person's name and certificate number, is notice to us.

A claim form can be requested from us. If it is not received within 15 days of the request, notice of claim may be sent to us by providing us a statement of the nature and extent of the loss.

### FILING A CLAIM

25 [If a covered person's claim is denied, a notice will be sent within a reasonable time period, but not longer than 90 days from receipt of the claim. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 90 days. A covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state the specific reason(s) for the adverse benefit determination; and
- reference the specific policy provisions on which the determination is based; and
- describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary; and
- describe the policy's claims review procedures and the time limits applicable to such procedures, including a statement of the covered person's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.]

### PROOF OF CLAIM

Written proof must be given to us within 90 days of each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 15 months from the time specified unless the covered person is legally incapacitated.

### COOPERATION OF BENEFICIARY

The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

### PHYSICAL EXAMINATION AND AUTOPSY

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

### PAYMENT OF CLAIMS

After receiving written proof of loss, we will pay all benefits then due under this policy and will make payment to the insured employee, unless the insured employee assigned the benefit to someone else. Any amounts unpaid at the insured employee's death may, at our option, be paid either to the named beneficiary or as described in the "Beneficiary; Change of Beneficiary" provision.

### ASSIGNMENT

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

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

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

## CLAIM INFORMATION (Continued)

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

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

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

We will not recover more money than we overpaid.

### CLAIM REVIEW

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[A covered person will have 60 days from the receipt of an adverse benefit determination to file an appeal. Requests for appeals should be sent to [Allstate Workplace Division, Wal-Mart Claims Unit, PO Box 41488, Jacksonville FL 32203-1488], Attention: Appeals.

A covered person will have the opportunity to submit written comments, documents, or other information in support of the appeal, and the covered person will have access to all documents that are relevant to the claim.

The covered person will be notified of our benefit determination on review within a reasonable time, but not later than 60 days from receipt of the request for review. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 60 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state specific reason(s) of the adverse determination;
- reference specific policy provision(s) on which the benefit determination is based;
- state that the covered person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- describe any voluntary appeal procedures offered by the policy and the covered person's right to obtain information about such procedures; and
- include a statement regarding the covered person's right to bring an action under section 502(a) of ERISA.]

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## GLOSSARY

**Active Employment.** Means that the employee is working for the employer for earnings that are paid regularly and is performing the material and substantial duties as assigned by the employer. The employee will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if actively employed on the preceding scheduled work day. Temporary and seasonal workers are excluded from coverage.

The location at which the employee performs work must be:

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

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment.

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

**Certificate Year.** Means a consecutive 12 month period beginning on the effective date of insurance for each insured employee.

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

**Common Carrier.** Means only the following: commercial airlines; passenger trains; inter-city buslines; trolleys; or boats. It does not include taxis; intra-city buslines or private charter planes.

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

**Covered Accident.** Means a sudden, unforeseen and unexpected event which occurs without the covered person's intent, which results in an injury to the covered person and for which benefits are payable.

**Covered Person.** Means any of the following:

1. any eligible family member (including the employee) named in the enrollment or evidence of insurability form and acceptable for coverage by us; or
2. any eligible dependent added after the effective date; or
3. a newborn child or adopted child subject to the "Eligibility of Dependents" provision.

**Day.** A 24 hour period.

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

**Employee.** Means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder.

**Employee and Child(ren) Coverage.** Means coverage that includes only the insured employee, as defined, and eligible children.

**[Employee and Spouse Coverage.** Means coverage that includes only the insured employee, as defined, and his or her spouse.]

**Employee-Only Coverage.** Means coverage that includes only the insured employee, as defined.

## GLOSSARY (Continued)

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

**Family Coverage.** Means coverage that includes the insured employee, as defined, and his or her eligible dependents.

**Fracture.** Means a break in a bone that can be seen by x-ray and can be corrected by open (surgical) or closed (manipulative) repair.

**27** **Grace Period.** Means a period of [60 days] following the premium due date during which premium payment may be made. While the insured employee is employed with the policyholder, the premiums will be paid by the policyholder through payroll deductions. The grace period only applies to the insured employee during any portability period, when the insured employee will be required to pay the premiums directly to us.

**Hospital.** Means a legally operated institution with established facilities (either on its premises or available to the hospital on a contractual, pre-arranged basis and under the supervision of a staff of 1 or more duly licensed physicians), for the care and treatment of sick and injured persons for diagnosis, surgery, and 24 hour nursing service. Hospital does not include:

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

**Hospital Confined or Confinement.** Means confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement for an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** Means a hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide the following:

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

**Hospital Intensive Care Unit Confinement.** Means 1 continuous confinement or 2 or more hospital intensive care unit confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Immediate Family Member.** Means spouse, mother, father, child, step-child, adopted child.

**Injury.** Means a bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the effective date of coverage and while coverage is in force. See the Limitations and Exclusions section for injuries not covered by this policy.

**Inpatient.** Means a covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Employee.** Means an employee who has: (1) fulfilled all eligibility requirements set forth in this policy and the policyholder's Health and Welfare Plan; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by us.

**Leave of Absence.** Means the employee is absent from active employment for a period of time that has been agreed to in advance in writing by the current employer.

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

**Non-local.** Means more than 100 miles from the covered person's home or site of the accident.

## GLOSSARY (Continued)

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

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

**Off-the-Job Accident.** Means an accident that occurs while a covered person is not working at any job for pay or benefits.

**On-the-Job Accident.** Means an accident that occurs while a covered person is working at any job for pay or benefits.

**Paralysis.** Means spinal cord injuries received in a covered accident that result in complete and permanent loss of function of 2 or more limbs for a period of not less than 30 days. Paralysis must be confirmed by the attending physician.

**Payable Claim.** Means a claim for which we are liable under the terms of this policy.

**Physician.** Means:

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

We will not recognize the insured employee, his or her spouse, children, parents, or siblings as a physician for a claim.

**Policyholder.** Means the legal entity to whom this policy is issued.

**Rehabilitation Unit.** Means a hospital area providing coordinated multi-disciplinary physical restorative services to inpatients under the direction of a physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

**Step-down Intensive Care Unit.** Means a hospital area of special care, which provides a level of medical care below the highest level of acute medical care available at the hospital, but above the level of medical care in a regular private or semiprivate room or ward. The facility is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis.

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

**We, Us and Our.** Means American Heritage Life Insurance Company.

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**Allstate**<sup>®</sup>

Workplace Division

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6687

(904) 992-1776

A Stock Company

**THIS IS A GROUP ACCIDENT POLICY WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS POLICY  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**



[Workplace Division]

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

A Stock Company

1

(called "we", "our", "us" or "Company")

**CERTIFICATE OF INSURANCE**

This certificate explains the policy of insurance underwritten by us. It is not the contract of insurance. The policy (called the "policy"), as issued to the policyholder by us, alone makes up the agreement under which insurance coverage is provided and benefits are determined. The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. The policy may be inspected at the office of the policyholder during normal business hours.

**The accident coverage under this policy is a benefit offered as part of the Associates' Health and Welfare Plan (Plan). The Plan is an employer-sponsored health and welfare employee benefit plan governed under ERISA.**

**This document, together with the current version of the Associate Benefits Book, constitutes the summary plan description (SPD) for the accident coverage portion of the Plan. The SPD, together with the Wal-Mart Stores, Inc. Associates' Health and Welfare Plan Wrap Document, are the Plan documents for the Plan.**

**As a summary, this SPD does not describe every provision of the controlling Plan, nor does it modify any provision of the applicable Plan documents.**

**CONSIDERATION**

Your coverage under the policy is issued to you in consideration of your enrollment form or other form of application and the payment of the first premium. Your coverage under the policy is effective from 12:01 a.m. Standard Time on your effective date.

**INSURING CLAUSE**

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due. All such coverage is subject to the terms of the policy.

In this certificate the insured certificate holder (associate) will be referred to as "you", "your" or "yours".

This certificate supersedes and replaces any certificate previously issued to you under the policy.

2

[ ]

Secretary

[ ]

President

**THIS IS A GROUP ACCIDENT CERTIFICATE WHICH ONLY PROVIDES BENEFITS FOR OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS CERTIFICATE AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN. THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

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## GENERAL PROVISIONS

### COVERAGE SUBJECT TO POLICY

The coverage described in this certificate is subject in every way to the terms of the policy that is issued to the policyholder. It alone makes up the agreement by which the insurance is provided. The group policy may be amended or discontinued by agreement between us and the policyholder in accordance with the terms of the policy. Your consent is not required for this. Neither are we required to give you prior notice.

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are the individuals defined as "Eligible Dependents" under the policyholder's Health and Welfare Plan.

Your dependents cannot be covered as both a dependent and as an associate with their own coverage. If your dependent is or becomes covered as an associate with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.

A child born to you or your spouse, while Associate and Child(ren) Coverage or Family Coverage is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for other dependent children covered under this certificate.

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If you have Associate-Only Coverage [or Associate and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of [60 days]. If you desire uninterrupted coverage for a newborn child, you must notify your employer within [60 days] of that child's birth. Upon notification to us, we will convert your Associate-Only Coverage to Associate and Child(ren) Coverage [or Associate and Spouse Coverage to Family Coverage] and provide notification of the additional premium due. If you do not notify your employer within [60 days] of the birth of the child, the temporary automatic coverage ends.

If you have Associate-Only Coverage or Associate and Child(ren) Coverage, then marry and desire coverage for your spouse, your employer must be notified within [60 days] of your marriage. We will convert your coverage to Family Coverage and provide notification of the additional premium due.

An adopted child or child pending adoption will be covered as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption has been entered into by you within [60 days] after the date of birth.
2. If adoption proceedings have been instituted by you within [60 days] after the date of birth and you have temporary custody, coverage is provided from the moment of birth.
3. For children other than newborns, if adoption proceedings have been completed, and a decree of adoption was entered within 1 year from the institution of the proceedings, coverage will begin upon temporary custody for 1 year, unless extended by the order of the court by reasons of the special needs of the child.

Coverage must be provided as long as you have custody of the child pursuant to decree of the court and required premiums are paid.

If you have Associate-Only Coverage [or Associate and Spouse Coverage], we will convert your Associate-Only Coverage to Associate and Children Coverage [or Associate and Spouse Coverage to Family Coverage] and provide notification of the additional premium due.

### WHEN YOU CAN ENROLL OR CHANGE YOUR COVERAGE

You may apply for or change coverage as permitted under the terms of the policyholder's Health and Welfare Plan.

### ELIGIBILITY DATE

If you are working for the policyholder in an eligible class, the date you are eligible for coverage is the later of:

1. the policy effective date; or
2. the date you become eligible for coverage under the terms of the policyholder's Health and Welfare Plan.

## GENERAL PROVISIONS (Continued)

### EFFECTIVE DATE OF COVERAGE

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If you enrolled for this coverage provided by us during your employer's initial enrollment period during the [Fall of 2009], your coverage is effective on [January 1, 2010]. If you enrolled for coverage anytime after your employer's initial enrollment period or anytime on or after [January 1, 2010], your coverage will be effective in accordance with the terms of the policyholder's Health and Welfare Plan.

For any change in coverage, the change in coverage is effective in accordance with the terms of the policyholder's Health and Welfare Plan.

### CERTIFICATE OF INSURANCE

This certificate of insurance provides a description of the insurance provided by the policy issued to your employer. It describes the essential features of the insurance coverage and to whom benefits are payable.

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

### TERMINATION OF COVERAGE

Your coverage under the policy ends subject to the "Portability Coverage" provision of this certificate on the earliest of:

1. the date the policy is canceled by the policyholder; or
2. the last day of the period for which you made any required premium payments; or
3. the last day you are in active employment, except as provided under the "Leave of Absence" provision; or
4. the date you are no longer in an eligible class; or
5. the date your class is no longer eligible.

We will provide coverage for a payable claim that occurs while you are covered under the policy.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death, or when you move to an eligible class that does not provide spouse coverage.

Coverage for a dependent child ends on the certificate anniversary next following the date the child is no longer eligible for coverage under the terms of the policyholder's Health and Welfare Plan. Coverage does not terminate for an unmarried child who:

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

The child's coverage continues as long as your coverage remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Associate and Child(ren) Coverage or Family Coverage and you have other dependent children insured.

Coverage may be eligible for continuation as outlined in the "Portability Coverage" provision.

### AGENCY

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

## GENERAL PROVISIONS (Continued)

### LEAVE OF ABSENCE

If you cease active employment because of a leave of absence while coverage is in force, you will have the opportunity to continue your coverage while you are away from active employment. Coverage will be in accordance with the terms of the policyholder's Health and Welfare Plan. This includes, but is not limited to how coverage is provided, how premiums are paid for during the absence and whether coverage is reinstated upon return to employment.

### INCONTESTABILITY

After 2 years from the effective date of coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim.

### 6 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

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

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

### LEGAL ACTION

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

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 180 days from the time a decision on appeal regarding a claim for benefits under this certificate has been rendered. A lawsuit may not be filed after this 180 day period expires.

### CLERICAL ERROR

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

### BENEFICIARY; CHANGE OF BENEFICIARY

If no beneficiary is named, we will pay any benefits due at the covered person's death in the following order:

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1. [to you, if living; otherwise
  2. to your spouse, if living; otherwise
  3. to the covered person's children, in equal shares, if living; otherwise
  4. to the covered person's parents, in equal shares, if living; otherwise
  5. to the covered person's siblings, in equal shares, if living; otherwise
  6. to the covered person's estate].

