

Group Accident Plan

Prepared Exclusively For
Toys"R"Us, Inc.

Off Job Accident Plan 2

Aetna Life Insurance Company
Certificate

This Certificate is part of the Group Accident Policy between Aetna Life Insurance Company and the Policyholder

What Your Plan
Covers and How
Benefits are Paid

aetnaSM

Group Accident Certificate

Aetna Life Insurance Company

151 Farmington Avenue, Hartford, Connecticut 06156

The words which appear in **bold** type are defined in the Definitions section of this Certificate.

This Certificate explains the insurance benefits issued to the **policyholder** named in the Schedule of Benefits. **We** agree to pay the benefits to each **insured person** in accordance with the terms of the Policy.

The Policy under which this Certificate is issued may be amended or cancelled at any time as stated in its provisions. Only an officer of Aetna Life Insurance Company may approve a change and it must be done in writing. Such action may be taken without the consent of or notice to any person who claims rights or benefits under the Policy.

THIS CERTIFICATE IS NOT MEDICARE SUPPLEMENT COVERAGE. IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW "THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE", WHICH IS AVAILABLE FROM US.

This Certificate replaces any previous certificate(s) issued to the **employee** under the Policy.

Signed for Aetna Life Insurance Company.
(A Stock Company)



Mark T. Bertolini
Chairman, Chief Executive Officer and President

The Policy is a non-participating Policy and does not share in the company's surplus.

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

This plan provides limited benefits. The benefit payments are not intended to cover the full cost of medical care. You are responsible for making sure the provider's bills get paid. These benefits are paid in addition to any other health coverage you may have.

This plan does not count as minimum essential coverage under the Affordable Care Act.

PLEASE READ THIS CERTIFICATE CAREFULLY.

THIS CERTIFICATE IS SUBJECT TO THE LAWS OF THE STATE OF NEW JERSEY.

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Eligibility

An employee of the **employer** is in an eligible class if he or she is a regular, active employee of the **employer**, according to criteria the **employer** sets to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to his or her employment. **We** will rely upon the representation of the **employer** as to eligibility for coverage under this plan and as to any fact concerning such eligibility. Eligibility for insurance may be modified to accommodate the **employer's** common practices.

To be covered by this plan, the following requirements must be met:

- The eligible employee will need to be in an eligible class, as defined by the **employer**;
- The eligible employee has reached his or her eligibility date; and
- The eligible employee has completed the **employer's** eligibility waiting period or probationary period.

Dependents

Your dependents can be covered under **your** plan. **You** may enroll the following dependents:

- **Your** legal spouse or **civil union** partner.
- **Your** domestic partner who meets the rules set by **your employer**.
- **Your** dependent children.

As used throughout this Certificate, “spouse” includes relationships entered outside of New Jersey that provide substantially all of the rights and benefits of marriage and are valid under the laws of the jurisdiction in which the civil union partnership was created.

We will rely upon **your employer** to determine whether or not a person meets the definition of a dependent for coverage under this plan. This determination will be conclusive and binding upon all persons for the purposes of this plan.

To be eligible, a dependent child must be:

1. Under 31 years of age; or
2. Over the limiting age shown above who is not able to earn his or her own living because of intellectual disability or physical handicap which started prior to the date he or she reaches the limiting ages and who is chiefly dependent on **you** for support and maintenance. **We** require proof of such incapacity no later than 31 days after the date the child's coverage would otherwise have terminated due to the limiting age. **We** have the right to require proof of the continuation of the incapacity, at **our** expense, as often as needed, but not more often than once each two years from the date the child reached the limiting age.

An eligible dependent child includes:

1. **Your** biological children;
2. **Your** stepchildren;
3. **Your** legally adopted children and children placed with you for adoption;
4. **Your civil union** partner's children;
5. **Your** children for whom you are required to provide coverage under a medical support order;
6. **Your** domestic partner's children; and
7. Any other child who lives with **you** in a parent-child relationship.

Coverage for a Domestic Partner

To be eligible for coverage, a domestic partnership shall be established when all of the following requirements are met:

- Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
 1. a joint deed, mortgage agreement or lease;
 2. a joint bank account;
 3. designation of one of the persons as a primary beneficiary in the other person's will;
 4. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
 5. joint ownership of a motor vehicle;
- 2. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- 3. Neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- 4. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- 5. Both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this section;
- 6. Both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- 7. Both persons are at least 18 years of age;
- 8. Both persons file jointly an Affidavit of Domestic Partnership; and
- 9. Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current Affidavit of Domestic Partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey law.

Those same-sex relationships entered into outside the State of New Jersey that most closely approximate New Jersey domestic partnerships that is, relationships that provide some, but not all of the rights and obligations of marriage will be treated as domestic partnerships under New Jersey law.

Important Reminder

Keep in mind that you cannot receive coverage under this Plan as:

1. Both an employee and a dependent; or
2. A dependent of more than one employee.

Enrollment Procedure

An eligible employee will be provided with plan benefit and enrollment information when he or she first becomes eligible to enroll. To complete the enrollment process, all requested information for the eligible employee and his or her eligible dependents must be provided. Eligible employees will also need to agree to make required premium contribution. The **employer** will determine the amount of required premium contribution, which will need to be agreed to before enrollment. The **employer** will advise of the required amount of premium contribution. Premiums are subject to change.

Enrollment will need to be made within 31 days of the eligibility date. If an eligible employee misses the enrollment period, he or she will not be able to participate in this plan until the next annual enrollment period. If an eligible employee does not enroll for coverage when he or she first becomes eligible, but wishes to do so later, the **employer** will provide the information on when and how enrollment can be done.

Newborns are automatically covered for 31 days after live birth provided payment of premium is received by **us**. To continue coverage after 31 days, **you** will need to complete an Enrollment/Change Request form and return it to **your employer** within the 31-day enrollment period.

