

# UnitedHealthcare Insurance Company

Home Office: 185 Asylum Street, Hartford, Connecticut 06103-3408  
Administrative Office: 9900 Bren Road East, Minnetonka, MN 55343  
www.uhc.com

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## POLICY

Policyholder: University of Arkansas  
Policy Number: 306521  
Policy Effective Date: January 1, 2023  
Premium Due Dates: January 1 and the first day of each month thereafter  
Policy Anniversary Date: January 1 of each year

UnitedHealthcare Insurance Company (We, Our, Us or the Company), agrees to provide benefits according to the terms, provisions, conditions and limitations of the Policy.

The Policy becomes effective on the Policy Effective Date.

### Read the Policy Carefully

This is a legal contract between the Policyholder and Us. If the Policyholder has questions about the Policy, contact Our Home Office by calling 1-888-299-2070.

The Policy is issued in and governed by the laws of the State in which it is delivered.

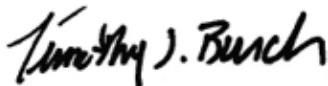
### NOTICE TO POLICYHOLDER

This is an Accident only Policy and it does not pay benefits for loss from Sickness. Review the Policy carefully. This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

### THIS POLICY IS NOT A MEDICARE SUPPLEMENT CONTRACT

If a Covered Person is eligible for Medicare, he should review the Guide to Health Insurance for People with Medicare available from the Company.

Signed for the Company by:



Secretary



President

### Group Accident Insurance Policy Non-Participating (no dividends)

**Noninsurance Benefits:** Noninsurance benefits are not part of a Covered Person's Certificate and do not modify their insurance benefits. We may offer or arrange for various entities or vendors to offer benefits or other considerations to the Covered Person for the purpose of promoting their general health and well-being. Noninsurance benefits may be modified or terminated at any time. Such modification or termination may be made based on availability of services or other reasons at Our discretion or at the discretion of the insurer or entity providing such services.

## POLICY GENERAL PROVISIONS

**Certificates:** We will furnish Certificates to the Policyholder to distribute or make available to each Covered Person. The Certificate(s) describe the benefits, terms, conditions, limitations and exclusions provided by the Policy. If there is a conflict between the Policy and the Certificate, the Policy will control.

**Conformity with State or Federal Statutes:** If any provision of the Policy conflicts with any applicable law, the provision will be deemed to conform to the requirements of the applicable law.

**Rights of Authority:** When making a benefit determination under the Policy, We have the sole discretionary authority:

1. to determine the Covered Person's or their Dependent's eligibility, if applicable, for benefits;
2. to interpret the terms, conditions, limitations, and exclusions of the Policy; and
3. to interpret all other provisions of the Policy including the Certificate and any riders, endorsements or amendments.

We may delegate this discretionary authority to other entities or persons who provide services in regard to the administration of the Policy.

This provision does not:

1. prevent the Covered Person's or their Dependent's right to bring legal action as stated in the Legal Action provision; or
2. serve to deprive any insurance department of its statutory rights and obligations.

**Entire Group Contract:** The Entire Group Contract between the Policyholder and Us consists of the Policy, Certificate(s), any riders, endorsements, amendment(s) and the Policyholder's application (a copy of which is attached or on file at the office of the Policyholder). All Certificate(s), riders, endorsements and any amendments are listed on the Incorporation Provision page.

All statements made by the Policyholder, or Covered Person or Dependents are representations and not warranties. No statement made by the Covered Person or Dependent will be used to contest the insurance provided by the Policy, unless:

1. it is contained in a written statement signed by the Covered Person or Dependent; and
2. a copy of the statement is furnished to the Covered Person or their Beneficiary.

Only We may change the Policy or extend the time for payment of any premium. No change made by Us will be valid unless made in writing and signed by Us. Any change will be binding on all persons referred to in the Policy as of the Effective Date shown in the Incorporation Provision. No agent has the authority to change the Policy or waive any of the provisions. For purposes of the Policy, the Policyholder acts on its own behalf, or as the Covered Person's agent. The Policyholder is not an agent of Ours.

**Information to be Furnished:** The Policyholder may be required to furnish any information needed to administer the Policy. The Policyholder must furnish all information required by Us to:

1. compute premiums; and
2. maintain necessary records.

Records of the Policyholder, which have a bearing on insurance, must be made available for inspection by Us upon reasonable request.

## POLICY GENERAL PROVISIONS (continued)

**Clerical Error:** Clerical error by the Policyholder will not:

1. affect the amount of insurance which would otherwise be in effect;
2. continue insurance which otherwise would be terminated; or
3. result in the payment of benefits not otherwise payable.

Once an error is discovered, an adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return may be limited to the 12 month period, which precedes the date We receive proof such an adjustment should be made or when applicable, may be calculated on a pro-rata basis for any actual coverage period.

**Payment of Premiums:** Insurance provided by the Policy will be in effect when the first premium for such insurance is paid. For insurance to remain in effect, each subsequent premium must be paid on or before its due date. The Policyholder is responsible for paying all premiums as they become due. The premiums may be paid to Us by another party, however We may require a mutual binding agreement among the other party, the Policyholder and Us. Premiums are payable on or before their due dates at Our Home Office. Payment of Premium for a period before it is due will not guarantee that the insurance will remain in effect for that period.