Any change of beneficiary must be filed with the policyholder or at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date you signed it. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

### 8 [UNPAID PREMIUM; EXCESS PREMIUM

Upon the payment of a claim under this certificate, any premium owed by you in an individual capacity that is more than [60 days] past due may be deducted from the benefit amount payable to you or one of your eligible dependents. Any excess premium will be refunded to you.]

## PORTABILITY COVERAGE

We will provide portability coverage, subject to these provisions.

Such coverage will be available for a covered person, if the following criteria are satisfied:

1. coverage under the policy terminates as described in the General Provision entitled "Termination of Coverage"; and
2. we receive a request for portability and payment of the first premium for the portability coverage not later than [60 days] after such termination.

No portability coverage will be provided for any person, if his or her insurance under the policy terminated due to his or her failure to make required premium payments.

### PORTABILITY COVERAGE

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated. Portability coverage may include any eligible dependents who were covered under the policy. Any change made to the policy after a covered person is insured under the portability coverage will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after a covered person's coverage under the policy terminates.

### PORTABILITY PREMIUMS

Premiums for portability coverage are due and payable in advance of each month of coverage to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate for the first [36 months] of portability coverage is the rate in effect under the policy for active associates who have the same coverage. After the first [36 months], the premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least [31 days] before any change is to take effect.

### GRACE PERIOD

The grace period, as defined, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### TERMINATION OF PORTABILITY COVERAGE

Insurance under this portability coverage will automatically end on the earliest of the following dates:

1. the date you again become eligible for insurance under the policy; or
2. the last day for which premiums have been paid, if the covered person fails to pay premiums when due, subject to the grace period; or
3. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date your dependent ceases to be an eligible dependent as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### TERMINATION OF THE POLICY

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the policy's termination date, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.

## LIMITATIONS AND EXCLUSIONS

The policy does not cover any loss incurred by a covered person as a result of:

1. an injury that occurred as the result of an on-the-job accident, except as may be provided under the On- and Off-the-Job Accident Only Intensive Care Unit Benefit; or
2. injury incurred prior to the covered person's effective date of coverage subject to the Incontestability provision; or
3. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
4. suicide, or any attempt at suicide, whether sane or insane; or
5. any injury sustained while the covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
6. hernia, including any complications due to hernia; or
7. dental or plastic surgery for cosmetic purposes except when such surgery is required to treat an injury or correct a disorder of normal bodily function that was caused by an injury; or
8. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
9. committing or attempting to commit an assault or felony; or
10. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway.

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

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## BENEFIT INFORMATION

### OFF-THE-JOB ACCIDENT ONLY BENEFITS

If, while the policy is in force, a covered person sustains an injury caused by an off-the-job accident which results in any of the losses stated in this "Benefit Information" provision, and is diagnosed by a physician, we pay the following benefits for such loss. Unless otherwise specified, if a loss is eligible to be paid under more than one benefit, the highest eligible benefit will be paid. Any loss not stated in this "Benefit Information" provision is not covered under the policy.

- A. Emergency Treatment:** We pay \$120 for you or your covered spouse and \$70 for a covered child for required medical treatment as a result of a covered accident. This benefit is payable for physician fees, x-rays, and emergency room services. Treatment must be received within 72 hours of the covered accident. This benefit is payable only once for any and all treatment that occurs during any 24-hour period, per covered person, per covered accident.
- B. Follow-Up Treatment:** We pay \$25 per follow-up visit when a covered person requires additional follow-up treatment after receiving emergency treatment for which a benefit is paid under Emergency Treatment (benefit A). Follow-up treatment must be administered by a physician in a physician's office or in a hospital on an outpatient basis. Follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital. This benefit is payable for one follow-up treatment per day for a maximum of 6 treatments, per covered person, per covered accident. This benefit is not payable for treatments for which the Physical Therapy benefit (benefit R) is paid.
- C. Initial Hospitalization:** We pay \$1,000 the first time a covered person is hospital confined for at least 24 hours for treatment as a result of an injury; or \$1,500 if the covered person is admitted directly to a hospital intensive care unit. Confinement must start within 30 days of the covered accident. This benefit is payable only once per continuous hospital or intensive care unit confinement, per calendar year, per covered person.
- D. Hospital Confinement:** We pay a daily benefit of \$200 for a continuous hospital confinement, up to 365 days per covered accident, when a covered person is hospital confined for at least 18 hours for treatment as a result of an injury. Confinement must start within 30 days of the covered accident. This benefit is not payable for days on which the Rehabilitation benefit (benefit S) is paid. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C).
- E. Intensive Care Unit Confinement:** We pay a daily benefit of \$400, up to 15 days for any one accident, per covered person, when a covered person is confined in a hospital intensive care unit, as a result of an injury. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C) and the Hospital Confinement benefit (benefit D). Confinement must start within 30 days of the covered accident.
- F. Dislocation:** We pay the benefit amount shown in the chart below when a covered person sustains a dislocation as a result of a covered accident. This benefit is payable for only the first dislocation of a joint. If a covered dislocation is reduced with local anesthesia or no anesthesia by a physician, we will pay 25% of the benefit amount shown in the chart below. This benefit is payable for a maximum of 2 covered dislocations per covered person, per covered accident.

<u>Joint</u>	<u>Benefit Amount</u>
Hip	\$2,000
Collar bone	\$800
Knee or shoulder	\$500
Ankle or foot (excluding toes)	\$500
Lower jaw	\$500
Wrist or elbow	\$400
Toe or finger	\$100

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- G. Burns:** We pay the benefit amount shown in the chart below when a covered person sustains a burn as a result of an accident if treated by a physician within 72 hours after a covered accident. Injuries due to sunburn are not a covered benefit.

<u>Affected Area</u>	<u>Benefit Amount</u>	
	<u>2<sup>nd</sup> Degree</u>	<u>3<sup>rd</sup> Degree</u>
Less than 20 square centimeters of the body surface	\$100	\$200
More than 20 but less than 40 square centimeters of the body surface	\$200	\$500
More than 40 but less than 65 square centimeters of the body surface	\$400	\$1,000
More than 65 but less than 160 square centimeters of the body surface	\$600	\$3,000
More than 160 but less than 225 square centimeters of the body surface	\$800	\$7,000
More than 225 square centimeters of the body surface	\$1,000	\$10,000

If the proof of loss does not specify the size of the burn, the lowest benefit amount shown will be paid.

- H. Skin Grafts:** We pay 50% of the benefit amount paid under the Burns benefit (benefit G) if a covered person receives one or more skin grafts for a covered burn. This benefit is paid in addition to the Burns benefit (benefit G).
- I. Eye Injury:** We pay \$250 for surgical repair or \$50 for removal of a foreign body by a physician if a covered person sustains an eye injury as a result of a covered accident.
- J. Lacerations:** We pay the benefit amount shown in the chart below when a covered person receives treatment for lacerations within 72 hours after a covered accident.

<u>Laceration</u>	<u>Benefit Amount</u>
Laceration(s) not requiring sutures	\$25
Single laceration less than 5 centimeters	\$50
Laceration(s) at least 5 centimeters but not more than 15 centimeters (total of all lacerations)	\$200
Laceration(s) over 15 centimeters (total of all lacerations)	\$400

If the proof of loss does not specify the size of the laceration, the lowest benefit amount shown will be paid.

- K. Fractures:** We pay the benefit amount shown in the chart below when a covered person sustains a fracture corrected by open or closed repair as a result of a covered accident. This benefit is payable for no more than 2 fractures per covered person, per covered accident.

<u>Fracture</u>	<u>Benefit Amount</u>
Hip	\$2,000
Skull	
depressed	\$1,500
simple	\$500
Leg	\$1,000
Rib	\$1,000
Vertebrae (body of), pelvis (excluding coccyx), or sternum	\$1,000
Vertebral processes	\$1,000
Upper jaw, upper arm, or face (excluding nose)	\$600
Hand (excluding fingers)	\$500
Foot (excluding toes/heel)	\$500
Lower jaw	\$500
Nose, heel, or finger	\$500
Shoulder blade or forearm	\$500
Wrist, elbow, ankle, or kneecap	\$500
Coccyx	\$200
Toe	\$200

We pay 25% of the amounts shown for chip fractures or other fractures not corrected by open or closed repair.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- L. Emergency Dental Services:** We pay the benefit amount shown in the chart below when a covered person receives dental services as a result of an injury. This benefit is payable for no more than one dental benefit per covered person, per covered accident.

<u>Dental Service</u>	<u>Benefit Amount</u>
Broken teeth repaired with crowns	\$150
Broken teeth resulting in extractions	\$50

- M. Coma:** We pay \$10,000 if a covered person is in a coma as a result of a covered accident.

- N. Brain Concussion:** We pay \$50 if a covered person sustains a concussion as a result of a covered accident.

- O. Paralysis:** We pay the benefit amount shown in the chart below if a covered person suffers from spinal cord injury received in a covered accident which results in a complete and total loss of use of 2 or more limbs. Paralysis must last 30 or more consecutive days and must be confirmed by a physician. This benefit is only payable once per covered person.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia (Paralysis of four limbs)	\$10,000
Paraplegia (Paralysis of lower limbs)	\$5,000

- P. Surgical Procedures:** We pay the benefit amount shown in the chart below if a covered person requires a surgical procedure as a result of a covered accident. Two or more surgical procedures performed through the same incision or entry point are considered 1 operation; we pay the amount for the procedure with the largest dollar amount benefit. Surgery must be performed within 1 year of a covered accident. Miscellaneous surgery is surgery that requires general anesthesia and is not covered by any other specific surgery benefit listed below. The miscellaneous surgery benefit is payable only once per 24 hour period even though more than 1 surgery or procedure may be performed.

<u>Surgery</u>	<u>Benefit Amount</u>
Open abdominal (including exploratory laparotomy), cranial, hernia, or thoracic surgery	\$1,000
Ruptured discs	\$500
Tendons and/or ligaments	\$500
Torn knee cartilages	\$500
Torn rotator cuffs	\$500
Arthroscopy without surgical repair	\$250
Miscellaneous surgery	\$250

- Q. Major Diagnostic Exams:** We pay \$150 if a covered person requires one of the following exams as a result of a covered injury: CT (computerized tomography) scan; MRI (magnetic resonance imaging); or EEG (electroencephalogram). The exam must be performed in a hospital, a physician's office, or an ambulatory surgical center. This benefit is limited to 1 payment per calendar year, per covered person.

- R. Physical Therapy:** We pay \$25 per day for physical therapy if a covered person receives physical therapy as a result of a covered injury. Therapy must be prescribed by a physician and begin within 30 days of the covered accident or discharge from the hospital and be received within the first 6 months after the covered accident or discharge from the hospital. This benefit is payable for 1 treatment per day for a maximum of 10 treatments per covered accident, per covered person. This benefit is not payable for treatments which the Follow-Up Treatment benefit (benefit B) is paid.

- S. Rehabilitation:** We pay \$100 per day if a covered person is confined to a rehabilitation unit as a result of a covered accident, provided that the covered person has been confined to a hospital immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days for each covered person per continuous period of rehabilitation unit confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days in which the Hospital Confinement benefit (benefit D) is paid.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- T. Appliances:** We pay \$100 if a covered person, as a result of a covered injury and upon the advice of a physician, requires the use of a medical appliance as an aid in personal locomotion or mobility. Covered medical appliances are: crutches; wheelchair; leg brace; back brace; and walker. This benefit is payable only once per covered person, per covered accident.
- U. Prosthesis:** We pay \$500 if a covered person requires a prosthetic device as a result of a covered injury. This benefit is not payable for hearing aids, wigs, or any dental aids including false teeth. This benefit is payable only once per covered person, per covered accident.
- V. Blood, Plasma and/or Platelets:** We pay \$100 if a covered person, as a result of a covered injury, requires blood, plasma, and/or platelets. This benefit is not payable for immunoglobulins and is payable only once per covered person, per covered accident.
- W. Ambulance:** We pay \$150 for ground ambulance or \$1,000 for air ambulance if a covered person requires ambulance transportation to a hospital or emergency center as a result of a covered injury. The ambulance transportation must occur within 72 hours of the covered accident. Service must be provided by a licensed professional ambulance company.
- X. Transportation:** We pay \$400 per round trip for treatment at a non-local hospital as the result of a covered accident. This benefit is payable for only the covered person for whom the treatment is prescribed, except that if the treatment is for a covered dependent child and travel by common carrier is necessary, we pay an additional \$400 per round trip for one of the dependent child's parents or legal guardians to travel with the child. A physician must prescribe the treatment. This benefit is payable for up to 3 round trips per calendar year, per covered person. This benefit is not payable for transportation by ambulance or air ambulance to the hospital.
- Y. Family Lodging:** We pay \$100 per night for one motel/hotel room for an immediate family member to accompany the covered person who requires non-local hospital confinement as a result of a covered accident. This benefit is payable for up to 30 days per covered accident, and only during the days the covered person is confined in the hospital.
- Z. Accidental Death and Dismemberment:** We pay the benefit amount shown in the chart below if death or dismemberment occurs as a result of an injury sustained in a covered accident within 90 days of such accident. If more than 1 dismemberment is sustained in any 1 accident, the total amount we will pay will not exceed the highest single benefit for accidental dismemberment. Benefits are payable only once for any covered accident. If death and dismemberment result from the same accident, only the Accidental Death benefit will be paid. This benefit is paid regardless of whether the dismembered body part is surgically reattached.

