

Important Notice to UnitedHealthcare Medical Plan Subscribers in New Hampshire Regarding Continuation of Coverage Rights

Below is a summary of your current continuation of coverage rights under New Hampshire law. For further information about your federal and state continuation of coverage rights please refer to your Certificate of Coverage.

State Continuation of Coverage

If your coverage ends under the Policy, you may be entitled to elect continuation coverage (coverage that continues on in some form) in accordance with federal or state law.

Continuation coverage under COBRA (the federal Consolidated Omnibus Budget Reconciliation Act) is available only to Enrolling Groups that are subject to the terms of COBRA. You can contact your plan administrator to determine if your Enrolling Group is subject to the provisions of COBRA.

If you selected continuation coverage under a prior plan which was then replaced by coverage under the Policy, continuation coverage will end as scheduled under the prior plan or in accordance with federal or state law, whichever is earlier.

We are not the Enrolling Group's designated "plan administrator" as that term is used in federal law, and we do not assume any responsibilities of a "plan administrator" according to federal law.

We are not obligated to provide continuation coverage to you if the Enrolling Group or its plan administrator fails to perform its responsibilities under federal law. Examples of the responsibilities of the Enrolling Group or its plan administrator are:

- Notifying you in a timely manner of the right to elect continuation coverage.
- Notifying us in a timely manner of your election of continuation coverage.

39-Week Continuation of Coverage Period in the Event of Policy Termination under State Law

When the entire Group Policy terminates, we will provide you with written notification of the right to elect 39 weeks of continuation coverage at group rates and directions for payment of Premium within 30 days of the date of Policy termination. You may elect continuation coverage by returning the notice and required Premium to us within 31 days of the date of the notice. You may either elect coverage from the date of termination to the date of notice or you may elect coverage from the date of termination and continuing for 39-weeks.

If Policy termination is due to non-payment of premium, we will give notice to both the Enrolling Group and each Subscriber within 30 days of the effective date of Policy termination which will be the expiration of the 30-day Grace Period for non-payment.

Individuals who are covered under the Individual Continuation Coverage described below at the time the entire Policy is terminated will continue to be covered until the earlier of:

- The end of the individual coverage extension period below, or
- The end of the 39-week continuation period.



Qualifying Events for Individual Continuation Coverage under State Law

Coverage must have ended due to one of the following qualifying events:

- Termination of the Subscriber from employment with the Enrolling Group for any reason except gross misconduct.
- Termination of coverage due to loss of eligibility as a Subscriber or an Enrolled Dependent.

Election Period for Individual Continuation Coverage under State Law

We will provide you with written notification of the right to elect continuation coverage and directions for payment of Premium within 30 days of the date the Enrolling Group notifies us that your coverage will end under the Policy. We will mail the notice to you at the last known address furnished by the Enrolling Group. You may elect continuation coverage by returning the notice and required Premium to us within 45 days of the notice. In addition, you should send a copy of the notice to the Enrolling Group.

If the initial Premium is not submitted with the election form, you have up to 30 days following the date the election form was sent to forward Premium payment.

The following additional election period rules also apply:

- When a Dependent defined as a "former spouse" under the Dependents definition in Section 9 of the Certificate becomes eligible for continuation due to the occurrence of an event (other than remarriage of the former spouse) listed in Section 9, the Subscriber or the former spouse must notify the Enrolling Group of the event within 30 days of the date of the event and must further provide the Enrolling Group and us with the former spouse's mailing address. We will provide the Subscriber and the former spouse with a separate notice of the right to continue coverage as described above.
- If a Covered Person chooses to waive the right to continuation coverage, the person is required to provide notice of waiver including, but not limited to, written waiver of coverage or electronic communication to the Enrolling Group or plan administrator. If we do not receive a response within the 45-day election period, we will deem coverage has been waived after making a reasonable effort to contact the Covered Person to confirm such waiver.
- When more than one Covered Person under the Policy will lose coverage as a result of the Subscriber's loss of coverage, we will provide each Covered Person with a separate notice of continuation subject to the election period stated above. However, an election of continuation by the Subscriber will be deemed to include the election of continuation on behalf of any other of the Subscriber's Dependents who would lose coverage under the Policy.

