## **Disclosures & Disclaimers**

There is a twelve (12) month Pre-existing Condition waiting period for Hospital Confinement and Inpatient or Outpatient Surgery relating to a Pre-existing Condition. A Pre-existing condition means either (a) a condition, whether physical or mental, and regardless of the cause: (1) for which medical advice, diagnosis, care or treatment was recommended or received during the twelve (12) month period immediately preceding the effective date of coverage under this Blanket Group Specified Disease/Illness Insurance Policy for the Insured incurring the expense or (2) which Manifested during the twelve (12) month period immediately preceding the effective date of coverage under the Blanket Group Specified Disease/Illness Insurance Policy for the Insured incurring the expense; or (b) a Bodily Injury: (1) for which medical advice, diagnosis, care or treatment was recommended or received during the twelve (12) month period immediately preceding the effective date of coverage under this Blanket Group Accident Only Insurance Policy for the Insured incurring the expense; or (2) resulting from an Accident that occurred before the Effective Date for the Insured incurring the expense. Benefits reduce by fifty percent (50%) when an Insured member reaches age sixty-five (65). There is a thirty (30) day wait for Specified Disease/Illnesses. Specified Disease/Illness means each of the specifically enumerated sicknesses set forth in Section VIII.A. of the Blanket Group Specified Disease/Illness Insurance Policy entitled SPECIFIED DISEASES/ ILLNESSES suffered by an Insured, which in each instance first Manifests itself thirty (30) days after the Issue Date shown on the Blanket Group Policy Schedule and while coverage under this Blanket Group Specified Disease/Illness Insurance Policy for such Insured for Covered Medical and Surgical Services Benefits is in force and effect. HDA Protection Plus Blanket Group Specified Disease/Illness and Blanket Group Accident Insurance is available to members who are residents in the following states: AL, AR, AZ, DE, FL, GA, IA, IL, KY, LA, MI, MS, NE, OK, PA, SC, TN, TX, UT, VA, WV, and WY by Freedom Life Insurance Company of America. The Blanket Group Specified Disease/Illness and Blanket Group Accident Insurance forms BLKACCUP2-2014-P-FLIC; BLKACCUP2-2014-AE-FLIC; BLKSDUP2-2014-P-FLIC; and BLKSDUP2-2014-AE-FLIC are underwritten and issued by Freedom Life Insurance Company of America and issued to HDA. This Blanket Group coverage is available to each individual enrolled member of the Health Depot Association (HDA) who has timely and properly paid their monthly dues to HDA and who has been identified by HDA to Freedom Life Insurance Company of America as an authorized and enrolled member of HDA. The Blanket Group Specified Disease/Illness and Blanket Group Accident Insurance is subject to the definitions, terms, conditions, limitations, and exclusions set forth in the master group policy, issued to HDA, which is summarized and provided in your membership materials and terminates at the end of the policy period of the master group policy issued to HDA unless renewed by the mutual agreement of HDA and Freedom Life Insurance Company of America.

The individual mandate under the Affordable Care Act ("ACA" generally requires individuals to maintain "minimum essential coverage" in 2014 and beyond, or be subject to payment of the annual shared responsibility payment, the amount of which is based, in part, upon the individual's household income each year (see page 37 for details). The HD Protection Plus Blanket Group Specified Disease/Illness and Blanket Group Accident Plans are insurance plans which provide benefits on an expense incurred basis up to a maximum daily/monthly/annual amount for covered services and are neither "essential health benefits plans" under the ACA, traditional major medical insurance plans, nor Workers' Compensation plans under state law.). Therefore, unless an insured under one of our HD Protection Plus Blanket Group Specified Disease/Illness and Blanket Group Accident plans has an exemption from the ACA's individual mandate or maintains "minimum essential coverage" under the ACA, the insured will be subject to the ACA's "shared responsibility payment" (see page 37 for details).

## **Mandatory Dispute Resolution**

The Blanket Group Specified Disease/Illness and Blanket Group Accident Plans contain Mandatory Dispute Resolution Procedures for the prompt, fair, and efficient resolution of a dispute. This provision provides for the parties to first attempt to achieve resolution of any Dispute through negotiation. If the parties cannot reach an agreement through negotiation, the provision provides for resolution to be then attempted through non-binding mediation. Finally, if the parties cannot reach an agreement through mediation, this provision provides for a neutral arbitrator to assist the parties with resolution through mandatory, finding arbitration.

Claims for benefits shall be administered based on the Blanket Group Policies issued to the Health Depot Association. A copy of the Blanket Group Policies are available from the association upon request.