<u>Accidental Death</u>	<u>Common Carrier</u>	<u>Other Accidents</u>		
Insured Associate:	\$100,000	\$25,000		
Covered Spouse:	\$100,000	\$25,000		
Covered Child:	\$15,000	\$7,500		
	<u>Both arms and both legs</u>	<u>2 eyes, feet, hands, arms or legs</u>	<u>1 eye, foot, hand, arm or leg</u>	<u>1 or more fingers and/or 1 or more toes</u>
Insured Associate:	\$25,000	\$25,000	\$6,250	\$1,250
Covered Spouse:	\$25,000	\$25,000	\$6,250	\$1,250
Covered Child:	\$7,500	\$7,500	\$1,875	\$500

## BENEFIT INFORMATION (Continued)

### ON- AND OFF-THE-JOB ACCIDENT ONLY INTENSIVE CARE UNIT BENEFIT

- A. Intensive Care Unit:** We pay a daily benefit of \$600 when a covered person is confined to an intensive care unit for at least 18 hours as a result of an injury from a covered on-the-job accident. This benefit is payable for up to 15 days per covered person, per covered accident. Confinement must start within 30 days of the accident.
- B. Step-down Intensive Care Unit Confinement:** We pay a daily benefit of \$200 for an off-the-job accident or \$400 for an on-the-job accident when a covered person is confined to a step-down intensive care unit for at least 18 hours as a result of an injury sustained from a covered accident. This benefit is payable in addition to any Hospital Confinement benefit (benefit D) payable for a covered accident. This benefit is payable for up to 15 days per covered person, per covered accident.

### WELLNESS BENEFIT

**10 Wellness:** We pay [\$75] per certificate year, for either you or one other covered person, when an eligible examination or test is performed, after your coverage has been in force for at least 12 months. The test must be performed under the supervision of or recommended by a physician, while coverage is in force, and a charge must be incurred. We will pay this benefit regardless of the result of the examination or test. The eligible wellness examinations and tests are:

1. [annual physical examination; and
2. dental examination; and
3. mammography; and
4. pap smear; and
5. eye examination; and
6. immunization; and
7. flexible sigmoidoscopy; and
8. PSA (prostate specific antigen – blood test for prostate cancer); and
9. ultrasound; and
10. blood screening].

[If you were insured by the prior accident policy offered through the policyholder's Health and Welfare Plan, the length of time your prior coverage was in effect will reduce the waiting period for receiving benefits under this wellness benefit.]

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## CLAIM INFORMATION

### NOTICE OF CLAIM

11 We encourage covered persons to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by the policy, or as soon as reasonably possible. Notice given by, or on behalf of, a covered person or the beneficiary, to us at [PO Box 41488, Jacksonville FL 32203-1488], with the covered person's name and certificate number, is notice to us.

A claim form can be requested from us. If it is not received within 15 days of the request, notice of the claim may be sent to us by providing us a statement of the nature and extent of the loss.

### FILING A CLAIM

12 [If a covered person's claim is denied, a notice will be sent within a reasonable time period, but not longer than 90 days from receipt of the claim. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 90 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state the specific reason(s) for the adverse benefit determination; and
- reference the specific policy provisions on which the determination is based; and
- describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary; and
- describe the policy's claims review procedures and the time limits applicable to such procedures, including a statement of the covered person's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.]

### PROOF OF CLAIM

Written proof must be given to us within 90 days of each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 15 months from the time specified unless the covered person is legally incapacitated.

### COOPERATION OF BENEFICIARY

The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

### PHYSICAL EXAMINATION AND AUTOPSY

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

### PAYMENT OF CLAIMS

After receiving written proof of claim, we will pay all benefits then due under the policy and will make payment to you, unless you have assigned the benefit to someone else. Any amounts unpaid at your death may, at our option, be paid either to the named beneficiary or as described in the "Beneficiary; Change of Beneficiary" provision.

## CLAIM INFORMATION (Continued)

### ASSIGNMENT

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

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

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

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

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

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

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

### CLAIM REVIEW

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[A covered person will have 60 days from the receipt of an adverse benefit determination to file an appeal. Requests for appeals should be sent to [American Heritage Life Insurance Company, PO Box 41488, Jacksonville FL 32203-1488].

The covered person will have the opportunity to submit written comments, documents, or other information in support of the appeal, and the covered person will have access to all documents that are relevant to the claim.

The covered person will be notified of our benefit determination on review within a reasonable time, but not later than 60 days from receipt of the request for review. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 60 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state specific reason(s) of the adverse determination;
- reference specific policy provision(s) on which the benefit determination is based;
- state that the covered person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- describe any voluntary appeal procedures offered by the policy and the covered person's right to obtain information about such procedures; and
- include a statement regarding the covered person's right to bring an action under section 502(a) of ERISA.]

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## GLOSSARY

**Active Employment.** Means that you are working for the employer for earnings that are paid regularly and are performing the material and substantial duties as assigned by your employer. You will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if actively employed on the preceding scheduled work day. Temporary and seasonal workers are excluded from coverage.

The location at which you perform work must be:

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

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment.

**Associate.** Means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder.

**Associate-Only Coverage.** Means coverage that includes only you, as defined.

**Associate and Child(ren) Coverage.** Means coverage that includes only you, as defined, and eligible children.

**[Associate and Spouse Coverage.** Means coverage that includes only you, as defined, and your spouse.]

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

**Certificate Year.** Means a consecutive 12 month period beginning on the effective date of insurance for each insured associate.

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

**Common Carrier.** Means only the following: commercial airlines; passenger trains; inter-city buslines; trolleys; or boats. It does not include taxis; intra-city buslines or private charter planes.

**Continuous Hospital Confinement.** Means one continuous confinement or two or more hospital confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Covered Accident.** Means a sudden, unforeseen and unexpected event which occurs without the covered person's intent which results in an injury to the covered person and for which benefits are payable.

**Covered Person.** Means any of the following:

1. any eligible family member (including you) named in the enrollment or evidence of insurability form and acceptable for coverage by us; or
2. any eligible dependent added after the effective date; or
3. a newborn child or adopted child subject to the "Eligibility of Dependents" provision.

**Day.** A 24 hour period.

**Eligibility Waiting Period.** Means the continuous period of time that you must be in active employment in an eligible class before you are eligible for coverage.

**Employer.** Means the individual, company or corporation where you are in active employment, and includes any division, subsidiary, or affiliated company named in the policy.

**Family Coverage.** Means coverage that includes you, as defined, and your eligible dependents.

## GLOSSARY (Continued)

**Fracture.** Means a break in a bone that can be seen by X-ray and can be corrected by open (surgery) or closed (manipulative) repair.

**14 Grace Period.** Means a period of [60 days] following the premium due date during which premium payment may be made. While the associate is employed with the policyholder, the premiums will be paid by the policyholder through payroll deductions. The grace period only applies to the Associate during any portability period, when Associates will be required to pay the premiums directly to us.

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

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

**Hospital Confined or Confinement.** Means confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement for an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** Means a hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide the following:

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

**Hospital Intensive Care Unit Confinement.** Means 1 continuous confinement or 2 or more hospital intensive care unit confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Immediate Family Member.** Means spouse, mother, father, child, step-child, adopted child.

**Injury.** Means a bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the effective date of coverage and while coverage is in force. See the Limitations and Exclusions section for injuries not covered by the policy.

**Inpatient.** Means a covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Associate.** Means an associate who has: (1) fulfilled all eligibility requirements set forth in the policy and the policyholder's Health and Welfare Plan; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by us.

**Leave of Absence.** Means you are absent from active employment for a period of time that has been agreed to in advance in writing by your current employer. Normal vacation time or any period of disability is not considered a leave of absence.

**Non-local.** Means more than 100 miles from the covered person's home or site of the accident.

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

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

## GLOSSARY (Continued)

**Off-the-Job Accident.** Means an accident that occurs while a covered person is not working at any job for pay or benefits.

**On-the-Job Accident.** Means an accident that occurs while a covered person is working at any job for pay or benefits.

**Paralysis.** Means spinal cord injuries received in a covered accident that result in complete and permanent loss of function of two or more limbs for a period of not less than 30 days. Paralysis must be confirmed by the attending physician.

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

**Physician.** Means:

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

We will not recognize you, your spouse, children, parents, or siblings as a physician for a claim.

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

**Rehabilitation Unit.** Means a hospital area providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

**Step-down Intensive Care Unit.** Means a hospital area of special care, which provides a level of medical care below the highest level of acute medical care available at the hospital, but above the level of medical care in a regular private or semiprivate room or ward. The facility is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis.

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

**We, Us and Our.** Means American Heritage Life Insurance Company.

**You, Your or Yours.** Means the insured associate, as defined, who meets the eligibility requirements.

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## [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 specified locations, such as division offices, all documents governing the Plan, including insurance contracts, 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of 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 annually furnish each participant with a copy of the summary annual 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 the Plan. These 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 the Employer or any other person, may fire 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 materials for 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 you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. Generally, you must complete the appeals process before filing a law suit against the Plan. However, you should consult with your own legal counsel in determining when it is proper to file a law suit against the Plan.
- 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 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.

### 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 regional 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 Employee Benefits Security Administration publications hotline at (866) 444-3272 or by logging on to the Internet at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).]

## [ADMINISTRATIVE INFORMATION

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**Plan Year:** January 1 through December 31

**Plan Number:** 501

**Type of Plan:** Welfare benefit plan

**Type of Administration:** The Plan allocates discretionary authority among Committees (or their delegates) concerning the administration, interpretation, and application of the Plan. The Plan also provides that discretionary authority over claims for benefits and appeals may be allocated to, among others, an insurance carrier of an insured benefit.

**Plan Sponsor:**

Wal-Mart Stores, Inc.  
702 SW 8th Street  
Bentonville, AR 72716

**Plan Administrator/Named Fiduciary:**

The Administrative Committee  
Associates' Health and Welfare Plan  
922 West Walnut, Ste. A  
Rogers, AR 72756-3540  
(479) 621-2058

**Agent for Service of Legal Process:**

Corporation Trust Company  
1209 Orange Street  
Corporation Trust Center  
Wilmington, DE 19801  
Legal process may also be served on the Plan Administrator or Trustee.

**Plan Sponsor's EIN:** 71-0415188

**Funding:** Contributions to the Plan may be made by Wal-Mart Stores, Inc. out of its general assets or through the Associates' Health and Welfare Plan Master Trust. Contributions also may be required by employees, in an amount determined by Wal-Mart Stores, Inc. in its discretion. All assets of the Plan, including Associate contributions and any dividends or earnings thereon, shall be available to pay any benefits provided under the Plan or expenses of the Plan, including insurance premiums.

**Plan Trustee:** JP Morgan Chase Bank, N.A.

**Plan Documents:** This document, together with the current version of the Associate Benefits Book, constitutes the summary plan description (SPD) for the accident coverage portion of the Plan. The SPD, together with the Wal-Mart Stores, Inc. Associates' Health and Welfare Plan Wrap Document, are the Plan documents for the Plan.

**Plan Amendment or Termination:** Wal-Mart reserves the right to amend or terminate at any time and to any extent the SPD, including the Associate Benefits Book, and the Associates' Health and Welfare Plan Wrap Document. None of the benefits described in this Document can be orally amended. All oral statements and representations shall be without force or effect even if such statements and representations are made by the Plan Administrator, by a management Associate of the Company, or by any member of the applicable committees of the Plan. Only written statements by the applicable committee of the Plan shall bind the Plan.]



Workplace Division

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

**A Stock Company**

**THIS IS A GROUP ACCIDENT CERTIFICATE WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS CERTIFICATE  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

SERFF Tracking Number: ALST-126250239 State: Arkansas  
 Filing Company: American Heritage Life Insurance Company State Tracking Number: 43090  
 Company Tracking Number: GAPWM  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Group Accident  
 Project Name/Number: GAPWM/

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	Withdrawn	09/09/2009
<b>Bypass Reason:</b>	Flesch Certification provided in previous approved filing.		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Withdrawn	09/09/2009
<b>Bypass Reason:</b>	GAAPPAR, AWD4528WM, AWD4528WMESP were all approved on 7/1/2009 and have not been changed.		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Red-line version of forms	Withdrawn	09/09/2009
<b>Comments:</b>			
<b>Attachments:</b>	GAPWM Policy red-line version.pdf GACWM Certificate red-line version.pdf		



[ Workplace Division ]

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A Stock Company

1

**GROUP ACCIDENT INSURANCE POLICY  
WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT  
NON-PARTICIPATING**

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

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

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

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

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

2

[  ]

Secretary

[  ]

President

**THIS IS A GROUP ACCIDENT POLICY WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS POLICY  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

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**GROUP ACCIDENT PLAN  
WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT  
POLICY SPECIFICATIONS**

- 4 **POLICYHOLDER:** [WALMART STORES, INC.]
- 5 **POLICY NUMBER:** [GROUP123]
- 6 **POLICY EFFECTIVE DATE:** [January 1, 2010]
- 7 **POLICY ANNIVERSARY DATE:** [January 1, 2011] and the [first day] of [January] each calendar year thereafter.
- GOVERNING JURISDICTION:** The state of Arkansas and subject to the laws of that jurisdiction.
- 8 **ELIGIBLE CLASS(ES):** [The classes of employees eligible for insurance are those classes defined in the policyholder's Health and Welfare Plan.]
- 9 **ELIGIBILITY WAITING PERIOD:** [The waiting period for eligible employees is as defined in the policyholder's Health and Welfare Plan]
- 10 **INITIAL RATE:** [Bi-weekly rate of \$XX.XX per employee for Employee-Only Coverage; or \$XX.XX per employee for Employee and Child(ren) Coverage; **\$XX.XX per employee for Employee and Spouse Coverage**; or \$XX.XX per employee for Family Coverage]
- 11 **RATE GUARANTEE DATE:** [12/31/2016 for active employees]
- 12 **PREMIUM DUE:** [01/01/2010 and bi-weekly thereafter.] The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.
- 13 **COST OF COVERAGE:** [The employee pays the cost of coverage pre-tax through the policyholder's Flexible Benefit Plan.]
- 14 **[DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES**

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

**Name**

**Location (City and State)]**

[None]

## POLICYHOLDER PROVISIONS

### RATE GUARANTEE

A change in premium rate will not take effect before the Rate Guarantee Date shown on page 3, except for the following reasons:

1. a change occurs in this plan design (including any material change in the eligibility rules) that is requested by the policyholder; or
- 15 2. the number of insured eligible employees decreases by [50%] or more due to corporate restructuring; or
3. a new law or a change in any existing law is enacted which applies to this policy that would materially change the cost of the policy.