Continuation Coverage for Individual Termination under State Law

Continuation coverage under the Policy will continue for the following extension periods:

- 18 months from the date your continuation of coverage began.
- 29 months in the case of an individual who is determined under Title II or XVI of the Social Security Act to be disabled within the first 60 days of the date such individual became ineligible for continued participation under the Policy.
- 36 months in the case of eligible retirees and dependents who have a substantial loss of coverage due to coverage reduction or termination that takes place within one year of the date the Enrolling Group files for protection under the bankruptcy provisions of Title 11 of the United States Code.
- Except when the widow, widower, or former spouse of a Subscriber is 55 years of age or older, 36 months in the case of:
 - The death of the Subscriber.
 - The loss of eligibility as a former spouse.
 - The Subscriber's becoming entitled to benefits under Medicare or the Subscriber's becoming entitled to Medicare benefits during the 18-month state continuation period.
 - An Enrolled Dependent ceases to be an Eligible Person.

However, if:

- A former spouse's eligibility terminates due to the occurrence of one of the events (other than the former spouse's remarriage) listed under the Dependent definition in Section 9 of the Certificate of Coverage and such former spouse is age 55 or older, or
- A spouse of the Subscriber is age 55 or older at the time of the Subscriber's death;

then the extension period will continue until the surviving spouse or former spouse becomes eligible for participation in another employer-based group plan or becomes eligible for Medicare.

If both the Subscriber and the former spouse are responsible for making payments for the former spouse's continuation coverage, the following rule applies:

Both parties must notify the Enrolling Group and us, in writing, within 30 days of the qualifying event noted in Section 9, and make payment. The Enrolling Group has the right to terminate the former spouse's coverage if payment due from the former spouse is not received within 30 days of the Premium due date. If payment due from the Subscriber is not received within 30 days of the Premium due date, the Enrolling Group has the right to terminate the former spouse's coverage. We will send the former spouse notice 30 days prior to termination of coverage during which time the former spouse has the opportunity to make the payment due or to secure payment from the Subscriber.

Termination of Continuation Coverage under State Law

Extension coverage will not be provided beyond:

- The first day of the month following the date coverage is or could be obtained under any other group health plan.
- The date of the first Medicare Open Enrollment Period following the date an individual became ineligible for continued participation under the Policy.
- The date coverage ends because of a failure to make timely payment of the Premium as required; however payment of Premium is considered to be timely if made within 30 days after the Premium due date.

Continuation Due to Strike, Lockout or Other Labor Dispute

If the Subscriber stops work due to a strike, lockout or labor dispute, arrangements may be made to continue coverage under this group Policy. Coverage will continue until the earlier of the following:

- 6 months from the date the Subscriber stops work due to the strike, lockout or other labor dispute;
- The Subscriber begins work with another employer.

Work may stop due to a labor dispute. The Policy and all insurance will continue during the dispute as long as Premium is paid to us. Continuation is subject to the other sections of this provision.

Insurance will continue under this provision only for those persons who are insured on the date work stops who continue to pay their contributions and also assume and pay the employer's contributions. The Enrolling Group will send the contributions to us.

Insurance coverage will continue as long as we receive Premium payments on or before each due date, subject to the Grace Period provision in the Policy and the requirements found in the next paragraph.

If any Premium payment was due but had not been paid at the time work stopped, insurance will continue under this provision only if the Enrolling Group pays that overdue Premium before the next Premium due date.

The Subscribers' contributions per month that work is stopped will be figured as follows:

- The Premium rates for this Policy on the date work stops may be stated as a set amount per Subscriber. Each Subscriber's contribution will be the rate or rates for the Subscriber's group.
- The Premium rates may not be stated as a set amount per Subscriber. Each Subscriber's contribution will be an average rate figured from the Policy's Premium rates and the amounts of insurance shown in the Policy.

We will have the right to increase or decrease Premium rates only upon expiration and renewal of the Policy.

Insurance will continue according to this Provision until the earliest of the following:

- The date the employee is employed by an employer other than the Employer.
- Six months after the date work stopped.

If the health coverage stops because the six month period for continuation during a labor dispute ends, then the Subscriber may continue both the Subscriber and Dependent coverage then in effect.

The Subscriber must send both of the following to the employer within 31 days after the date coverage ends:

- Written notice of the election to continue coverage.
- The first monthly payment for the coverage.

Any coverage being continued will stop on the earliest of the following:

- The date the Subscriber becomes eligible for another group plan.
- 12 months after the date the coverage would have stopped.
- When we fail to receive the required Premium.

At the end of the 12 month period of continuation above, if the group insurance coverage is no longer available, the Subscriber has the right to convert to an individual policy in accordance with the terms and conditions for conversion coverage.

Coverage for an Enrolled Dependent may stop sooner when the Dependent is no longer eligible.