

## AMENDMENT

This amendment modifies your WEA Trust Essential Health Plan Certificate of Coverage. These optional eligibility provisions are added to the Appendix: Optional Eligibility Provisions section.

### Waiver of Premium Benefit

**This eligibility provision applies to your coverage only if your Benefit Summary indicates “Waiver of Premium Benefit.”**

After a covered employee is Disabled for more than 60 continuous calendar days, we will waive the monthly Premium required for coverage of the covered employee and his or her covered Dependent(s). We will waive the Premium beginning on the first day of the month following 60 consecutive days of Disability until the earliest of the following dates:

- The date the covered employee ceases to be Disabled, as determined by us.
- The date the covered employee becomes eligible for Medicare benefits.
- The date the covered employee dies.
- The date the covered employee fails to furnish proof satisfactory to us of continued Disability.
- The date this plan terminates for your employer for any reason.
- The date the covered employee ceases to be eligible for coverage under the terms of this Certificate.

Premium will be waived for a maximum of 30 months for any one Period of Disability.

Premium payments must be resumed beginning with the month in which the covered employee resumes his or her regular job duties as a member of the class of eligible employees specified by the employer.

**Period of Disability** means one continuous Period of Disability beginning on the covered employee’s date of Disability as determined by us or the prior insurer, if applicable, and ending on the date on which the covered employee dies or ceases to be Disabled. Successive Periods of Disability will be deemed to be the same Period of Disability unless:

- Due to an unrelated cause and separate by a return to the regular performance of job duties for the employer; or
- Due to the same or related cause by separated by a return to the regular performance of job duties for the employer for at least six (6) consecutive months.

The 6-day qualifying period to above must be satisfied only once for a Period of Disability. If a Disabled employee endeavors to resume work for the employer during a Period of Disability, the maximum period of Premium waiver will be extended. It will be extended by the number of days on which the covered employee works and for which resumed Premium payments are made.

To qualify for waiver of Premium, the employee must be under the regular care of a Physician. This means that:

- The employee is being seen by a Physician at intervals of time appropriate for treating the disabling impairment(s);
- The Physician is rendering and/or prescribing a pertinent treatment plan or a practical protocol, if one exists, for alleviating or eliminating the impairment(s) causing the Disability; **and**
- The employee is complying with all aspects of the Physician-prescribed treatment plan.

Waiver of Premium applies only to a covered employee who becomes Disabled **after** the effective date of this plan. There is one exception – a Disabled employee whose Premium is waived under the prior group health plan’s waiver of Premium provision at the time this plan goes into effect may be eligible for waiver of Premium.

Waiver of Premium applies only to the type of coverage (single or family) in effect for the covered employee on the date of Disability, or in effect on the date this plan replaces the prior group health plan.

Waiver of Premium does not apply to a covered employee who was not Disabled at the time of his or her retirement and who is covered under either the “Retired Employee Continuation,” or the “Retired Employee Continuation – Limited Duration” optional eligibility provision.

As part of the Waiver of Premium Benefit, eligibility criteria for Disabled employees are added to the “Eligibility, Enrollment and Effective Date of Coverage” section of the Certificate. A Disabled employee whose Premium is waived under the prior group health plan’s waiver of Premium provision may be eligible to enroll in this plan.

In the “Eligibility, Enrollment and Effective Date of Coverage” section of the Certificate, a “Disabled Employee Eligibility” provision is inserted after “Employee Eligibility” as follows:

### **Employee Eligibility**

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#### **Disabled Employee Eligibility**

An employee is eligible for Coverage on the date this plan takes effect for your employer only if **all** of the following apply:

- You belong to the class of eligible employees specified by your employer under this Certificate.
- You are Disabled on the date this plan takes effect.
- You are covered under the group health plan being replaced by this plan under a waiver of Premium provision due to your own Disability.

Your coverage will begin on the date this plan takes effect if we receive your enrollment form within 30 days of that date.

### **Dependent Eligibility**

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## **Limited Waiver of Premium Benefit**

**This eligibility provision applies to your coverage only if your Benefit Summary indicates “Limited Waiver of Premium Benefit.”**

This provision is the same as the “Waiver of Premium Benefit” provision, with one exception:

- Premium will be waived for a maximum of 12 months, rather than 30 months, for any one Period of Disability.