We will notify the policyholder in writing at least [180 days] before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing.

### PREMIUM INCREASES OR DECREASES

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

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

### INFORMATION REQUIRED FROM THE POLICYHOLDER

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

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

### CANCELING POLICY

This policy can be canceled:

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

16 We may terminate or offer to modify this policy after the Rate Guarantee Date with at least [365 days] written notice to the policyholder, if:

1. the policyholder fails to perform any of its material obligations that relate to this policy; or
2. fewer than [50 employees] are insured.

With regards to the policyholder's failure to perform any of its material obligations that relate to this policy, before we give the policyholder [365 days] written notice of our intent to terminate or modify this policy, we must first give the policyholder [30 days] written notice of the breach and the opportunity to cure the breach during that [30 day] period. Only after giving such notice may we provide the policyholder with the [365 days] written notice of our intent to terminate or modify this policy.

The policyholder must pay us all premiums due for the full period this policy is in force. If the premium is not paid before the grace period ends, we may terminate this policy with at least [30 days] written notice to the policyholder. If the policyholder pays all past due premiums before the conclusion of the [30 day] notice period, the policy will not terminate.

The policyholder may cancel this policy by written notice delivered to us at least [180 days] prior to the cancellation date. When both the policyholder and we agree, this policy can be canceled on an earlier date. If canceled, coverage will end at 12:00 midnight on the last day of coverage.

If this policy is canceled, the cancellation will not affect a payable claim incurred prior to cancellation.

## GENERAL PROVISIONS

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are the individuals defined as "Eligible Dependents" under the policyholder's Health and Welfare Plan.

Dependents of an employee cannot be covered as both a dependent and as an employee with their own coverage. If a dependent is or becomes covered as an employee with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.

A child born to the employee or spouse, while Employee and Child(ren) Coverage or Family Coverage is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for other dependent children covered under this policy.

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If the insured employee has Employee-Only Coverage [or Employee and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of [60 days]. If the insured employee desires uninterrupted coverage for a newborn child, the insured employee must notify the employer within [60 days] of that child's birth. Upon notification to us, we will convert the insured employee's Employee-Only Coverage to Employee and Child(ren) Coverage [or Employee and Spouse Coverage to Family Coverage] and provide notification of the additional premium due. If the insured employee does not notify the employer within [60 days] of the birth of the child, the temporary automatic coverage ends.

If the insured employee has Employee-Only Coverage or Employee and Child(ren) Coverage and marries and desires coverage for his or her spouse, the insured employee must notify the employer of the marriage within [60 days] of the marriage. We will convert the coverage to Family Coverage and provide notification of the additional premium due.

An adopted child or child pending adoption will be covered as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption by the insured employee has been entered within [60 days] after the date of birth.
2. If adoption proceedings have been instituted by the insured employee within [60 days] after the date of birth and the insured employee has temporary custody, coverage is provided from the moment of birth.
3. For children other than newborns, if adoption proceedings have been completed, and a decree of adoption was entered within 1 year from the institution of the proceedings, coverage will begin upon temporary custody for 1 year, unless extended by the order of the court by reasons of the special needs of the child.

Coverage must be provided as long as the insured employee has custody of the child pursuant to decree of the court and required premiums are paid.

If the insured employee has Employee-Only Coverage [or Employee and Spouse Coverage], we will convert the Employee-Only Coverage to Employee and Child(ren) Coverage [or Employee and Spouse Coverage to Family Coverage] and provide notification of the additional premium due.

### ELIGIBILITY DATE

If the employee is working for the policyholder in an eligible class, the date such employee is eligible for coverage is the later of:

1. the policy effective date; or
2. the date that the employee becomes eligible for coverage under the terms of the policyholder's Health and Welfare Plan.

### WHEN AN ELIGIBLE EMPLOYEE CAN ENROLL FOR OR CHANGE COVERAGE

The employee may apply for or change coverage as permitted under the terms of the policyholder's Health and Welfare Plan.

## **GENERAL PROVISIONS (Continued)**

### **EFFECTIVE DATE OF COVERAGE**

Coverage for employees who enroll during the initial enrollment will be effective on the effective date of this policy. For employees who enroll subsequent to the effective date of this policy, coverage will be effective in accordance with the terms of the policyholder's Health and Welfare Plan.

For any change in an employee's coverage, the change in coverage is effective in accordance with the terms of the policyholder's Health and Welfare Plan.

### **CERTIFICATES OF INSURANCE**

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

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

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

### **TERMINATION OF COVERAGE**

The insured employee's coverage under this policy ends, subject to the "Portability Coverage" provision of this policy, on the earliest of:

1. the date this policy is canceled by the policyholder; or
2. the last day of the period for which such insured employee made any required premium payments; or
3. the last day such insured employee is in active employment, except as provided under the "Leave of Absence" provision; or
4. the date such insured employee is no longer in an eligible class; or
5. the date such insured employee's class is no longer eligible.

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

If the insured employee's spouse is a covered person, the spouse's coverage ends upon valid decree of divorce or death of the insured employee, or when an insured employee moves to an eligible class that does not provide spouse coverage.

Coverage for a dependent child ends on the certificate anniversary next following the date the child is no longer eligible for coverage under the terms of the policyholder's Health and Welfare Plan. Coverage does not terminate for an unmarried child who:

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

The child's coverage continues as long as the insured employee's coverage remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if the insured employee has Employee and Child(ren) Coverage or Family Coverage and there are other eligible dependents insured under this policy.

Coverage may be eligible for continuation as outlined in the "Portability Coverage" provision.

### **AGENCY**

For purposes of this policy, the policyholder acts on its own behalf or as the employee's agent. Under no circumstances will the policyholder be deemed our agent.

## GENERAL PROVISIONS (Continued)

### LEAVE OF ABSENCE

If an insured employee ceases active employment because of a leave of absence while coverage is in force, he or she will have the opportunity to continue coverage while he or she is away from active employment. Coverage will be in accordance with the terms of the policyholder's Health and Welfare Plan. This includes, but is not limited to, how coverage is provided, how premiums are paid for during the absence, and whether coverage is reinstated upon return to employment.

### GRACE PERIOD

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The policyholder is entitled to a grace period of [60 days] for the payment of any premium due. This policy continues in force during the grace period, unless the policyholder gives us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of this policy. The policyholder is liable to us for the payment of any pro-rata premium for the time this policy is in force during a grace period.

### ENTIRE CONTRACT

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the application and other written statements of the policyholder; and
4. any individual applications, enrollments, evidence of insurability or other statements of the insured employee.

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

### INCONTESTABILITY

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in any applications, can be used to void this policy. After 2 years from the effective date of coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim.

### 19 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

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

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

### LEGAL ACTION

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

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 180 days from the time a decision on appeal regarding a claim for benefits under this policy has been rendered. A lawsuit may not be filed after this 180 day period expires.

### CLERICAL ERROR

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

## GENERAL PROVISIONS (Continued)

### **BENEFICIARY; CHANGE OF BENEFICIARY**

If there is no named beneficiary, we will pay any benefits due at a covered person's death in the following order:

- 20
1. [to the insured employee, if living; otherwise
  2. to the insured employee's spouse, if living; otherwise
  3. to the covered person's children, in equal shares, if living; otherwise
  4. to the covered person's parents, in equal shares, if living; otherwise
  5. to the covered person's siblings, in equal shares, if living; otherwise
  6. to the covered person's estate].

Any change of beneficiary must be filed with the policyholder or at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date signed. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

### 21 [UNPAID PREMIUM; EXCESS PREMIUM

Upon the payment of a claim under this policy, any premium owed by an employee in an individual capacity that is more than [60 days] past due may be deducted from the benefit amount payable to the employee. Any excess premium will be refunded to the employee.]

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## PORTABILITY COVERAGE

We will provide portability coverage, subject to these provisions.

Such coverage will be available for a covered person, if the following criteria are satisfied:

1. coverage under this policy terminates as described in the General Provision entitled "Termination of Coverage"; and
2. we receive a request for portability and payment of the first premium for the portability coverage not later than [60 days] after such termination.

No portability coverage will be provided for any person, if his or her insurance under this policy terminated due to his or her failure to make required premium payments.

### PORTABILITY COVERAGE

The benefits, terms and conditions of the portability coverage will be the same as those provided under this policy when the insurance terminated. Portability coverage may include any eligible dependents who were covered under this policy. Any change made to this policy after a covered person is insured under the portability coverage will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after a covered person's coverage under this policy terminates.

### PORTABILITY PREMIUMS

Premiums for portability coverage are due and payable in advance of each month of coverage to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate for the first [36 months] of portability coverage is the rate in effect under this policy for active employees who have the same coverage. After the first [36 months], the premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least [31 days] before any change is to take effect.

### GRACE PERIOD

The grace period, as defined in this policy, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### TERMINATION OF PORTABILITY COVERAGE

Insurance under this portability coverage will automatically end on the earliest of the following dates:

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

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### TERMINATION OF THE POLICY

If this policy terminates, insured employees and their covered dependents will be eligible to exercise the portability privilege on the termination date of this policy. Portability coverage may continue beyond the termination date of this policy, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if this policy had remained in full force and effect.

## LIMITATIONS AND EXCLUSIONS

This policy does not cover any loss incurred by a covered person as a result of:

1. an injury that occurred as the result of an on-the-job accident, except as may be provided under the On- and Off-the-Job Accident Only Intensive Care Unit Benefit; or
2. injury incurred prior to the covered person's effective date of coverage subject to the Incontestability provision; or
3. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
4. suicide, or any attempt at suicide, whether sane or insane; or
5. any injury sustained while the covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
6. hernia, including any complications due to hernia; or
7. dental or plastic surgery for cosmetic purposes except when such surgery is required to treat an injury or correct a disorder of normal bodily function that was caused by an injury; or
8. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
9. committing or attempting to commit an assault or felony; or
10. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway.

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

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## BENEFIT INFORMATION

### OFF-THE-JOB ACCIDENT ONLY BENEFITS

If, while this policy is in force, a covered person sustains an injury caused by an off-the-job accident which results in any of the losses stated in this "Benefit Information" provision, and is diagnosed by a physician, we pay the following benefits for such loss. Unless otherwise specified, if a loss is eligible to be paid under more than 1 benefit, the highest eligible benefit will be paid. Any loss not stated in this "Benefit Information" provision is not covered under this policy.

- A. Emergency Treatment:** We pay \$120 for the insured employee or covered spouse and \$70 for a covered child for required medical treatment as a result of a covered accident. This benefit is payable for physician fees, x-rays, and emergency room services. Treatment must be received within 72 hours of the covered accident. This benefit is payable only once for any and all treatment that occurs during any 24-hour period, per covered person, per covered accident.
- B. Follow-Up Treatment:** We pay \$25 per follow-up visit when a covered person requires additional follow-up treatment after receiving emergency treatment for which a benefit is paid under Emergency Treatment (benefit A). Follow-up treatment must be administered by a physician in a physician's office or in a hospital on an outpatient basis. Follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital. This benefit is payable for 1 follow-up treatment per day for a maximum of 6 treatments, per covered person, per covered accident. This benefit is not payable for treatments for which the Physical Therapy benefit (benefit R) is paid.
- C. Initial Hospitalization:** We pay \$1,000 the first time a covered person is hospital confined for at least 24 hours for treatment as a result of an injury; or \$1,500 if the covered person is admitted directly to a hospital intensive care unit. Confinement must start within 30 days of the covered accident. This benefit is payable only once per continuous hospital or intensive care unit confinement, per calendar year, per covered person.
- D. Hospital Confinement:** We pay a daily benefit of \$200 for a continuous hospital confinement, up to 365 days per covered accident, when a covered person is hospital confined for at least 18 hours for treatment as a result of an injury. Confinement must start within 30 days of the covered accident. This benefit is not payable for days on which the Rehabilitation benefit (benefit S) is paid. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C).
- E. Intensive Care Unit Confinement:** We pay a daily benefit of \$400, up to 15 days for any 1 accident, per covered person, when a covered person is confined in a hospital intensive care unit, as a result of an injury. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C) and the Hospital Confinement benefit (benefit D). Confinement must start within 30 days of the covered accident.
- F. Dislocation:** We pay the benefit amount shown in the chart below when a covered person sustains a dislocation as a result of a covered accident. This benefit is payable for only the first dislocation of a joint. If a covered dislocation is reduced with local anesthesia or no anesthesia by a physician, we will pay 25% of the benefit amount shown in the chart below. This benefit is payable for a maximum of 2 covered dislocations per covered person, per covered accident.

