

## WMI MUTUAL INSURANCE COMPANY

### **Patient Protection and Affordability Care Act (“PPACA”) Amendment**

This health insurance issuer believes this Plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your policy may not include certain consumer protections of the Affordable Care Act that apply to other plans (e.g., the requirement for the provision of preventive health services without any cost sharing). However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act (e.g., the elimination of lifetime limits on benefits).

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to WMI Mutual Insurance Company at 1-800-748-5340 or 801-263-8000. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans.

The provisions below are required by federal health care reform. These effective date of these provisions is January 1, 2011. These provisions replace any language in the Certificate to the contrary. Changes or clarifications will be made on a continuing basis in order to comply with federal or state regulations, guidance, or interpretations as they are developed. Benefits that are mandated by state law that are more generous than those required by federal health care reform will continue in force at the current benefit level.

#### **Dependent Age**

The limiting age for a non-disabled dependent child is until attainment of twenty-six (26) years. The child must not be eligible to enroll in his/her own employer-sponsored health plan. This applies regardless of financial dependency, residency with the parent or with any other person, student status, employment, or any combination of those factors. The spouse or child of such dependent child is not eligible for coverage.

#### **Lifetime Limit**

This amendment removes the maximum lifetime benefit of two-million dollars per Insured. Any other lifetime dollar limit in the Policy for a specific benefit in the Policy applies only to health care services and supplies that are not “Essential Benefits”. Essential benefits are defined and interpreted in PPACA.

### **Annual Limit**

This amendment adds a maximum annual benefit of two-million dollars per Insured. This maximum applies to “Essential Benefits” as shown in the list below. PPACA defines and interprets the term “Essential Benefits”. The services must also otherwise be eligible according to the terms of the Policy. Any other annual dollar limit in the Policy for a specific benefit applies only to those health care services and supplies that are not “Essential Benefits”. The definition of “essential benefits” may be changed by the U.S. Department of Health and Human Services.

- 1) Ambulatory patient services.
- 2) Emergency services.
- 3) Hospitalization.
- 4) Maternity and newborn care.
- 5) Mental health and substance abuse, including behavioral health treatment.
- 6) Prescription drugs.
- 7) Rehabilitative and habilitative services and devices.
- 8) Laboratory services.
- 9) Preventive and wellness services and chronic disease management.
- 10) Pediatric services, including oral and vision care.

### **Preexisting Condition**

The preexisting condition exclusion does not apply for children up to, and including, the age of eighteen (18).

### **Rescission**

Coverage may be rescinded if an Insured performs an act, practice, or omission that constitutes fraud. Coverage also may be rescinded if an Insured makes an intentional misrepresentation of a material fact. Written notice will be given to the Insured prior to the rescission of coverage. This notice will be given at least thirty (30) days in advance.