Effective Date of Coverage

If an eligible employee has met all the eligibility requirements, his or her coverage takes effect on the later of:

1. The date his or her required premium contribution is received by **us**; or
2. Such other date as set forth in criteria established between the **employer** and **us**.

Your dependent's coverage takes effect on the same day that **your** coverage becomes effective, if **you** have enrolled them in this plan by then.

Note: New dependents need to be reported to **us** within 31 days because they may affect **your** premium contribution. If **you** do not report a new dependent within 31 days of his or her eligibility date, then that dependent will not be able to participate in the plan until **your employer's** next annual enrollment period.

Adopted Children and Medical Support Orders:

1. An adopted child who meets the definition of dependent as of the date the child is placed for adoption, may be enrolled provided:
 - Such placement takes effect after the date **your** coverage becomes effective; and
 - **You** make written request for coverage for the child within 31 days of the date the child is placed with **you** for adoption because they may affect **your** premium contribution. If **you** do not report the child within 31 days of his or her eligibility date, that child will not be able to participate in this plan until **your employer's** next annual enrollment period, if any.

As used here, "placed for adoption" means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child.

2. A child for whom **you** are required to provide health coverage as the result of a qualified medical child support order and who meets the definition of dependent, may be enrolled by **you**, the custodial parent or the Division of Medical Assistance and Health Services as the State Medicaid agency or the Division of Family Development as the State IV-D agency, in the Department of Human Services, without regard to any enrollment season restrictions provided:
 - The support order was issued on or after the date **your** coverage becomes effective; and
 - Written request for coverage for the child is made.

If **you** are the non-custodial parent, proof of claim for such child may be given by the custodial parent. Benefits for such claim will be paid to the custodial parent.

Coverage for the child will become effective on the date specified by **your employer**.

Schedule of Benefits

Policyholder:	Toys "R" Us, Inc.
Group Policy No.:	GP-501
Issue Date:	April 22, 2016
Group Policy Effective Date:	July 1, 2017
Plan Year:	July 1 to June 30

BENEFIT DESCRIPTION	BENEFIT AMOUNT
Accidental Death Benefit	
Employee	\$50,000
Spouse	\$25,000
Children	\$25,000
Accidental Death Common Carrier Benefit	
Employee	\$100,000
Spouse	\$50,000
Children	\$50,000
Accidental Dismemberment Benefit	
Loss of One Hand; or Loss of One Foot; or Loss of Sight of One Eye	\$5,000
Loss of One Hand and One Foot; or Loss of One Hand and Sight of One Eye; or Loss of One Foot and Sight of One Eye	\$10,000
Loss of Both Hands; or Loss of Both Feet; or Loss of Sight of Both Eyes	\$10,000
Accidental Follow-up Benefit	\$50
Maximum Visits per Accident	3
Maximum Visits per Plan Year	9
Ground Ambulance Benefit	\$300
Maximum Trips per Accident	1
Air Ambulance Benefit	\$1,500
Maximum Trips per Accident	1
Appliances Benefit	\$100
Maximum Appliances per Accident	1
Blood/Plasma/Platelets Benefit	\$400
Maximum Transfusions per Accident	1
Burn Benefit	
Burn Classifications:	
Second Degree Burn , greater than 5% of total body surface	\$1,000
Third Degree Burn , less than 5% of total body surface	\$1,500
Third Degree Burn , 5-10% of total body surface	\$6,000
Third Degree Burn , greater than 10% of total body surface	\$18,000

Burn Skin Graft Benefit	50% of Burn Benefit
Maximum Skin Grafts per Accident	1
Chiropractic Treatment Benefit	\$25
Maximum Visits per Accident	10
Maximum Visits per Plan Year	30
Coma Benefit	\$10,000
Maximum Coma per Accident	1
Concussion Benefit	\$150
Maximum Concussion per Accident	1
Dental Treatment Benefit	
Extractions	\$75
Crown	\$225
Dislocation Benefit	
Closed Reduction	
Hip	\$3,000
Knee (except Patella)	\$1,500
Ankle - Bone or Bones of the foot (other than toes)	\$750
Collarbone (Sternoclavicular)	\$600
Lower Jaw	\$600
Shoulder (Glenohumera)	\$600
Elbow	\$600
Wrist	\$600
Bone or Bones of the hand (other than fingers)	\$600
Collarbone (Acromioclavicular and separation)	\$150
One toe or one finger	\$150
Open Reduction	1.5 x Closed Reduction
Maximum Dislocations per Accident	1
Eye Injury Benefit	\$300
Maximum Visits per Accident	1
Fracture Benefit	
Closed Reduction	
Skull (except bones of the face or nose), depressed	\$4,125
Skull (except bones of the face or nose), non-depressed	\$4,125
Hip, Thigh (Femur)	\$1,725
Vertebrae, Body of (excluding Vertebral Processes)	\$1,125
Pelvis (inc. Ilium, Ischium, Pubis, Acetabulum except Coccyx)	\$1,125
Leg (Tibia and/or Fibula Malleolus)	\$1,125
Bones of the Face or Nose (except Mandible or Maxilla)	\$600
Upper Jaw, Maxilla (except Alveolar Process)	\$600
Upper Arm between Elbow and Shoulder (Humerous)	\$600
Lower Jaw, Maxilla (except Alveolar Process)	\$600
Collarbone, (Clavicle, Sternum)	\$600
Shoulder Blade (Scapula)	\$600
Vertebral Process	\$600
Forearm (Radius and/or Ulna)	\$450