<u>Joint</u>	<u>Benefit Amount</u>
Hip	\$2,000
Collar bone	\$800
Knee or shoulder	\$500
Ankle or foot (excluding toes)	\$500
Lower jaw	\$500
Wrist or elbow	\$400
Toe or finger	\$100

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- G. Burns:** We pay the benefit amount shown in the chart below when a covered person sustains a burn as a result of an accident if treated by a physician within 72 hours after a covered accident. Injuries due to sunburn are not a covered benefit.

<u>Affected Area</u>	<u>Benefit Amount</u>	
	<u>2<sup>nd</sup> Degree</u>	<u>3<sup>rd</sup> Degree</u>
Less than 20 square centimeters of the body surface	\$100	\$200
More than 20 but less than 40 square centimeters of the body surface	\$200	\$500
More than 40 but less than 65 square centimeters of the body surface	\$400	\$1,000
More than 65 but less than 160 square centimeters of the body surface	\$600	\$3,000
More than 160 but less than 225 square centimeters of the body surface	\$800	\$7,000
More than 225 square centimeters of the body surface	\$1,000	\$10,000

If the proof of loss does not specify the size of the burn, the lowest benefit amount shown will be paid.

- H. Skin Grafts:** We pay 50% of the benefit amount paid under the Burns benefit (benefit G) if a covered person receives 1 or more skin grafts for a covered burn. This benefit is paid in addition to the Burns benefit (benefit G).
- I. Eye Injury:** We pay \$250 for surgical repair or \$50 for removal of a foreign body by a physician if a covered person sustains an eye injury as a result of a covered accident.

- J. Lacerations:** We pay the benefit amount shown in the chart below when a covered person receives treatment for lacerations within 72 hours after a covered accident.

<u>Laceration</u>	<u>Benefit Amount</u>
Laceration(s) not requiring sutures	\$25
Single laceration less than 5 centimeters	\$50
Laceration(s) at least 5 centimeters but not more than 15 centimeters (total of all lacerations)	\$200
Laceration(s) over 15 centimeters (total of all lacerations)	\$400

If the proof of loss does not specify the size of the laceration, the lowest benefit amount shown will be paid.

- K. Fractures:** We pay the benefit amount shown in the chart below when a covered person sustains a fracture corrected by open or closed repair as a result of a covered accident. This benefit is payable for no more than 2 fractures per covered person, per covered accident.

<u>Fracture</u>	<u>Benefit Amount</u>
Hip	\$2,000
Skull	
depressed	\$1,500
simple	\$500
Leg	\$1,000
Rib	\$1,000
Vertebrae (body of), pelvis (excluding coccyx), or sternum	\$1,000
Vertebral processes	\$1,000
Upper jaw, upper arm, or face (excluding nose)	\$600
Hand (excluding fingers)	\$500
Foot (excluding toes/heel)	\$500
Lower jaw	\$500
Nose, heel, or finger	\$500
Shoulder blade or forearm	\$500
Wrist, elbow, ankle, or kneecap	\$500
Coccyx	\$200
Toe	\$200

We pay 25% of the amounts shown for chip fractures or other fractures not corrected by open or closed repair.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- L. Emergency Dental Services:** We pay the benefit amount shown in the chart below when a covered person receives dental services as a result of an injury. This benefit is payable for no more than 1 dental benefit per covered person, per covered accident.

<u>Dental Service</u>	<u>Benefit Amount</u>
Broken teeth repaired with crowns	\$150
Broken teeth resulting in extractions	\$50

- M. Coma:** We pay \$10,000 if a covered person is in a coma as a result of a covered accident.

- N. Brain Concussion:** We pay \$50 if a covered person sustains a concussion as a result of a covered accident.

- O. Paralysis:** We pay the benefit amount shown in the chart below if a covered person suffers from spinal cord injury received in a covered accident which results in a complete and total loss of use of 2 or more limbs. Paralysis must last 30 or more consecutive days and must be confirmed by a physician. This benefit is only payable once per covered person.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia (Paralysis of 4 limbs)	\$10,000
Paraplegia (Paralysis of lower limbs)	\$5,000

- P. Surgical Procedures:** We pay the benefit amount shown in the chart below if a covered person requires a surgical procedure as a result of a covered accident. Two or more surgical procedures performed through the same incision or entry point are considered 1 operation; we pay the amount for the procedure with the largest dollar amount benefit. Surgery must be performed within 1 year of a covered accident. Miscellaneous surgery is surgery that requires general anesthesia and is not covered by any other specific surgery benefit listed below. The miscellaneous surgery benefit is payable only once per 24 hour period even though more than 1 surgery or procedure may be performed.

<u>Surgery</u>	<u>Benefit Amount</u>
Open abdominal (including exploratory laparotomy), cranial, hernia, or thoracic surgery	\$1,000
Ruptured discs	\$500
Tendons and/or ligaments	\$500
Torn knee cartilages	\$500
Torn rotator cuffs	\$500
Arthroscopy without surgical repair	\$250
Miscellaneous surgery	\$250

- Q. Major Diagnostic Exams:** We pay \$150 if a covered person requires 1 of the following exams as a result of a covered injury: CT (computerized tomography) scan; MRI (magnetic resonance imaging); or EEG (electroencephalogram). The exam must be performed in a hospital, a physician's office, or an ambulatory surgical center. This benefit is limited to 1 payment per calendar year, per covered person.

- R. Physical Therapy:** We pay \$25 per day for physical therapy if a covered person receives physical therapy as a result of a covered injury. Therapy must be prescribed by a physician and begin within 30 days of the covered accident or discharge from the hospital and be received within the first 6 months after the covered accident or discharge from the hospital. This benefit is payable for 1 treatment per day for a maximum of 10 treatments per covered accident, per covered person. This benefit is not payable for treatments which the Follow-Up Treatment benefit (benefit B) is paid.

- S. Rehabilitation:** We pay \$100 per day if a covered person is confined to a rehabilitation unit as a result of a covered accident, provided that the covered person has been confined to a hospital immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days for each covered person per continuous period of rehabilitation unit confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days in which the Hospital Confinement benefit (benefit D) is paid.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- T. Appliances:** We pay \$100 if a covered person, as a result of a covered injury and upon the advice of a physician, requires the use of a medical appliance as an aid in personal locomotion or mobility. Covered medical appliances are: crutches; wheelchair; leg brace; back brace; and walker. This benefit is payable only once per covered person, per covered accident.
- U. Prosthesis:** We pay \$500 if a covered person requires a prosthetic device as a result of a covered injury. This benefit is not payable for hearing aids, wigs, or any dental aids including false teeth. This benefit is payable only once per covered person, per covered accident.
- V. Blood, Plasma and/or Platelets:** We pay \$100 if a covered person, as a result of a covered injury, requires blood, plasma, and/or platelets. This benefit is not payable for immunoglobulins and is payable only once per covered person, per covered accident.
- W. Ambulance:** We pay \$150 for ground ambulance or \$1,000 for air ambulance if a covered person requires ambulance transportation to a hospital or emergency center as a result of a covered injury. The ambulance transportation must occur within 72 hours of the covered accident. Service must be provided by a licensed professional ambulance company.
- X. Transportation:** We pay \$400 per round trip for treatment at a non-local hospital as the result of a covered accident. This benefit is payable for only the covered person for whom the treatment is prescribed, except that if the treatment is for a covered dependent child and travel by common carrier is necessary, we pay an additional \$400 per round trip for 1 of the dependent child's parents or legal guardians to travel with the child. A physician must prescribe the treatment. This benefit is payable for up to 3 round trips per calendar year, per covered person. This benefit is not payable for transportation by ambulance or air ambulance to the hospital.
- Y. Family Lodging:** We pay \$100 per night for 1 motel/hotel room for an immediate family member to accompany the covered person who requires non-local hospital confinement as a result of a covered accident. This benefit is payable for up to 30 days per covered accident, and only during the days the covered person is confined in the hospital.
- Z. Accidental Death and Dismemberment:** We pay the benefit amount shown in the chart below if death or dismemberment occurs as a result of an injury sustained in a covered accident within 90 days of such accident. If more than 1 dismemberment is sustained in any 1 accident, the total amount we will pay will not exceed the highest single benefit for accidental dismemberment. Benefits are payable only once for any covered accident. If death and dismemberment result from the same accident, only the Accidental Death benefit will be paid. This benefit is paid regardless of whether the dismembered body part is surgically reattached.

<u>Accidental Death</u>	<u>Common Carrier</u>	<u>Other Accidents</u>			
Insured Employee:	\$100,000	\$25,000			
Covered Spouse:	\$100,000	\$25,000			
Covered Child:	\$15,000	\$7,500			
<u>Accidental Dismemberment</u>	<u>Both arms and both legs</u>	<u>2 eyes, feet, hands, arms or legs</u>	<u>1 eye, foot, hand, arm or leg</u>	<u>1 or more fingers and/or 1 or more toes</u>	
Insured Employee:	\$25,000	\$25,000	\$6,250	\$1,250	
Covered Spouse:	\$25,000	\$25,000	\$6,250	\$1,250	
Covered Child:	\$7,500	\$7,500	\$1,875	\$500	

## BENEFIT INFORMATION (Continued)

### ON- AND OFF-THE-JOB ACCIDENT ONLY INTENSIVE CARE UNIT BENEFIT

- A. Intensive Care Unit:** We pay a daily benefit of \$600 when a covered person is confined to an intensive care unit for at least 18 hours as a result of an injury from a covered on-the-job accident. This benefit is payable for up to 15 days per covered person, per covered accident. Confinement must start within 30 days of the accident.
- B. Step-down Intensive Care Unit Confinement:** We pay a daily benefit of \$200 for an off-the-job accident or \$400 for an on-the-job accident when a covered person is confined to a step-down intensive care unit for at least 18 hours as a result of an injury sustained from a covered accident. This benefit is payable in addition to any Hospital Confinement benefit (benefit D) payable for a covered accident. This benefit is payable for up to 15 days per covered person, per covered accident.

### WELLNESS BENEFIT

**23 Wellness:** We pay [\$75] per certificate year, for either the insured employee or 1 other covered person, when an eligible examination or test is performed, after the insured employee's coverage has been in force for at least 12 months. The test must be performed under the supervision of or recommended by a physician, while coverage is in force, and a charge must be incurred. We will pay this benefit regardless of the result of the examination or test. The eligible wellness examinations and tests are:

1. [annual physical examination; and
2. dental examination; and
3. mammography; and
4. pap smear; and
5. eye examination; and
6. immunization; and
7. flexible sigmoidoscopy; and
8. PSA (prostate specific antigen – blood test for prostate cancer); and
9. ultrasound; and
10. blood screening].

[If the employee was insured by the prior accident policy offered through the policyholder's Health and Welfare Plan, the length of time his or her coverage was in effect will reduce the waiting period for receiving benefits under this wellness benefit.]

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## CLAIM INFORMATION

### NOTICE OF CLAIM

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We encourage a covered person to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by this policy, or as soon as reasonably possible. Notice given to us by, or on behalf of, a covered person or the beneficiary to us at [PO Box 41488, Jacksonville FL 32203-1488], with the covered person's name and certificate number, is notice to us.

A claim form can be requested from us. If it is not received within 15 days of the request, notice of claim may be sent to us by providing us a statement of the nature and extent of the loss.

### FILING A CLAIM

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[If a covered person's claim is denied, a notice will be sent within a reasonable time period, but not longer than 90 days from receipt of the claim. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 90 days. A covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state the specific reason(s) for the adverse benefit determination; and
- reference the specific policy provisions on which the determination is based; and
- describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary; and
- describe the policy's claims review procedures and the time limits applicable to such procedures, including a statement of the covered person's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.]

### PROOF OF CLAIM

Written proof must be given to us within 90 days of each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 15 months from the time specified unless the covered person is legally incapacitated.

### COOPERATION OF BENEFICIARY

The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

### PHYSICAL EXAMINATION AND AUTOPSY

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

### PAYMENT OF CLAIMS

After receiving written proof of loss, we will pay all benefits then due under this policy and will make payment to the insured employee, unless the insured employee assigned the benefit to someone else. Any amounts unpaid at the insured employee's death may, at our option, be paid either to the named beneficiary or as described in the "Beneficiary; Change of Beneficiary" provision.

### ASSIGNMENT

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

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

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

## CLAIM INFORMATION (Continued)

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

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

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

We will not recover more money than we overpaid.

### CLAIM REVIEW

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[A covered person will have 60 days from the receipt of an adverse benefit determination to file an appeal. Requests for appeals should be sent to [Allstate Workplace Division, Wal-Mart Claims Unit, PO Box 41488, Jacksonville FL 32203-1488], Attention: Appeals.

