

# AMENDMENT

## to the WEA Trust Preferred Provider Plan

If your Benefit Summary indicates that your plan includes any of the following optional dependent eligibility benefits, they are deleted:

- Dependent Student to Age 25—Calendar Year, or
- Dependent Student to 25th Birthday, or
- Dependent to Age 25—Calendar Year

Refer to Section 3, as amended below, for the list of dependents eligible for coverage under your plan.

If you are an insured under the Trust's Preferred Provider plan, the subsection entitled "Eligibility and When Coverage Begins" in Section 3, Eligibility and Coverage of Employees and Their Dependents, is amended as follows:

### Eligibility and When Coverage Begins

...

#### Your Dependents

If you are covered by this policy, the following dependents are eligible for coverage:

1. Your legal spouse.
2. Your unmarried biological child, legally adopted child, stepchild, or legal ward\* who is under the age of 19.  
  
\***Note:** To be initially eligible for coverage, your legal ward must be under the age of 18 or must be a ward who was covered by the previous employer-sponsored group health plan that this policy replaced. In addition, you must have sole and permanent guardianship of both the individual and the individual's estate.
3. Your unmarried biological child, legally adopted child, stepchild, or legal ward who is between the ages of 19 and 27, **and**
  - Whose employer, if any, does not offer a health plan to its employees, **or**

- Who is not eligible for his or her employer's health plan, **or**
  - Who is eligible for his or her employer's health plan, but the amount he or she must pay for that coverage is more than the additional amount you must pay to enroll him or her under this policy.
4. Your unmarried biological child, legally adopted child, stepchild, or legal ward of any age who is a full-time student **and** meets **all** of the following requirements:
    - Before age 27, was initially called to federal active duty for the national guard or a reserve unit of the United States armed forces.
    - Within 12 months of the date of fulfilling his or her active duty obligation, returned to school as a full-time student.
    - Except for age, meets the requirements of 3, above.
  5. A biological child of your covered dependent child or legal ward (i.e., your grandchild), but only until your child or legal ward becomes 18 years old or marries, whichever occurs first.

Your dependents are eligible for coverage on the date your coverage takes effect. Their coverage will begin on the date your coverage takes effect if we have received your application for their coverage within the first 30 days of their eligibility.

**Children Who Become Re-eligible for Coverage**—If your covered dependent child becomes ineligible for coverage because he or she no longer meets the criteria to qualify as an eligible dependent, that child will lose coverage under this policy. However, the child may once more become eligible if the criteria are again met. If this happens, coverage for the re-eligible dependent child will resume on the first of the month following the event that gave rise to the re-eligibility if you have **family** coverage and notify us promptly of the child's re-eligible status.

If you have **single** coverage and want to add a dependent child who becomes re-eligible, you must change to family coverage. In addition, we must receive the application for your dependent child's coverage within 30 days of the event that gave rise to that dependent's re-eligibility. If we do not receive the application within the 30-day time limit, your dependent child will be subject to the "Rules for Late Enrollments" described later in this section.

**Adding Dependents Through Marriage**—If you marry, you may obtain coverage for any new eligible dependents and you may change from single to family coverage if we receive the required enrollment form within 30 days after the date of your marriage. In this case, coverage for these new dependents begins on the date of your marriage. If we receive your application for their coverage after the 30-day period, their enrollment will be subject to the "Rules for Late Enrollments" described later in this section.

**Newborn Child**—A newborn's coverage begins at birth if you have family coverage. If you have single coverage, you must notify us of the birth and your desire to obtain family coverage within 60 days of the birth date. If we are not notified and the required premiums are not paid

within 60 days of the birth date, we may refuse coverage for the newborn unless, within one year of the birth date, we receive all required premiums, plus interest as permitted by law, from the date of birth. If we do not receive the required premiums within one year of the birth date, you will be able to obtain coverage for the child only through the "Rules for Late Enrollments" described later in this section.

**Newly Adopted Child**—A newly adopted child is eligible for coverage on the earlier of these dates:

- The date that a court makes a final order granting adoption.
- The date that the child is legally placed with you for adoption.

Coverage for the adopted child will begin on the date he or she first becomes eligible if we receive your application for the child's coverage, or written notification of the adoption, within 60 days after that date. If we do not receive an application for the child's coverage within 60 days after he or she becomes eligible, you will be able to obtain coverage for the child only through the "Rules for Late Enrollments" described later in this section.

**Legal Wards**—A legal ward is eligible for coverage on the date established by the court order as the date on which you began guardianship. Coverage for your legal ward will begin on the date he or she became eligible if both of the following apply:

- You have family coverage.
- We receive your application for your legal ward's enrollment within 30 days after he or she first became eligible for coverage.

**Surviving Dependents**—In the event of your death while you are covered by this policy, your surviving covered dependents have certain rights to continue their coverage. Those rights are described later in this section under "Coverage Continuation Rights of Surviving Dependents."

The subsection entitled “Your Duty to Provide Information” in Section 3, Eligibility and Coverage of Employees and Their Dependents, is deleted and replaced with the following:

## **Your Duty to Provide Information**

If you are covered by this policy, you must provide the information we need to accurately determine whether your dependents are eligible for coverage and to pay benefits. Examples include but are not limited to:

- **You must let us know when one of your covered dependents is no longer eligible for coverage.** This will enable us to process claims accurately and extend continuation coverage as required by law. Read about “Your Legal Rights to Continuation Coverage” later in this section. If you do not notify us, we have the right to retroactively terminate coverage for the individual.
- **You must notify us when you or a dependent becomes covered by another group health plan or by Medicare.** The State of Wisconsin has adopted rules that must be followed by all insurers who coordinate benefits. These rules, included in Section 9, specify which insurer pays first, which pays second, etc.
- **You must respond to our requests for information.** When your dependent child nears the limiting age when he or she may no longer be eligible for coverage, we will send you a questionnaire requesting updated information about that dependent. Because we use this information to pay claims, we suspend claims processing until we receive the information from you.