Kneecap (Patella)	\$450
Hand/Foot (except fingers and toes)	\$450
Ankle/Wrist	\$450
Rib	\$225
Coccyx	\$225
Finger, Toe	\$225
Open Reduction	1.5x Closed Reduction
Maximum Fractures per Accident	1
Hospital Stay - Admission Benefit	
Hospital Admission	\$1,000
Maximum Admissions per Accident	1
Intensive Care Unit (ICU) Admission	\$2,000
Maximum Admissions per Accident	1
Hospital Stay - Daily Benefit	
Hospital Daily	\$200
Maximum Days per Stay	365
Maximum Stays per Accident	1
Intensive Care Unit (ICU) Daily	\$400
Maximum Days per Stay	365
Maximum Stays per Accident	1
Rehabilitation Unit Daily	\$100
Maximum Days per Stay	30
Maximum Stays per Accident	1
Initial Treatment Benefit - Emergency Room	
Maximum Visits per Accident	1
Maximum Visits per Plan Year	3
Initial Treatment Benefit - Physician's Office or Urgent Care Center	
Maximum Visits per Accident	1
Maximum Visits per Plan Year	3
Laceration Benefit	
Repair Classifications:	
Without stitches	\$25
With stitches, less than 7.5 centimeters	\$75
With stitches, 7.6 - 20.0 centimeters	\$300
With stitches, greater than 20.0 centimeters	\$600
Maximum Repairs per Accident	1
Lodging Benefit	\$100
Maximum Days per Accident	30
Medical Imaging Benefit	\$150
Maximum Imaging Tests per Accident	1
Observation Unit Benefit	\$100
Maximum Observations per Accident	1
Pain Management (Epidural Anesthesia) Benefit	\$100
Maximum Administrations per Accident	1

Paralysis Benefit	
Paraplegia	\$5,000
Quadriplegia	\$10,000
Prosthetic Device/Artificial Limb Benefit	
One Limb	\$750
Multiple Limbs	\$1,500
Ruptured Disc Benefit	\$750
Maximum Repairs per Accident	1
Surgery Benefit (with repair)	
Cranial, Open Abdominal & Thoracic	\$1,000
Hernia	\$150
Maximum Surgeries (with repair) per Accident	1
Surgery Benefit (with no repair)	
Exploratory or Arthroscopic	\$150
Maximum Surgeries (with no repair) per Accident	1
Tendon/Ligament/Rotator Cuff Benefit	
Surgery for Single Repair	\$750
Surgery for Multiple Repairs	\$1,500
Maximum Surgeries per Accident	1
Therapy Services Benefit - Speech Therapy, Occupational Therapy and Physical Therapy)	\$25
Maximum Visits per Accident	10
Torn Knee Cartilage Benefit	\$750
Maximum Visits per Accident	1
Transportation Benefit	\$250
Maximum Round Trips per Accident	1
X-ray Benefit	\$50
Maximum X-rays per Accident	1

Benefits

If an **insured person** has an **accidental injury**, we will pay the applicable benefits shown on the Schedule of Benefits for the below listed benefits subject to the following:

- The benefit maximums, if any, shown on the Schedule of Benefits;
- A charge must be incurred for the **care** of an **insured person** due to an **accidental injury**;
- The service or supply must be rendered or received due to an **accidental injury** and is not due to or in connection with an **occupational injury**;
 - The **accidental injury** must occur while coverage for the **insured person** is in force;
 - The service or supply must be rendered or received while coverage for the **insured person** is in force;
 - The service or supply must be rendered or received in the United States or its territories; and
- The **accident** must take place in the United States or its territories.

We reserve the right to request that a **physician** of our choice review any **diagnosis** in the event of a dispute or disagreement regarding the appropriateness or correctness of a **diagnosis**. We also reserve the right to require that an **insured person** submit to an examination to confirm a disputed **accidental injury**. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed **diagnosis**. We will pay for any such requested examination or review.

Accidental Death Benefit

We will pay the applicable Accidental Death Benefit shown on the Schedule of Benefits if an **insured person** sustains an **accidental injury** which causes the **insured person's** death within 90 days after an **accident**.

If we pay the Accidental Death Benefit, we will not pay the Accidental Death Common Carrier Benefit.

If the **insured person** received the Coma Benefit and then died, the Accidental Death Benefit payable will be reduced by the amount paid under the Coma Benefit.

If the **insured person** received the Paralysis Benefit and then died, the Accidental Death Benefit payable will be reduced by the amount paid under the Paralysis Benefit.

Neither termination of the Policy nor termination of the **insured person's** coverage under the Policy shall prejudice the settlement of any claim for loss where the accident precipitating the loss occurs more than 24 months following the effective date of the **insured person's** coverage under the Policy.

Accidental Death Common Carrier Benefit

We will pay the applicable Accidental Death Common Carrier Benefit shown on the Schedule of Benefits if an **insured person** sustains an **accidental injury** while the **insured person** is a fare paying passenger on a **common carrier** and the **accidental injury** causes the **insured person's** death within 90 days after an **accident**.

If we pay the Accidental Death Common Carrier Benefit, we will not pay the Accidental Death Benefit.

If the **insured person** received the Coma Benefit and then died, the Accidental Death Common Carrier Benefit payable will be reduced by the amount paid under the Coma Benefit.

If the **insured person** received the Paralysis Benefit then died, the Accidental Death Common Carrier Benefit payable will be reduced by the amount paid under the Paralysis Benefit.

Neither termination of the Policy nor termination of the **insured person's** coverage under the Policy shall prejudice the settlement of any claim for loss where the accident precipitating the loss occurs more than 24 months following the effective date of the **insured person's** coverage under the Policy.

Accidental Dismemberment Benefit

We will pay the applicable Accidental Dismemberment Benefit shown on the Schedule of Benefits if an **insured person** sustains one of the loss classifications shown on the Schedule of Benefits due to an **accidental injury**.

The loss must occur within 90 days after an **accidental injury**.

For the purpose of this benefit:

3. “Loss of hand” means the hand is cut off through or above the wrist joint.
4. “Loss of foot” means the foot is cut off through or above the ankle joint.
5. “Loss of sight” means total and irrecoverable loss of sight.