A covered person will have the opportunity to submit written comments, documents, or other information in support of the appeal, and the covered person will have access to all documents that are relevant to the claim.

The covered person will be notified of our benefit determination on review within a reasonable time, but not later than 60 days from receipt of the request for review. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 60 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state specific reason(s) of the adverse determination;
- reference specific policy provision(s) on which the benefit determination is based;
- state that the covered person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- describe any voluntary appeal procedures offered by the policy and the covered person's right to obtain information about such procedures; and
- include a statement regarding the covered person's right to bring an action under section 502(a) of ERISA.]

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## GLOSSARY

**Active Employment.** Means that the employee is working for the employer for earnings that are paid regularly and is performing the material and substantial duties as assigned by the employer. The employee will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if actively employed on the preceding scheduled work day. Temporary and seasonal workers are excluded from coverage.

The location at which the employee performs work must be:

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

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment.

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

**Certificate Year.** Means a consecutive 12 month period beginning on the effective date of insurance for each insured employee.

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

**Common Carrier.** Means only the following: commercial airlines; passenger trains; inter-city buslines; trolleys; or boats. It does not include taxis; intra-city buslines or private charter planes.

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

**Covered Accident.** Means a sudden, unforeseen and unexpected event which occurs without the covered person's intent, which results in an injury to the covered person and for which benefits are payable.

**Covered Person.** Means any of the following:

1. any eligible family member (including the employee) named in the enrollment or evidence of insurability form and acceptable for coverage by us; or
2. any eligible dependent added after the effective date; or
3. a newborn child or adopted child subject to the "Eligibility of Dependents" provision.

**Day.** A 24 hour period.

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

**Employee.** Means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder.

**Employee and Child(ren) Coverage.** Means coverage that includes only the insured employee, as defined, and eligible children.

**[Employee and Spouse Coverage.** Means coverage that includes only the insured employee, as defined, and his or her spouse.]

**Employee-Only Coverage.** Means coverage that includes only the insured employee, as defined.

## GLOSSARY (Continued)

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

**Family Coverage.** Means coverage that includes the insured employee, as defined, and his or her eligible dependents.

**Fracture.** Means a break in a bone that can be seen by x-ray and can be corrected by open (surgical) or closed (manipulative) repair.

**27** **Grace Period.** Means a period of [60 days] following the premium due date during which premium payment may be made. While the insured employee is employed with the policyholder, the premiums will be paid by the policyholder through payroll deductions. The grace period only applies to the insured employee during any portability period, when the insured employee will be required to pay the premiums directly to us.

**Hospital.** Means a legally operated institution with established facilities (either on its premises or available to the hospital on a contractual, pre-arranged basis and under the supervision of a staff of 1 or more duly licensed physicians), for the care and treatment of sick and injured persons for diagnosis, surgery, and 24 hour nursing service. Hospital does not include:

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

**Hospital Confined or Confinement.** Means confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement for an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** Means a hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide the following:

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

**Hospital Intensive Care Unit Confinement.** Means 1 continuous confinement or 2 or more hospital intensive care unit confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Immediate Family Member.** Means spouse, mother, father, child, step-child, adopted child.

**Injury.** Means a bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the effective date of coverage and while coverage is in force. See the Limitations and Exclusions section for injuries not covered by this policy.

**Inpatient.** Means a covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Employee.** Means an employee who has: (1) fulfilled all eligibility requirements set forth in this policy and the policyholder's Health and Welfare Plan; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by us.

**Leave of Absence.** Means the employee is absent from active employment for a period of time that has been agreed to in advance in writing by the current employer.

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

**Non-local.** Means more than 100 miles from the covered person's home or site of the accident.

## GLOSSARY (Continued)

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

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

**Off-the-Job Accident.** Means an accident that occurs while a covered person is not working at any job for pay or benefits.

**On-the-Job Accident.** Means an accident that occurs while a covered person is working at any job for pay or benefits.

**Paralysis.** Means spinal cord injuries received in a covered accident that result in complete and permanent loss of function of 2 or more limbs for a period of not less than 30 days. Paralysis must be confirmed by the attending physician.

**Payable Claim.** Means a claim for which we are liable under the terms of this policy.

**Physician.** Means:

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

We will not recognize the insured employee, his or her spouse, children, parents, or siblings as a physician for a claim.

**Policyholder.** Means the legal entity to whom this policy is issued.

**Rehabilitation Unit.** Means a hospital area providing coordinated multi-disciplinary physical restorative services to inpatients under the direction of a physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

**Step-down Intensive Care Unit.** Means a hospital area of special care, which provides a level of medical care below the highest level of acute medical care available at the hospital, but above the level of medical care in a regular private or semiprivate room or ward. The facility is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis.

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

**We, Us and Our.** Means American Heritage Life Insurance Company.

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**Allstate**<sup>®</sup>

Workplace Division

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6687

(904) 992-1776

A Stock Company

**THIS IS A GROUP ACCIDENT POLICY WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS POLICY  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS POLICY DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**



[Workplace Division]

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE:  
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JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776]

A Stock Company

1

(called "we", "our", "us" or "Company")

**CERTIFICATE OF INSURANCE**

This certificate explains the policy of insurance underwritten by us. It is not the contract of insurance. The policy (called the "policy"), as issued to the policyholder by us, alone makes up the agreement under which insurance coverage is provided and benefits are determined. The policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. The policy may be inspected at the office of the policyholder during normal business hours.

**The accident coverage under this policy is a benefit offered as part of the Associates' Health and Welfare Plan (Plan). The Plan is an employer-sponsored health and welfare employee benefit plan governed under ERISA.**

**This document, together with the current version of the Associate Benefits Book, constitutes the summary plan description (SPD) for the accident coverage portion of the Plan. The SPD, together with the Wal-Mart Stores, Inc. Associates' Health and Welfare Plan Wrap Document, are the Plan documents for the Plan.**

**As a summary, this SPD does not describe every provision of the controlling Plan, nor does it modify any provision of the applicable Plan documents.**

**CONSIDERATION**

Your coverage under the policy is issued to you in consideration of your enrollment form or other form of application and the payment of the first premium. Your coverage under the policy is effective from 12:01 a.m. Standard Time on your effective date.

**INSURING CLAUSE**

We certify that coverage under the policy is in effect for persons who have satisfied all eligibility requirements and for whom the required premium has been paid when due. All such coverage is subject to the terms of the policy.

In this certificate the insured certificate holder (associate) will be referred to as "you", "your" or "yours".

This certificate supersedes and replaces any certificate previously issued to you under the policy.

2

[ ]

Secretary

[ ]

President

**THIS IS A GROUP ACCIDENT CERTIFICATE WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS CERTIFICATE  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**

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## GENERAL PROVISIONS

### COVERAGE SUBJECT TO POLICY

The coverage described in this certificate is subject in every way to the terms of the policy that is issued to the policyholder. It alone makes up the agreement by which the insurance is provided. The group policy may be amended or discontinued by agreement between us and the policyholder in accordance with the terms of the policy. Your consent is not required for this. Neither are we required to give you prior notice.

### ELIGIBILITY OF DEPENDENTS

Eligible dependents are the individuals defined as "Eligible Dependents" under the policyholder's Health and Welfare Plan.

Your dependents cannot be covered as both a dependent and as an associate with their own coverage. If your dependent is or becomes covered as an associate with their own coverage, we will terminate their coverage as a dependent and refund any premium that may have been paid for the dependent coverage for the period of time that they were covered as a dependent while having their own coverage.

A child born to you or your spouse, while Associate and Child(ren) Coverage or Family Coverage is in force, will be eligible for coverage. This coverage begins at the moment of birth of such child and benefits will be the same as provided for other dependent children covered under this certificate.

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If you have Associate-Only Coverage [or Associate and Spouse Coverage], newborn children are automatically covered from the moment of birth for a period of [60 days]. If you desire uninterrupted coverage for a newborn child, you must notify your employer within [60 days] of that child's birth. Upon notification to us, we will convert your Associate-Only Coverage to Associate and Child(ren) Coverage [or Associate and Spouse Coverage to Family Coverage] and provide notification of the additional premium due. If you do not notify your employer within [60 days] of the birth of the child, the temporary automatic coverage ends.

If you have Associate-Only Coverage or Associate and Child(ren) Coverage, then marry and desire coverage for your spouse, your employer must be notified within [60 days] of your marriage. We will convert your coverage to Family Coverage and provide notification of the additional premium due.

An adopted child or child pending adoption will be covered as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption has been entered into by you within [60 days] after the date of birth.
2. If adoption proceedings have been instituted by you within [60 days] after the date of birth and you have temporary custody, coverage is provided from the moment of birth.
3. For children other than newborns, if adoption proceedings have been completed, and a decree of adoption was entered within 1 year from the institution of the proceedings, coverage will begin upon temporary custody for 1 year, unless extended by the order of the court by reasons of the special needs of the child.

Coverage must be provided as long as you have custody of the child pursuant to decree of the court and required premiums are paid.

If you have Associate-Only Coverage [or Associate and Spouse Coverage], we will convert your Associate-Only Coverage to Associate and Children Coverage [or Associate and Spouse Coverage to Family Coverage] and provide notification of the additional premium due.

### WHEN YOU CAN ENROLL OR CHANGE YOUR COVERAGE

You may apply for or change coverage as permitted under the terms of the policyholder's Health and Welfare Plan.

### ELIGIBILITY DATE

If you are working for the policyholder in an eligible class, the date you are eligible for coverage is the later of:

1. the policy effective date; or
2. the date you become eligible for coverage under the terms of the policyholder's Health and Welfare Plan.

## GENERAL PROVISIONS (Continued)

### EFFECTIVE DATE OF COVERAGE

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If you enrolled for this coverage provided by us during your employer's initial enrollment period during the [Fall of 2009], your coverage is effective on [January 1, 2010]. If you enrolled for coverage anytime after your employer's initial enrollment period or anytime on or after [January 1, 2010], your coverage will be effective in accordance with the terms of the policyholder's Health and Welfare Plan.

For any change in coverage, the change in coverage is effective in accordance with the terms of the policyholder's Health and Welfare Plan.

### CERTIFICATE OF INSURANCE

This certificate of insurance provides a description of the insurance provided by the policy issued to your employer. It describes the essential features of the insurance coverage and to whom benefits are payable.

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

### TERMINATION OF COVERAGE

Your coverage under the policy ends subject to the "Portability Coverage" provision of this certificate on the earliest of:

1. the date the policy is canceled by the policyholder; or
2. the last day of the period for which you made any required premium payments; or
3. the last day you are in active employment, except as provided under the "Leave of Absence" provision; or
4. the date you are no longer in an eligible class; or
5. the date your class is no longer eligible.

We will provide coverage for a payable claim that occurs while you are covered under the policy.

If your spouse is a covered person, your spouse's coverage ends upon valid decree of divorce or your death, or when you move to an eligible class that does not provide spouse coverage.

Coverage for a dependent child ends on the certificate anniversary next following the date the child is no longer eligible for coverage under the terms of the policyholder's Health and Welfare Plan. Coverage does not terminate for an unmarried child who:

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

The child's coverage continues as long as your coverage remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, such premium will be refunded, coverage will terminate and claims incurred after termination will not be paid. There may be no refund due if you have Associate and Child(ren) Coverage or Family Coverage and you have other dependent children insured.

Coverage may be eligible for continuation as outlined in the "Portability Coverage" provision.

### AGENCY

For purposes of the policy, the policyholder acts on its own behalf or as your agent. Under no circumstances will the policyholder be deemed our agent.

## GENERAL PROVISIONS (Continued)

### LEAVE OF ABSENCE

If you cease active employment because of a leave of absence while coverage is in force, you will have the opportunity to continue your coverage while you are away from active employment. Coverage will be in accordance with the terms of the policyholder's Health and Welfare Plan. This includes, but is not limited to how coverage is provided, how premiums are paid for during the absence and whether coverage is reinstated upon return to employment.

### INCONTESTABILITY

After 2 years from the effective date of coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim.

### 6 [DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

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

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

### LEGAL ACTION

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

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 180 days from the time a decision on appeal regarding a claim for benefits under this certificate has been rendered. A lawsuit may not be filed after this 180 day period expires.

### CLERICAL ERROR

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

### BENEFICIARY; CHANGE OF BENEFICIARY

If no beneficiary is named, we will pay any benefits due at the covered person's death in the following order:

- ### 7
1. [to you, if living; otherwise
  2. to your spouse, if living; otherwise
  3. to the covered person's children, in equal shares, if living; otherwise
  4. to the covered person's parents, in equal shares, if living; otherwise
  5. to the covered person's siblings, in equal shares, if living; otherwise
  6. to the covered person's estate].

Any change of beneficiary must be filed with the policyholder or at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date you signed it. This will be true whether or not the covered person is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

### 8 [UNPAID PREMIUM; EXCESS PREMIUM

Upon the payment of a claim under this certificate, any premium owed by you in an individual capacity that is more than [60 days] past due may be deducted from the benefit amount payable to you or one of your eligible dependents. Any excess premium will be refunded to you.]

## PORTABILITY COVERAGE

We will provide portability coverage, subject to these provisions.