Periodically we will send you a questionnaire asking if you or any of your dependents are covered by any other health plan. You must

either complete and return the questionnaire or call one of our customer service representatives and provide the information. Because we rely on this information to coordinate benefits, we suspend claims processing until we receive the requested information.

- **You must provide, at your own expense, the medical documentation we need to determine if services are covered and/or if you qualify for waiver of premium.** We will tell you what we need to make a determination.
- **You must inform us when you or your covered dependent receives medical services as a result of a work-related Illness or Injury, and you must notify us of any worker’s compensation claim you make.** You must also notify us of any worker’s compensation benefits you receive as a result of an award, compromise, or settlement. Because we will use this information to determine whether any benefits are owed to you under this policy, you must promptly provide us with any related information or documentation that we require. This policy excludes services that are eligible for worker’s compensation benefits whether or not you apply for or receive them.

**If you fail to timely provide us with the information described above, and we pay claims in error as a result, we have the right to recover the overpayment. You will be responsible for the cost of any claims paid in error, together with all costs and legal fees we incur in recovering those claims payments. See also “Our Right of Review and Recoupment” in Section 8.**

The subsection entitled “When Coverage Ends” in Section 3, Eligibility and Coverage of Employees and Their Dependents, is deleted and replaced with the following:

## When Coverage Ends

Your coverage will end on the earliest of the following dates:

- The date this policy terminates for any reason.
  - The end of the period for which the last premium was paid for you.
  - The date on which you enter the military forces of any state or country, including the United States. This includes being called to active duty as a member of a reserve unit of the armed forces.
  - The date on which you cease to be a member of the eligible class of employees specified by your employer for coverage under this policy. For example, you have a change in your job duties or in the number of hours worked that renders you ineligible for coverage.
  - The date on which your occupational group ceases to be part of the eligible class of employees specified by your employer as being part of an insured group.
  - The last day of the month in which you become ineligible because of the termination of your employment, whether voluntary or involuntary.
  - The date on which you fail to comply with any provision of this policy.
  - The date on which you exhaust your maximum aggregate benefit. **Note:** Coverage for your eligible dependents will not end solely because you exhaust your maximum aggregate benefit and, thus, are no longer eligible for benefits yourself.
  - The date of your death.
- The end of the period for which the last premium was paid for your dependent.
  - The date of the divorce or annulment of your marriage terminates the coverage of your spouse.
  - The date on which your dependent enters the military forces of any state or country, including the United States. This includes being called to active duty as a member of a reserve unit of the armed forces.
  - The date your dependent child marries.
  - The last day of the month in which your dependent child no longer meets the criteria to be covered as a dependent under your coverage.
  - The date on which your dependent exhausts his or her maximum aggregate benefit.
  - The date of your dependent’s death.
  - The date your coverage ends for any reason, except for your death. If you die, coverage for your dependents will end on the last day of the month of your death. (Note that continuation coverage options are available to your covered dependents in this event.)

Coverage for any dependent will end on the earliest of the following dates:

- The date this policy terminates for any reason.

There are three exceptions:

### 1. **Mental retardation or physical disability of your covered child.**

If you have a covered dependent child or legal ward who is **both** incapable of self-sustaining employment because of mental retardation or physical disability **and** who is chiefly dependent on you for support and maintenance, coverage for that individual will not end solely because he or she reaches the limiting age. You may continue coverage for that child or legal ward as long as he or she continues to be both incapable of self-sustaining employment and chiefly dependent on you for support. In this

case, you must provide us with proof of the incapacity and dependency within 31 days of the date he or she reaches the limiting age, and at any time we request it during the 2-year period that follows. After the 2-year period, we may request proof of incapacity and dependency on an annual basis.

**2. The onset of Disability while covered by this policy.**

If you become Disabled while covered under this policy as an active employee, your eligibility will not end solely because you are no longer actively working. You may continue your coverage for as long as you are Disabled if we receive the required premiums for your coverage and we continue to insure the active employees in the occupational group within the eligible class of employees to which you belonged before becoming Disabled. This option is in addition to your rights to continuation coverage required by state and federal law.

If and when you are entitled to continuation coverage under state or federal law, that

period of continuation coverage will run concurrently with the continued coverage provided for in this provision. The coverage you are eligible to continue will be the same health plan as that in effect for the active employees in the occupational group within the eligible class to which you belonged before becoming Disabled. See Examples 1 and 2 under “Coverage Continuation Option for Retired Employees” later in this section.

If, while you enjoy the continued coverage provided for in this provision, you become eligible for Medicare Parts A and B, you should enroll for those benefits because we will coordinate the benefits of this policy with the benefits payable by Medicare, whether or not you enroll. See Section 9 for information about how we calculate benefits when this policy is secondary.

**3. Continuation coverage as required by state and federal law.** See “Your Legal Rights to Continuation Coverage” later in this section.

**Amendment Effective Date**—This amendment is effective upon renewal of the underlying collectively bargained insurance agreement that occurs on or after January 1, 2010.