**Grace Period** A Grace Period of 31 days will be allowed for the payment of each premium after the first premium payment. During the Grace Period, the insurance will continue in effect provided the premium is paid by the Policyholder before the end of the Grace Period. The Grace Period will not continue the insurance beyond a date shown in any Termination provision.

**Premium Rate Change:** On or after the first Policy Anniversary Date, We have the right to change premium rates as of any Premium Due Date but not more than once in any 12 month period. We will notify the Policyholder in writing at least 60 days prior to the change in rates.

The premium rate may change prior to this time for reasons that affect the insurance risk, which include:

1. a change occurs in benefits;
2. a division, subsidiary, or affiliated company is added or deleted;
3. the number of Employees insured changes by 10% or more; or
4. a new Law or a change in any existing Law is enacted which applies to the Policy. A change may take effect on an earlier date if both the Policyholder and We agree to it. Except in the case of fraud, any premium adjustments, refunds or charges will be made for only the current Policy year.

**Premium Rates:** The premium rates for the Policy are on file at the office of the Policyholder.

**Policy Implementation Credit(s):** The Policyholder may be eligible for Policy implementation credit(s).

The purpose of these credits is to compensate the Policyholder for expenses incurred from transferring similar insurance to Us from another insurance plan or for ongoing administrative expenses.

We will credit the Policyholder's account after the Policyholder has submitted documentation, satisfactory to Us, evidencing the cost the Policyholder incurred in connection with the transfer or ongoing administrative expenses. Documentation must be sent within one year of the Policy Effective Date.

All subsequent Premium Due Dates, Grace Periods, and other requirements of the Policy will remain unchanged and unaffected by the Policy implementation credit(s).

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## POLICY TERMINATION PROVISIONS

**Termination of the Policy:** The Policy may be canceled by either the Policyholder or Us.

1. We may cancel the Policy prior to its first Policy Anniversary Date or at any time thereafter if any of the following occurs:
  - a. the Policyholder does not provide Us with information that We need to administer the Policy;
  - b. the Policyholder fails to perform any of its obligations that relate to the Policy;
  - c. the number of Covered Persons decreases to less than 10;
  - d. the Policyholder fails to pay premium within the Grace Period; or
  - e. the Policyholder ceases to sponsor coverage under the Policy, or sponsors the same or similar coverage through another arrangement without Our written agreement.

## INCORPORATION PROVISION

All of the provisions in the Certificate(s), which may include riders, endorsements and amendments issued for the Policyholder and shown below are incorporated in and made part of the Policy.

<b>DOCUMENTS</b>	<b>DESCRIPTION</b>	<b>EFFECTIVE DATE</b>
Accident Insurance Certificate-Option A	All active full-time Employees	January 1, 2023
Accident Insurance Certificate-Option B	All active full-time Employees	January 1, 2023
Accident Insurance Certificate- Option C	All active full-time Employees	January 1, 2023
Certificate Modifications Rider	Amends the Certificate as outlined	January 1, 2023

**APPENDIX "A"**  
**LIMITATIONS AND EXCLUSIONS UNDER THE**  
**ARKANSAS LIFE AND HEALTH INSURANCE**  
**GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy and contract owners who live in this state and, in some cases, to keep coverage in force. Please note that the valuable extra protection provided by the member insurers through the Guaranty Association is limited. This protection is not a substitute for a consumers' careful consideration in selecting insurance companies that are well managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") provides coverage of claims under some types of policies or contracts if the insurer or health maintenance organization becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned on residence in the State of Arkansas. Other conditions may also preclude coverage. The Guaranty Association will respond to any questions you may have which are not answered by this document. Your insurer or health maintenance organization and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy or health maintenance organization coverage.

You should not rely on availability of coverage under the Guaranty Association when selecting an insurer or health maintenance organization.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol Avenue  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202

The state law that provides for this safety net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"), which is codified at Ark. Code Ann. §§ 23-96-101, et seq. Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act, nor does it in any way change any person's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**COVERAGE**

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

## EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state; or
- Their policy or contract was issued by a hospital or medical service organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends, voting rights, and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employer plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to or in connection with benefit plans protected under the Federal Pension Benefit Corporation ("FPBC"), regardless of whether the FPBC is yet liable;
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by state or federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, claims for policy misrepresentations, and extra-contractual or penalty claims; or
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustee(s).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 in life insurance death benefits without regard to the number of policies and contracts there were with the same company, even if they provided different types of coverages. The Guaranty Association will pay a maximum of \$500,000 in health benefits, provided that coverage for disability insurance benefits and long-term care insurance benefits shall not exceed \$300,000. The Guaranty Association will pay \$300,000 in present value of annuity benefits, including net cash surrender and net cash withdrawal values. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits. These are limitations under which the Guaranty Association is obligated to operate prior to considering either its subrogation and assignment rights or the extent to which those benefits could be provided from assets of the impaired or insolvent insurer.