Such coverage will be available for a covered person, if the following criteria are satisfied:

1. coverage under the policy terminates as described in the General Provision entitled "Termination of Coverage"; and
2. we receive a request for portability and payment of the first premium for the portability coverage not later than [60 days] after such termination.

No portability coverage will be provided for any person, if his or her insurance under the policy terminated due to his or her failure to make required premium payments.

### PORTABILITY COVERAGE

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy when the insurance terminated. Portability coverage may include any eligible dependents who were covered under the policy. Any change made to the policy after a covered person is insured under the portability coverage will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after a covered person's coverage under the policy terminates.

### PORTABILITY PREMIUMS

Premiums for portability coverage are due and payable in advance of each month of coverage to us at our home office. Premium due dates are the first day of each calendar month. The portability premium rate for the first [36 months] of portability coverage is the rate in effect under the policy for active associates who have the same coverage. After the first [36 months], the premium rate for portability coverage may change for the class of covered persons on portability on any premium due date. Written notice will be given at least [31 days] before any change is to take effect.

### GRACE PERIOD

The grace period, as defined, will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### TERMINATION OF PORTABILITY COVERAGE

Insurance under this portability coverage will automatically end on the earliest of the following dates:

1. the date you again become eligible for insurance under the policy; or
2. the last day for which premiums have been paid, if the covered person fails to pay premiums when due, subject to the grace period; or
3. with respect to insurance for dependents:
  - a. the date your insurance terminates; or
  - b. the date your dependent ceases to be an eligible dependent as defined.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### TERMINATION OF THE POLICY

If the policy terminates, you and your covered dependents will be eligible to exercise the portability privilege on the termination date of the policy. Portability coverage may continue beyond the policy's termination date, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.

## LIMITATIONS AND EXCLUSIONS

The policy does not cover any loss incurred by a covered person as a result of:

1. an injury that occurred as the result of an on-the-job accident, except as may be provided under the On- and Off-the-Job Accident Only Intensive Care Unit Benefit; or
2. injury incurred prior to the covered person's effective date of coverage subject to the Incontestability provision; or
3. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
4. suicide, or any attempt at suicide, whether sane or insane; or
5. any injury sustained while the covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
6. hernia, including any complications due to hernia; or
7. dental or plastic surgery for cosmetic purposes except when such surgery is required to treat an injury or correct a disorder of normal bodily function that was caused by an injury; or
8. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
9. committing or attempting to commit an assault or felony; or
10. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway.

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

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## BENEFIT INFORMATION

### OFF-THE-JOB ACCIDENT ONLY BENEFITS

If, while the policy is in force, a covered person sustains an injury caused by an off-the-job accident which results in any of the losses stated in this "Benefit Information" provision, and is diagnosed by a physician, we pay the following benefits for such loss. Unless otherwise specified, if a loss is eligible to be paid under more than one benefit, the highest eligible benefit will be paid. Any loss not stated in this "Benefit Information" provision is not covered under the policy.

- A. Emergency Treatment:** We pay \$120 for you or your covered spouse and \$70 for a covered child for required medical treatment as a result of a covered accident. This benefit is payable for physician fees, x-rays, and emergency room services. Treatment must be received within 72 hours of the covered accident. This benefit is payable only once for any and all treatment that occurs during any 24-hour period, per covered person, per covered accident.
- B. Follow-Up Treatment:** We pay \$25 per follow-up visit when a covered person requires additional follow-up treatment after receiving emergency treatment for which a benefit is paid under Emergency Treatment (benefit A). Follow-up treatment must be administered by a physician in a physician's office or in a hospital on an outpatient basis. Follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital. This benefit is payable for one follow-up treatment per day for a maximum of 6 treatments, per covered person, per covered accident. This benefit is not payable for treatments for which the Physical Therapy benefit (benefit R) is paid.
- C. Initial Hospitalization:** We pay \$1,000 the first time a covered person is hospital confined for at least 24 hours for treatment as a result of an injury; or \$1,500 if the covered person is admitted directly to a hospital intensive care unit. Confinement must start within 30 days of the covered accident. This benefit is payable only once per continuous hospital or intensive care unit confinement, per calendar year, per covered person.
- D. Hospital Confinement:** We pay a daily benefit of \$200 for a continuous hospital confinement, up to 365 days per covered accident, when a covered person is hospital confined for at least 18 hours for treatment as a result of an injury. Confinement must start within 30 days of the covered accident. This benefit is not payable for days on which the Rehabilitation benefit (benefit S) is paid. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C).
- E. Intensive Care Unit Confinement:** We pay a daily benefit of \$400, up to 15 days for any one accident, per covered person, when a covered person is confined in a hospital intensive care unit, as a result of an injury. This benefit is paid in addition to the Initial Hospitalization benefit (benefit C) and the Hospital Confinement benefit (benefit D). Confinement must start within 30 days of the covered accident.
- F. Dislocation:** We pay the benefit amount shown in the chart below when a covered person sustains a dislocation as a result of a covered accident. This benefit is payable for only the first dislocation of a joint. If a covered dislocation is reduced with local anesthesia or no anesthesia by a physician, we will pay 25% of the benefit amount shown in the chart below. This benefit is payable for a maximum of 2 covered dislocations per covered person, per covered accident.

<u>Joint</u>	<u>Benefit Amount</u>
Hip	\$2,000
Collar bone	\$800
Knee or shoulder	\$500
Ankle or foot (excluding toes)	\$500
Lower jaw	\$500
Wrist or elbow	\$400
Toe or finger	\$100

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- G. Burns:** We pay the benefit amount shown in the chart below when a covered person sustains a burn as a result of an accident if treated by a physician within 72 hours after a covered accident. Injuries due to sunburn are not a covered benefit.

<u>Affected Area</u>	<u>Benefit Amount</u>	
	<u>2<sup>nd</sup> Degree</u>	<u>3<sup>rd</sup> Degree</u>
Less than 20 square centimeters of the body surface	\$100	\$200
More than 20 but less than 40 square centimeters of the body surface	\$200	\$500
More than 40 but less than 65 square centimeters of the body surface	\$400	\$1,000
More than 65 but less than 160 square centimeters of the body surface	\$600	\$3,000
More than 160 but less than 225 square centimeters of the body surface	\$800	\$7,000
More than 225 square centimeters of the body surface	\$1,000	\$10,000

If the proof of loss does not specify the size of the burn, the lowest benefit amount shown will be paid.

- H. Skin Grafts:** We pay 50% of the benefit amount paid under the Burns benefit (benefit G) if a covered person receives one or more skin grafts for a covered burn. This benefit is paid in addition to the Burns benefit (benefit G).
- I. Eye Injury:** We pay \$250 for surgical repair or \$50 for removal of a foreign body by a physician if a covered person sustains an eye injury as a result of a covered accident.
- J. Lacerations:** We pay the benefit amount shown in the chart below when a covered person receives treatment for lacerations within 72 hours after a covered accident.

<u>Laceration</u>	<u>Benefit Amount</u>
Laceration(s) not requiring sutures	\$25
Single laceration less than 5 centimeters	\$50
Laceration(s) at least 5 centimeters but not more than 15 centimeters (total of all lacerations)	\$200
Laceration(s) over 15 centimeters (total of all lacerations)	\$400

If the proof of loss does not specify the size of the laceration, the lowest benefit amount shown will be paid.

- K. Fractures:** We pay the benefit amount shown in the chart below when a covered person sustains a fracture corrected by open or closed repair as a result of a covered accident. This benefit is payable for no more than 2 fractures per covered person, per covered accident.

<u>Fracture</u>	<u>Benefit Amount</u>
Hip	\$2,000
Skull	
depressed	\$1,500
simple	\$500
Leg	\$1,000
Rib	\$1,000
Vertebrae (body of), pelvis (excluding coccyx), or sternum	\$1,000
Vertebral processes	\$1,000
Upper jaw, upper arm, or face (excluding nose)	\$600
Hand (excluding fingers)	\$500
Foot (excluding toes/heel)	\$500
Lower jaw	\$500
Nose, heel, or finger	\$500
Shoulder blade or forearm	\$500
Wrist, elbow, ankle, or kneecap	\$500
Coccyx	\$200
Toe	\$200

We pay 25% of the amounts shown for chip fractures or other fractures not corrected by open or closed repair.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- L. Emergency Dental Services:** We pay the benefit amount shown in the chart below when a covered person receives dental services as a result of an injury. This benefit is payable for no more than one dental benefit per covered person, per covered accident.

<u>Dental Service</u>	<u>Benefit Amount</u>
Broken teeth repaired with crowns	\$150
Broken teeth resulting in extractions	\$50

- M. Coma:** We pay \$10,000 if a covered person is in a coma as a result of a covered accident.

- N. Brain Concussion:** We pay \$50 if a covered person sustains a concussion as a result of a covered accident.

- O. Paralysis:** We pay the benefit amount shown in the chart below if a covered person suffers from spinal cord injury received in a covered accident which results in a complete and total loss of use of 2 or more limbs. Paralysis must last 30 or more consecutive days and must be confirmed by a physician. This benefit is only payable once per covered person.

<u>Paralysis</u>	<u>Benefit Amount</u>
Quadriplegia (Paralysis of four limbs)	\$10,000
Paraplegia (Paralysis of lower limbs)	\$5,000

- P. Surgical Procedures:** We pay the benefit amount shown in the chart below if a covered person requires a surgical procedure as a result of a covered accident. Two or more surgical procedures performed through the same incision or entry point are considered 1 operation; we pay the amount for the procedure with the largest dollar amount benefit. Surgery must be performed within 1 year of a covered accident. Miscellaneous surgery is surgery that requires general anesthesia and is not covered by any other specific surgery benefit listed below. The miscellaneous surgery benefit is payable only once per 24 hour period even though more than 1 surgery or procedure may be performed.

<u>Surgery</u>	<u>Benefit Amount</u>
Open abdominal (including exploratory laparotomy), cranial, hernia, or thoracic surgery	\$1,000
Ruptured discs	\$500
Tendons and/or ligaments	\$500
Torn knee cartilages	\$500
Torn rotator cuffs	\$500
Arthroscopy without surgical repair	\$250
Miscellaneous surgery	\$250

- Q. Major Diagnostic Exams:** We pay \$150 if a covered person requires one of the following exams as a result of a covered injury: CT (computerized tomography) scan; MRI (magnetic resonance imaging); or EEG (electroencephalogram). The exam must be performed in a hospital, a physician's office, or an ambulatory surgical center. This benefit is limited to 1 payment per calendar year, per covered person.

- R. Physical Therapy:** We pay \$25 per day for physical therapy if a covered person receives physical therapy as a result of a covered injury. Therapy must be prescribed by a physician and begin within 30 days of the covered accident or discharge from the hospital and be received within the first 6 months after the covered accident or discharge from the hospital. This benefit is payable for 1 treatment per day for a maximum of 10 treatments per covered accident, per covered person. This benefit is not payable for treatments which the Follow-Up Treatment benefit (benefit B) is paid.

- S. Rehabilitation:** We pay \$100 per day if a covered person is confined to a rehabilitation unit as a result of a covered accident, provided that the covered person has been confined to a hospital immediately prior to being transferred to the rehabilitation unit. This benefit is paid for each day a room charge is incurred, up to 30 days for each covered person per continuous period of rehabilitation unit confinement, for a maximum of 60 days per calendar year. This benefit is not payable for days in which the Hospital Confinement benefit (benefit D) is paid.

## BENEFIT INFORMATION (Continued)

### OFF-THE-JOB ACCIDENT ONLY BENEFITS (Continued)

- T. Appliances:** We pay \$100 if a covered person, as a result of a covered injury and upon the advice of a physician, requires the use of a medical appliance as an aid in personal locomotion or mobility. Covered medical appliances are: crutches; wheelchair; leg brace; back brace; and walker. This benefit is payable only once per covered person, per covered accident.
- U. Prosthesis:** We pay \$500 if a covered person requires a prosthetic device as a result of a covered injury. This benefit is not payable for hearing aids, wigs, or any dental aids including false teeth. This benefit is payable only once per covered person, per covered accident.
- V. Blood, Plasma and/or Platelets:** We pay \$100 if a covered person, as a result of a covered injury, requires blood, plasma, and/or platelets. This benefit is not payable for immunoglobulins and is payable only once per covered person, per covered accident.
- W. Ambulance:** We pay \$150 for ground ambulance or \$1,000 for air ambulance if a covered person requires ambulance transportation to a hospital or emergency center as a result of a covered injury. The ambulance transportation must occur within 72 hours of the covered accident. Service must be provided by a licensed professional ambulance company.
- X. Transportation:** We pay \$400 per round trip for treatment at a non-local hospital as the result of a covered accident. This benefit is payable for only the covered person for whom the treatment is prescribed, except that if the treatment is for a covered dependent child and travel by common carrier is necessary, we pay an additional \$400 per round trip for one of the dependent child's parents or legal guardians to travel with the child. A physician must prescribe the treatment. This benefit is payable for up to 3 round trips per calendar year, per covered person. This benefit is not payable for transportation by ambulance or air ambulance to the hospital.
- Y. Family Lodging:** We pay \$100 per night for one motel/hotel room for an immediate family member to accompany the covered person who requires non-local hospital confinement as a result of a covered accident. This benefit is payable for up to 30 days per covered accident, and only during the days the covered person is confined in the hospital.
- Z. Accidental Death and Dismemberment:** We pay the benefit amount shown in the chart below if death or dismemberment occurs as a result of an injury sustained in a covered accident within 90 days of such accident. If more than 1 dismemberment is sustained in any 1 accident, the total amount we will pay will not exceed the highest single benefit for accidental dismemberment. Benefits are payable only once for any covered accident. If death and dismemberment result from the same accident, only the Accidental Death benefit will be paid. This benefit is paid regardless of whether the dismembered body part is surgically reattached.