If the **insured person** sustains multiple loss classifications from one **accident**, we will pay for the classification which has the highest benefit amount.

If the **insured person** received the Laceration Benefit then lost the hand, foot or eye that had been repaired, the Accidental Dismemberment Benefit payable will be reduced by the amount paid under the Laceration Benefit.

Neither termination of the Policy nor termination of the **insured person’s** coverage under the Policy shall prejudice the settlement of any claim for loss where the accident precipitating the loss occurs more than 24 months following the effective date of the **insured person’s** coverage under the Policy

Accident Follow-up Benefit

We will pay the Accident Follow-up Benefit shown on the Schedule of Benefits if an **insured person** receives follow-up treatment in a **physician’s** office, **urgent care center** or **emergency room** for an **accidental injury** within one year of the **accident**.

We will pay either, the Accident Follow-up Benefit, the Initial Treatment Benefit – Emergency Room or the Initial Treatment Benefit – Physician’s Office or Urgent Care Center if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

We will pay either, the Accident Follow-up Benefit or the Therapy Services Benefit if those visits occur on the same day for the same **accidental injury**. When the visits occur on the same date, the benefit with the greatest amount is payable.

Ground Ambulance Benefit

We will pay the Ground Ambulance Benefit shown on the Schedule of Benefits if a licensed professional ambulance company transports any **insured person** by ground to or from a **hospital** or between medical facilities where treatment is received as the result of an **accidental injury**.

The ground ambulance transportation must take place within 24 hours after **accidental injury**.

We will pay either, the Ground Ambulance Benefit or the Air Ambulance Benefit if both ground and air transportation takes place on the same date for the same **accidental injury**. When both transports take place on the same date, the benefit with the greatest amount is payable.

Air Ambulance Benefit

We will pay the Air Ambulance Benefit shown on the Schedule of Benefits if a licensed professional air ambulance company transports any **insured person** by air to or from a **hospital** or between medical facilities where treatment is received as the result of an **accidental injury**.

The air ambulance transportation must take place within 48 hours after the **accidental injury**.

We will pay either, the Air Ambulance Benefit or the Ground Ambulance Benefit if both ground and air transportation takes place on the same date for the same **accidental injury**. When both transports take place on the same date, the benefit with the greatest amount is payable.

Appliances Benefit

We will pay the Appliances Benefit shown on the Schedule of Benefits if a **physician** prescribes the use of an **appliance** as an aid in personal locomotion or mobility as a result of an **accidental injury**.

The use of an **appliance** must begin within 90 days after of the **accidental injury**.

Blood/Plasma/Platelets Benefit

We will pay the Blood/Plasma/Platelets Benefit shown on the Schedule of Benefits if an **insured person** receives the transfusion of blood, plasma and/or platelets due to an **accidental injury**.

The transfusion must take place within 90 days after the **accidental injury**.

Burn Benefit

We will pay the applicable Burn Benefit shown on the Schedule of Benefits if an **insured person** receives a **second degree burn** or **third degree burn** as a result of an **accidental injury**.

Treatment must be received by a **physician** within 72 hours after the **accidental injury**.

The Burn Benefit is payable for one of the burn classification amounts shown on the Schedule of Benefits per **accident**. If the **insured person** sustains more than one burn classification, the benefit payable is the greater amount.

Burn Skin Graft Benefit

We will pay the Burn Skin Graft Benefit shown on the Schedule of Benefits if an **insured person** receives a skin graft for a burn as a result of an **accidental injury**.

Treatment must be received by a **physician** within 72 hours after the **accidental injury**.

Chiropractic Treatment Benefit

We will pay the Chiropractic Treatment Benefit shown on the Schedule of Benefits if an **insured person** suffers a structural imbalance due to an **accidental injury** and receives **chiropractic care services** by a chiropractor in a chiropractor's office.

Treatment must begin within 90 days after the **accidental injury** and must be completed within 365 days after the **accidental injury**.

Coma Benefit

We will pay the Coma Benefit shown on the Schedule of Benefits if an **insured person** is in a **coma** as a result of an **accidental injury**. Benefits will not be paid for a medically induced **coma**.

If we pay the Coma Benefit then the **insured person** dies as a result of the same **accidental injury**, the Accidental Death Benefit payable or the Accidental Death Common Carrier Benefit payable, whichever applies, will be reduced by the amount paid under this Coma Benefit.

Concussion Benefit

We will pay the Concussion Benefit shown on the Schedule of Benefits if an **insured person** sustains a concussion as the result of an **accidental injury**.

A **physician** must **diagnose** the concussion within 72 hours after the **accidental injury**.

Dental Treatment Benefit

We will pay the applicable Dental Treatment Benefit shown on the Schedule of Benefits if an **insured person** sustains a broken tooth as the result of an **accidental injury** and the tooth is repaired by a dental crown and/or dental extraction.

The dental services must begin within 60 days after the **accidental injury**.

Regardless of the number of broken teeth, only one dental crown benefit and one dental extraction benefit will be paid per **accident**.

Dislocation Benefit

We will pay the applicable Dislocation Benefit shown in the Schedule of Benefits if an **insured person** sustains a **dislocation** as the result of an **accidental injury**.

A **physician** must **diagnose** the **dislocation** within 90 days after the **accidental injury** and correct it by **open reduction** or **closed reduction**.

We will pay the applicable Dislocation Benefit only for the first **dislocation** of a joint after the **insured person's** effective date of coverage. This benefit will not be paid for subsequent **dislocations** of the same joint after the effective date of coverage.

We will pay either the applicable Dislocation Benefit or the Surgery Benefit (with no repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

If the **insured person**:

- Sustains more than one joint **dislocation**, we will pay for each **dislocation**, but no more than two times the applicable Dislocation Benefit for the joint involved which has the greatest benefit amount.
- Receives reduction by a **physician** without anesthesia, we will pay 25% of the applicable Dislocation Benefit shown in the Schedule of Benefits for a Closed Reduction of the joint involved.
- Is **diagnosed** by a **physician** with an incomplete dislocation, we will pay 25% of the applicable Dislocation Benefit shown in the Schedule of Benefits for a Closed Reduction of the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.
- Sustains a **dislocation** and a **fracture** as a result of the same **accident**, both benefits are payable. However, we will pay no more than two times the amount for the joint or bone involved which has the greatest amount.

Eye Injury Benefit

We will pay the Eye Injury Benefit shown on the Schedule of Benefits if an **insured person** sustains an **accidental injury** to the eye.

The eye injury must require surgery or the removal of a foreign object by a **physician** within 90 days after the **accidental injury**. An examination with anesthesia will not be considered surgery.

Fracture Benefit

We will pay the applicable Fracture Benefit shown in the Schedule of Benefits if an **insured person** sustains a **fracture** as the result of an **accidental injury**.

A **physician** must **diagnose** the **fracture** within 90 days after the **accidental injury** and correct it by **open reduction** or **closed reduction**.

We will pay this benefit only for the first **fracture** of any bone after the **insured person's** effective date of coverage. If there are multiple **fractures** to the same bone, we will pay only one Fracture Benefit.

We will pay either the applicable Fracture Benefit or the Surgery Benefit (with no repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

If the **insured person**:

- Sustains a **fracture** of more than one bone, **we** will pay for each **fracture**, but no more than two times the applicable Fracture Benefit for the bone involved which has the highest benefit amount.
- Is **diagnosed** by a **physician** with a chip fracture, **we** will pay 25% of the applicable Fracture Benefit shown in the Schedule of Benefits for the Closed Reduction for the bone involved. A chip fracture is a **fracture** in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.
- Sustains a **fracture** and a **dislocation** as a result of the same **accident**, both benefits are payable. However, **we** will pay no more than two times the amount for the bone or joint involved which has the greatest amount.

Hospital Stay - Admission Benefit

Hospital Admission:

We will pay the Hospital Admission Benefit shown on the Schedule of Benefits if an **insured person** has a **stay** in a **hospital** due to an **accidental injury**.

The **stay** must begin within 180 days after an **accidental injury**.

Intensive Care Unit (ICU) Admission:

We will pay the ICU Admission Benefit shown in the Schedule of Benefits if an **insured person** is admitted directly to **ICU** due to an **accidental injury**.

The **stay** must begin within 30 days after an **accidental injury**.

We will only pay either the Hospital Admission Benefit or the ICU Admission Benefit once per **accidental injury**. If admitted directly:

- Into the **hospital**, then the Hospital Admission Benefit is payable.
- Into the **ICU**, then the ICU Admission Benefit is payable.

Hospital Stay - Daily Benefit

Hospital Daily:

- We will pay the Hospital Daily Benefit shown on the Schedule of Benefits if an **insured person** has a **stay** in a **hospital** due to **accidental injury**.
- The **stay** must begin within 180 days after an **accidental injury**.

Intensive Care Unit (ICU) Daily:

- We will pay the ICU Daily Benefit shown in the Schedule of Benefits if an **insured person** has a **stay** in an **ICU** due to an **accidental injury**.
- The **stay** must begin within 30 days after the **accidental injury**.

Rehabilitation Unit Daily:

We will pay the Rehabilitation Unit Daily Benefit shown in the Schedule of Benefits if an **insured person** is transferred to a **rehabilitation unit** immediately after a **stay** in a **hospital** due to an **accidental injury**.

We will pay either the Hospital Daily Benefit or the ICU Daily Benefit if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

We will pay either the Hospital Daily Benefit or the Rehabilitation Unit Daily Benefit if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

Initial Treatment Benefit – Emergency Room

We will pay the Initial Treatment Benefit – Emergency Room shown on the Schedule of Benefits if an **insured person** requires initial examination and treatment in an **emergency room** as the result of an **accidental injury**.

Such initial examination and treatment must be received within 72 hours after the **accidental injury**.

We will pay either the Initial Treatment Benefit - Emergency Room or the Initial Treatment Benefit - Physician's Office or Urgent Care Center for the same **accidental injury**, whichever occurs first.

If follow-up treatment is prescribed by a **physician**, the Accident Follow-up Benefit is payable if the follow-up visit for the same **accidental injury** occurs on a different date as the initial examination and treatment in an **emergency room**.

Initial Treatment Benefit - Physician's Office or Urgent Care Center

We will pay the Initial Treatment Benefit - Physician's Office or Urgent Care Center on the Schedule of Benefits if an **insured person** requires initial examination and treatment in a **physician's office** or **urgent care center** as the result of an **accidental injury**.

Such initial examination and treatment must be received within 72 hours after the **accidental injury**.

We will pay either the Initial Treatment Benefit - Physician's Office or Urgent Care Center or the Initial Treatment Benefit - Emergency Room for the same **accidental injury**, whichever occurs first.

If follow-up treatment is prescribed by a **physician**, the Accident Follow-up Benefit is payable if the follow-up visit for the same **accidental injury** occurs on a different date as the initial examination and treatment in a **physician's office** or **urgent care center**.

Laceration Benefit

We will pay the applicable Laceration Benefit shown on the Schedule of Benefits if an **insured person** receives a **laceration** as the result of an **accidental injury**.

The **laceration** must be repaired by a **physician** within 72 hours after the **accidental injury**.

If the **laceration** is severe enough to require stitches but the **physician** chooses to repair it in another way, we will pay the benefit amount that corresponds to "with stiches".

The Laceration Benefit is payable for one of the repair classification amounts shown on the Schedule of Benefits per **accident**. If the **insured person** sustains more than one repair classification, the benefit payable is the greater amount.

If the Laceration Benefit is paid then the **insured person** who received a **laceration** on a hand, foot or eye and later loses that hand, foot or eye as the result of the same **accidental injury**, the applicable Accidental Dismemberment Benefit payable will be reduced by the amount paid under this Laceration Benefit.