<u>Accidental Death</u>	<u>Common Carrier</u>	<u>Other Accidents</u>		
Insured Associate:	\$100,000	\$25,000		
Covered Spouse:	\$100,000	\$25,000		
Covered Child:	\$15,000	\$7,500		
	<u>Both arms and both legs</u>	<u>2 eyes, feet, hands, arms or legs</u>	<u>1 eye, foot, hand, arm or leg</u>	<u>1 or more fingers and/or 1 or more toes</u>
Insured Associate:	\$25,000	\$25,000	\$6,250	\$1,250
Covered Spouse:	\$25,000	\$25,000	\$6,250	\$1,250
Covered Child:	\$7,500	\$7,500	\$1,875	\$500

## BENEFIT INFORMATION (Continued)

### ON- AND OFF-THE-JOB ACCIDENT ONLY INTENSIVE CARE UNIT BENEFIT

- A. Intensive Care Unit:** We pay a daily benefit of \$600 when a covered person is confined to an intensive care unit for at least 18 hours as a result of an injury from a covered on-the-job accident. This benefit is payable for up to 15 days per covered person, per covered accident. Confinement must start within 30 days of the accident.
- B. Step-down Intensive Care Unit Confinement:** We pay a daily benefit of \$200 for an off-the-job accident or \$400 for an on-the-job accident when a covered person is confined to a step-down intensive care unit for at least 18 hours as a result of an injury sustained from a covered accident. This benefit is payable in addition to any Hospital Confinement benefit (benefit D) payable for a covered accident. This benefit is payable for up to 15 days per covered person, per covered accident.

### WELLNESS BENEFIT

**10 Wellness:** We pay [\$75] per certificate year, for either you or one other covered person, when an eligible examination or test is performed, after your coverage has been in force for at least 12 months. The test must be performed under the supervision of or recommended by a physician, while coverage is in force, and a charge must be incurred. We will pay this benefit regardless of the result of the examination or test. The eligible wellness examinations and tests are:

1. [annual physical examination; and
2. dental examination; and
3. mammography; and
4. pap smear; and
5. eye examination; and
6. immunization; and
7. flexible sigmoidoscopy; and
8. PSA (prostate specific antigen – blood test for prostate cancer); and
9. ultrasound; and
10. blood screening].

[If you were insured by the prior accident policy offered through the policyholder's Health and Welfare Plan, the length of time your prior coverage was in effect will reduce the waiting period for receiving benefits under this wellness benefit.]

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## CLAIM INFORMATION

### NOTICE OF CLAIM

11 We encourage covered persons to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Notice of claim must be given to us within 60 days after the occurrence or commencement of any loss covered by the policy, or as soon as reasonably possible. Notice given by, or on behalf of, a covered person or the beneficiary, to us at [PO Box 41488, Jacksonville FL 32203-1488], with the covered person's name and certificate number, is notice to us.

A claim form can be requested from us. If it is not received within 15 days of the request, notice of the claim may be sent to us by providing us a statement of the nature and extent of the loss.

### FILING A CLAIM

12 [If a covered person's claim is denied, a notice will be sent within a reasonable time period, but not longer than 90 days from receipt of the claim. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 90 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state the specific reason(s) for the adverse benefit determination; and
- reference the specific policy provisions on which the determination is based; and
- describe additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary; and
- describe the policy's claims review procedures and the time limits applicable to such procedures, including a statement of the covered person's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.]

### PROOF OF CLAIM

Written proof must be given to us within 90 days of each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 15 months from the time specified unless the covered person is legally incapacitated.

### COOPERATION OF BENEFICIARY

The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

### PHYSICAL EXAMINATION AND AUTOPSY

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

### PAYMENT OF CLAIMS

After receiving written proof of claim, we will pay all benefits then due under the policy and will make payment to you, unless you have assigned the benefit to someone else. Any amounts unpaid at your death may, at our option, be paid either to the named beneficiary or as described in the "Beneficiary; Change of Beneficiary" provision.

## CLAIM INFORMATION (Continued)

### ASSIGNMENT

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

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

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

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

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

You must reimburse us in full. We will work with you to develop a reasonable method of repayment if you are financially unable to repay us in a lump sum.

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

### CLAIM REVIEW

13

[A covered person will have 60 days from the receipt of an adverse benefit determination to file an appeal. Requests for appeals should be sent to [American Heritage Life Insurance Company, PO Box 41488, Jacksonville FL 32203-1488].

The covered person will have the opportunity to submit written comments, documents, or other information in support of the appeal, and the covered person will have access to all documents that are relevant to the claim.

The covered person will be notified of our benefit determination on review within a reasonable time, but not later than 60 days from receipt of the request for review. If we determine that an extension is necessary due to special circumstances, this time may be extended for an additional 60 days. The covered person will receive notice before the extension that indicates the special circumstances requiring the extension and the date by which we expect to render a determination.

If the claim is in part or wholly denied, the covered person will receive notice of an adverse benefit determination that will:

- state specific reason(s) of the adverse determination;
- reference specific policy provision(s) on which the benefit determination is based;
- state that the covered person is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- describe any voluntary appeal procedures offered by the policy and the covered person's right to obtain information about such procedures; and
- include a statement regarding the covered person's right to bring an action under section 502(a) of ERISA.]

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## GLOSSARY

**Active Employment.** Means that you are working for the employer for earnings that are paid regularly and are performing the material and substantial duties as assigned by your employer. You will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if actively employed on the preceding scheduled work day. Temporary and seasonal workers are excluded from coverage.

The location at which you perform work must be:

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

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment.

**Associate.** Means a person who is: (1) a citizen or resident of the United States or one of its territories; and (2) in active employment with the employer named as the policyholder.

**Associate-Only Coverage.** Means coverage that includes only you, as defined.

**Associate and Child(ren) Coverage.** Means coverage that includes only you, as defined, and eligible children.

**[Associate and Spouse Coverage. Means coverage that includes only you, as defined, and your spouse.]**

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

**Certificate Year.** Means a consecutive 12 month period beginning on the effective date of insurance for each insured associate.

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

**Common Carrier.** Means only the following: commercial airlines; passenger trains; inter-city buslines; trolleys; or boats. It does not include taxis; intra-city buslines or private charter planes.

**Continuous Hospital Confinement.** Means one continuous confinement or two or more hospital confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Covered Accident.** Means a sudden, unforeseen and unexpected event which occurs without the covered person's intent which results in an injury to the covered person and for which benefits are payable.

**Covered Person.** Means any of the following:

1. any eligible family member (including you) named in the enrollment or evidence of insurability form and acceptable for coverage by us; or
2. any eligible dependent added after the effective date; or
3. a newborn child or adopted child subject to the "Eligibility of Dependents" provision.

**Day.** A 24 hour period.

**Eligibility Waiting Period.** Means the continuous period of time that you must be in active employment in an eligible class before you are eligible for coverage.

**Employer.** Means the individual, company or corporation where you are in active employment, and includes any division, subsidiary, or affiliated company named in the policy.

**Family Coverage.** Means coverage that includes you, as defined, and your eligible dependents.

## GLOSSARY (Continued)

**Fracture.** Means a break in a bone that can be seen by X-ray and can be corrected by open (surgery) or closed (manipulative) repair.

**14 Grace Period.** Means a period of [60 days] following the premium due date during which premium payment may be made. While the associate is employed with the policyholder, the premiums will be paid by the policyholder through payroll deductions. The grace period only applies to the Associate during any portability period, when Associates will be required to pay the premiums directly to us.

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

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

**Hospital Confined or Confinement.** Means confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement for an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** Means a hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide the following:

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

**Hospital Intensive Care Unit Confinement.** Means 1 continuous confinement or 2 or more hospital intensive care unit confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Immediate Family Member.** Means spouse, mother, father, child, step-child, adopted child.

**Injury.** Means a bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the effective date of coverage and while coverage is in force. See the Limitations and Exclusions section for injuries not covered by the policy.

**Inpatient.** Means a covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Associate.** Means an associate who has: (1) fulfilled all eligibility requirements set forth in the policy and the policyholder's Health and Welfare Plan; and (2) properly completed and signed the enrollment, provided that the enrollment has been received by us.

**Leave of Absence.** Means you are absent from active employment for a period of time that has been agreed to in advance in writing by your current employer. Normal vacation time or any period of disability is not considered a leave of absence.

**Non-local.** Means more than 100 miles from the covered person's home or site of the accident.

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

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

## GLOSSARY (Continued)

**Off-the-Job Accident.** Means an accident that occurs while a covered person is not working at any job for pay or benefits.

**On-the-Job Accident.** Means an accident that occurs while a covered person is working at any job for pay or benefits.

**Paralysis.** Means spinal cord injuries received in a covered accident that result in complete and permanent loss of function of two or more limbs for a period of not less than 30 days. Paralysis must be confirmed by the attending physician.

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

**Physician.** Means:

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

We will not recognize you, your spouse, children, parents, or siblings as a physician for a claim.

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

**Rehabilitation Unit.** Means a hospital area providing coordinated multidisciplinary physical restorative services to inpatients under the direction of a physician who is knowledgeable and experienced in rehabilitative medicine. Beds must be set up and staffed in a unit specifically designated for this service.

**Step-down Intensive Care Unit.** Means a hospital area of special care, which provides a level of medical care below the highest level of acute medical care available at the hospital, but above the level of medical care in a regular private or semiprivate room or ward. The facility is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide 24 hour continuous nursing care attended by nurses assigned to the unit on a full-time basis.

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

**We, Us and Our.** Means American Heritage Life Insurance Company.

**You, Your or Yours.** Means the insured associate, as defined, who meets the eligibility requirements.

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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 specified locations, such as division offices, all documents governing the Plan, including insurance contracts, 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of 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 annually furnish each participant with a copy of the summary annual 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 the Plan. These 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 the Employer or any other person, may fire 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 materials for 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 you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan 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. Generally, you must complete the appeals process before filing a law suit against the Plan. However, you should consult with your own legal counsel in determining when it is proper to file a law suit against the Plan.
- 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 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.

### **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 regional 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 Employee Benefits Security Administration publications hotline at (866) 444-3272 or by logging on to the Internet at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).]

## [ADMINISTRATIVE INFORMATION

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**Plan Year:** January 1 through December 31

**Plan Number:** 501

**Type of Plan:** Welfare benefit plan

**Type of Administration:** The Plan allocates discretionary authority among Committees (or their delegates) concerning the administration, interpretation, and application of the Plan. The Plan also provides that discretionary authority over claims for benefits and appeals may be allocated to, among others, an insurance carrier of an insured benefit.

**Plan Sponsor:**

Wal-Mart Stores, Inc.  
702 SW 8th Street  
Bentonville, AR 72716

**Plan Administrator/Named Fiduciary:**

The Administrative Committee  
Associates' Health and Welfare Plan  
922 West Walnut, Ste. A  
Rogers, AR 72756-3540  
(479) 621-2058

**Agent for Service of Legal Process:**

Corporation Trust Company  
1209 Orange Street  
Corporation Trust Center  
Wilmington, DE 19801  
Legal process may also be served on the Plan Administrator or Trustee.

**Plan Sponsor's EIN:** 71-0415188

**Funding:** Contributions to the Plan may be made by Wal-Mart Stores, Inc. out of its general assets or through the Associates' Health and Welfare Plan Master Trust. Contributions also may be required by employees, in an amount determined by Wal-Mart Stores, Inc. in its discretion. All assets of the Plan, including Associate contributions and any dividends or earnings thereon, shall be available to pay any benefits provided under the Plan or expenses of the Plan, including insurance premiums.

**Plan Trustee:** JP Morgan Chase Bank, N.A.

**Plan Documents:** This document, together with the current version of the Associate Benefits Book, constitutes the summary plan description (SPD) for the accident coverage portion of the Plan. The SPD, together with the Wal-Mart Stores, Inc. Associates' Health and Welfare Plan Wrap Document, are the Plan documents for the Plan.

**Plan Amendment or Termination:** Wal-Mart reserves the right to amend or terminate at any time and to any extent the SPD, including the Associate Benefits Book, and the Associates' Health and Welfare Plan Wrap Document. None of the benefits described in this Document can be orally amended. All oral statements and representations shall be without force or effect even if such statements and representations are made by the Plan Administrator, by a management Associate of the Company, or by any member of the applicable committees of the Plan. Only written statements by the applicable committee of the Plan shall bind the Plan.]



Workplace Division

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

**A Stock Company**

**THIS IS A GROUP ACCIDENT CERTIFICATE WHICH ONLY PROVIDES BENEFITS FOR  
OFF-THE-JOB ACCIDENTS AS DEFINED AND ON- AND OFF-THE-JOB ACCIDENT  
INTENSIVE CARE UNIT BENEFIT AS DEFINED WITHIN THIS CERTIFICATE  
AND OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN.  
THIS CERTIFICATE DOES NOT PROVIDE BENEFITS FOR ANY OTHER SICKNESS OR CONDITION.**