Lodging

We will pay the Lodging Benefit shown on the Schedule of Benefits for one motel/hotel room for a companion to accompany an **insured person** who has a **hospital stay** as the result of an **accidental injury**.

This benefit is payable only for motel/hotel stays during the period of time the **insured person** has a **hospital stay**. In order for this benefit to be payable, the **hospital** must be more than 50 miles from the residence of the **insured person**. We will measure the mileage for the most direct route from the **insured person's** residence to the motel/hotel.

Medical Imaging Benefit

We will pay the Medical Imaging Benefit shown on the Schedule of Benefits if an **insured person** receives a medical imaging test due to an **accidental injury**. Medical imaging tests include only the following:

- Positron Emission Tomography (PET)
- Computed Tomography Scan (CT)
- Computed Axial Tomography (CAT)
- Magnetic Resonance (MR) or Magnetic Resonance Imaging (MRI)
- Electroencephalogram (EEG)

The test must be ordered by a **physician** and performed in a medical facility on an inpatient or outpatient basis within 180 days after the **accidental injury**.

Observation Unit Benefit

We will pay the Observation Unit Benefit shown on the Schedule of Benefits if an **insured person** requires services in an **observation unit** as the result of an **accidental injury**. The Hospital Stay Admission Benefit will not be payable if the Observation Unit Benefit is payable.

Observation services must begin within 72 hours after the **accidental injury**.

We will pay the Observation Unit Benefit, or the Initial Treatment Benefit – Emergency Room, or the Initial Treatment Benefit – Physician's Office or Urgent Care Center for the initial treatment of an **accidental injury**, whichever occurs first.

Pain Management (Epidural Anesthesia) Benefit

We will pay the Pain Management Benefit shown on the Schedule of Benefits if an **insured person** receives **epidural anesthesia** as the result of an **accidental injury**.

The **epidural anesthesia** must be administered within 60 days after the **accidental injury**.

Paralysis Benefit (Quadriplegia/Paraplegia)

We will pay the applicable Paralysis Benefit shown on the Schedule of Benefits if an **insured person** sustains **paralysis** as a result of an **accidental injury**.

A **physician** must:

1. **Diagnose paralysis** within 60 days after the **accidental injury**; and
2. Confirm the **paralysis** continued for a period of 90 consecutive days.

If we pay the Paralysis Benefit then the **insured person** dies as a result of the same **accidental injury**, the Accidental Death Benefit payable or the Accidental Death Common Carrier Benefit payable, whichever applies, will be reduced by the amount paid under this Paralysis Benefit.

Prosthetic Device/Artificial Limb Benefit

We will pay the Prosthetic Device/Artificial Limb Benefit shown on the Schedule of Benefits if an **insured person** receives one or more prosthetic device(s)/artificial limb(s) when the **insured person** loses a hand, foot or one eye as the result of an **accidental injury**.

The prosthetic device(s)/artificial limb(s) must be received within one year of the **accidental injury**.

We will not pay a benefit for hearing aids, dental aids (including false teeth), eyeglasses, or cosmetic prostheses such as hair wigs, or for joint replacement such as artificial hip or knee.

Ruptured Disc Benefit

We will pay the Ruptured Disc Benefit shown on the Schedule of Benefits if an **insured person** sustains a ruptured disc in the spine as the result of an **accidental injury**.

A **physician** must:

- Treat the ruptured disc within 60 days after the **accidental injury**; and
- Repair it through surgery within one year after the **accidental injury**.

If exploratory or arthroscopic surgery is performed and no repair is done, **we** will pay the Surgery Benefit (with no repair) shown in the Schedule of Benefits once per **accidental injury**.

We will pay either the Ruptured Disc Benefit or the Surgery Benefit (with no repair) for the same **accidental injury** if treatment occurs on the same date. When treatment occurs on the same date, **we** will pay the benefit with the highest benefit amount.

Surgery Benefit (with repair)

Cranial, Open Abdominal & Thoracic:

- We will pay the Surgery Benefit for Cranial, Open Abdominal & Thoracic shown on the Schedule of Benefits if an **insured person** undergoes cranial, open abdominal or thoracic surgery, and repair is done, within 72 hours of the **accidental injury**.

Hernia:

- We will pay the Surgery Benefit for Hernia shown on the Schedule of Benefits if an **insured person** undergoes hernia surgery as the result of an **accidental injury**.

A physician must:

- **Diagnose** the hernia within 30 days after the **accidental injury**; and
- Perform surgery within 60 days after the **accidental injury**.

If an **insured person** has open abdominal and hernia surgery, or thoracic and hernia surgery, on the same date for the same **accidental injury**, only the Surgery Benefit for Cranial, Open Abdominal & Thoracic is payable.

We will pay either the Surgery Benefit (with repair) or the Surgery Benefit (with no repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

Surgery Benefit (with no repair)

We will pay the Surgery Benefit (with no repair) shown on the Schedule of Benefits if an **insured person** undergoes exploratory or arthroscopic surgery, and no repair is done, within 60 days of the **accidental injury**.

We will pay either the Surgery Benefit (with no repair) or the Surgery Benefit (with repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

We will pay either the Surgery Benefit (with no repair) or one of the following benefits if treatment occurs on the same date for the same **accidental injury**:

- Dislocation Benefit;

- Fracture Benefit;
- Ruptured Disc Benefit;
- Surgery Benefit (with repair);
- Tendon/Ligament/Rotator Cuff Benefit; or
- Torn Knee Cartilage Benefit.

When treatment occurs on the same date, the benefit with the greatest amount is payable.

Tendon/Ligament/Rotator Cuff Benefit

We will pay the applicable Tendon/Ligament/Rotator Cuff Benefit shown on the Schedule of Benefits if an **insured person** sustains a torn, ruptured or severed tendon, ligament or rotator cuff as the result of an **accidental injury**.

We will pay the Surgery for Single Repair Benefit or the Surgery for Multiple Repairs Benefit if a **physician**:

- Treats the tear, rupture or sever within 60 days after the **accidental injury**; and
- Repairs it through surgery within 180 days after the **accidental injury**.

If exploratory or arthroscopic surgery is performed and no repair is done, we will pay the Surgery Benefit (with no repair) shown in the Schedule of Benefits once per **accidental injury**.

We will pay either the Tendon/Ligament/Rotator Cuff Benefit or the Surgery Benefit (with no repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

Therapy Services Benefit – Speech Therapy, Occupational Therapy and Physical Therapy

We will pay the Therapy Services Benefit shown on the Schedule of Benefits if an **insured person** receives **speech therapy, occupational therapy or physical therapy** as the result of an **accidental injury**. The therapy must be:

- prescribed by a **physician**;
- rendered by an **speech therapist, occupational therapist or physical therapist**; and
- performed in an office or in a **hospital** on an inpatient or outpatient basis.

The therapy must begin within 90 days after the **accidental injury** and must be completed within one year after the **accidental injury**.

We will pay either the Therapy Services Benefit or the Accident Follow-up Benefit if those visits occur on the same day for the same **accidental injury**. When the visits occur on the same date, the benefit with the greatest amount is payable.

Torn Knee Cartilage Benefit

We will pay the Torn Knee Cartilage Benefit shown on the Schedule of Benefits if an **insured person** sustains a torn knee cartilage (meniscus) as the result of an **accidental injury**.

A **physician** must:

- Treat the torn knee cartilage within 60 days after the **accidental injury**; and
- Repair it through surgery within 180 days after the **accidental injury**.

If exploratory or arthroscopic surgery is performed and no repair is done, or if the cartilage is shaved (debridement), we will pay the Surgery Benefit (with no repair) shown in the Schedule of Benefits once per **accidental injury**.

We will pay either the Torn Knee Cartilage Benefit or the Surgery Benefit (with no repair) if treatment occurs on the same date for the same **accidental injury**. When treatment occurs on the same date, the benefit with the greatest amount is payable.

Transportation Benefit

We will pay the Transportation Benefit shown in the Schedule of Benefits for an **insured person** who must travel from his or her residence more than 50 miles one way on **physician's** advice for treatment as the result of an **accidental injury**.

The Transportation Benefit will be paid for:

- A **hospital stay**;
- Outpatient surgery; or
- A **physician's** office visit.

We will pay this benefit when the injured **insured person** travels to and from the **insured person's** destination via:

- Commercial travel (plane, train or bus); or
- Non-commercial travel (use of a personal car).

We will measure the mileage for the most direct route from the **insured person's** residence to the facility where treatment is received.

This benefit is not payable if the **insured person** is transported by taxi, ground ambulance or air ambulance.

X-ray Benefit

We will pay the X-Ray Benefit shown on the Schedule of Benefits if an **insured person** receives an X-ray due to an **accidental injury**.

The X-ray(s) must be prescribed by a **physician** and performed by a licensed facility within 30 days after the **accidental injury**.

Exclusions

Benefits under the Policy will not be payable for any loss or **accidental injury** caused in whole or in part by or resulting in whole or part from the following:

- Suicide or attempt at suicide, intentionally self-inflicted injury, or any attempt at self-inflicted injury, except when resulting from a **diagnosed** disorder in the most current version of the Diagnostic and Statistical Manual (DSM);
- Any act of war, whether declared or not, or voluntary participation in a riot, rebellion or civil insurrection;
- Operating, learning to operate or serving as a crewmember of an aircraft, whether motorized or not;
- Engaging in hang gliding, bungee jumping, parachuting, sail gliding, parasailing, mountaineering using ropes and/or other equipment, or motor-driven vehicle racing;
- Participating in any semi-professional or professional competitive athletic contest, including officiating or coaching, for which the **insured person** receives any compensation or remuneration;
- Services ordered or performed by a **physician**, or supplies purchased from a provider, who is an **insured person**, the **insured person's immediate family member**, or someone who resides with or is employed by or who employs an **insured person**;
- Any form of intentional asphyxiation;
- Elective or cosmetic surgery;
- Bacterial infection that was not caused by a cut or wound from an **accidental injury**;
- **Occupational injuries.**

Also, **we** shall not be liable for any loss:

- Sustained or contracted as a consequence of the **insured person's** intoxication or being under the influence of any narcotic unless administered or consumed on the advice of a **physician**;
- To which a contributing cause was the **insured person's** commission of or attempt to commit a felony or to which a contributing cause was the **insured person's** engagement in an illegal occupation.

We will not pay any benefits for a service or supply rendered or received that are not specifically covered or not related to an **accidental injury**.

General Provisions

Independent, Non-Coordinated Benefits. Each benefit under the Policy is independent of and is not coordinated with the benefits, exclusions or any other provision of any other health insurance coverage or health plan. Each benefit under the Policy is payable with respect to any event without regard to whether benefits are provided with respect to the same event under any other health insurance coverage or health plan. Benefits payable under the Policy will not be reduced on account of any other health insurance coverage or health plan.

Notice of Claim. The **insured person** must give **us** written notice of claim. It must be given within 20 days after a covered loss occurs or starts, or as soon as reasonably possible. The notice must be given by the **insured person** or the **insured person's** representative. Such notice should include the **insured person's** name and Policy number. Written notice should be mailed to **us** at the **company** address appearing on the face page of this Certificate or to any authorized agent.

Claim Forms. When **we** receive notice of claim, **we** will provide the **insured person** forms for filing proof of loss. If **we** do not provide them within 15 days, the **insured person** shall be deemed to have complied with the requirements of this Certificate as to proof of loss upon submitting within the time fixed in this Certificate for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Proof of Loss. Written proof must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, **we** will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible.

Time of Payment of Claims. **We** will pay benefits promptly, and not to exceed 60 days, upon receipt of due written proof of loss for benefits provided under the Policy.

Payment of Claims. Benefits will be paid to the **insured person**. The Accidental Death Benefit and Accidental Death Common Carrier Benefit are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the **insured person's** estate. Any other benefits unpaid at death may be paid, at **our** option, either to the **insured person's** beneficiary or estate. If benefits are payable to the **insured person's** estate or a beneficiary who cannot execute a valid release, **we** can pay benefits up to \$1,000 to someone related to the **insured person** or the **insured person's** beneficiary by blood or marriage whom **we** consider to be entitled to the benefits. **We** will be discharged to the extent of any such payment made in good faith.

Complaints. If the **insured person** is dissatisfied with the service received from this plan, the **insured person** must call or write Member Services within 30 calendar days of the incident. The complaint must include a detailed description of the matter and include copies of any records or documents that are relevant to the matter. **We** will review the information and provide a written response to the **insured person** within 30 calendar days of the receipt of the **complaint**, unless more information is needed and it cannot be obtained within this period. The notice of the decision will explain what the **insured person** needs to do to seek an additional review.

Assignments of Your Coverage. Coverage may not be assigned. An assignment is the transfer of **your** rights under this Certificate to a person **you** name.

Overpayments. **We** have the right to recover any overpayments due to fraud and any error **we** make in processing a claim. **You** must reimburse **us** in full. **We** will determine the method by which the repayment is to be made.

Change of Beneficiary. Unless the **insured person** makes an irrevocable designation of beneficiary, the right to change a beneficiary is reserved to the **insured person** and the consent of the beneficiary or beneficiaries will not be requisite to assignment of the Policy or to change of beneficiary or beneficiaries or to any changes in the Policy. A change of beneficiary will not have a bearing on any payment **we** made before **we** receive the change.

Physical Examination and Autopsy. **We**, at **our** expense, may have the **insured person** examined when and as often as **we** may reasonably require while a claim is pending and to have an autopsy performed after an **insured person's** death as allowed by law.

Legal Actions. No legal action may be brought to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be given.

Workers' Compensation. The Policy is not a Workers' Compensation policy. It does not satisfy any requirement for coverage by Workers' Compensation insurance.

Conformity With State Statutes. Any provision of this Certificate which, on or after the Group Policy Effective Date, is in conflict with the statutes of the state in which **you** reside on such date, is hereby amended to conform to the minimum requirements of such state.

Appeal Procedure

If we give notice of an **adverse benefit determination**, the **insured person** may submit an **appeal**. This plan provides for one level of **appeal**.

The **insured person** has 90 calendar days after the receipt of notice of an **adverse benefit determination** to request an **appeal** orally or in writing. The **appeal** must include:

- The **insured person's** name.
- The **policyholder's** name.
- A copy of **our** notice of an **adverse benefit determination**.
- The reasons for making the **appeal**.
- Any other information the **insured person** would like to have considered.

The **insured person** may choose to have another person (an authorized representative) make the **appeal** on their behalf. The **insured person** must provide written consent to **us**.

A review of an **appeal** of an **adverse benefit determination** shall be provided by **our** personnel. They shall not have been involved in making the **adverse benefit determination**.

We shall issue a decision within 60 calendar days of receipt of the request for an **appeal**.

Exhaustion of Process. The **insured person** must exhaust the applicable Appeal Procedure before:

- Contacting the New Jersey Department of Banking and Insurance to request an investigation of a **complaint** or **appeal**; or
- Filing a complaint or **appeal** with the New Jersey Department of Banking and Insurance; or
- Establishing any:
 - litigation;
 - arbitration; or
 - administrative proceeding;

regarding an alleged breach of the policy terms by **us** or any matter within the scope of the Appeals Procedure.

Termination of Coverage

Termination of Coverage. Your coverage under this Certificate will end, subject to the Portability Provision, on the earliest of the following dates:

- The date **you** cease to be a member of an eligible class;
- The date the eligible class to which the **you** are a member is no longer an eligible class for coverage under the Policy;
- The date **we** receive the **your** written request for termination of coverage;
- The payment due date, if any required contribution has not been paid by the end of the grace period;
- The date of **your** death;
- The date the Policy is cancelled or terminated.

Termination of coverage under the Policy will not affect a claim that existed on the date of termination.

Termination of Insured Dependents. An **insured dependent's** coverage under this Certificate will end, subject to the Portability Provision, on the earliest of the following dates:

- The date **your** coverage terminates;
- The date the Policy terminates coverage for all dependents;
- The date an **insured dependent** becomes covered as an employee;
- The date an **insured dependent** is no longer eligible as a dependents;
- For domestic partners, the date the Policy no longer allows coverage for domestic partners.

Portability Provision

If **your** employment ceases and as a result **your** coverage under the Policy terminates, **we** will provide portability coverage. Such coverage will be available to **you** and any of **your insured dependents**.

You must complete the Portability Coverage Election Form and return it to **us** along with payment the first premium for the portability coverage not later than 30 calendar days after **your** coverage under the Policy terminates.

Portability coverage will be effective on the day after benefits under the Policy terminates.

The benefits, terms and conditions of portability coverage will be the same as those provided under the Policy on the date **your** coverage terminated. Any changes made to the Policy after **you** are covered under the Portability Provision will not apply to **you** unless required by law.

The initial premium rates will be based on the premium rates in effect at the time **you** apply for portability coverage. **You** must also pay any portion of the premium previously paid by **your employer** for the coverage.

A grace period of 10 days after the premium due date will be allowed for the payment of each premium. **We** will not pay benefits under this Certificate in the absence of payment of current premium, subject to this grace period.

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

- The date the Policy terminates;
- The date of the **insured person's** death;
- The end of the portability grace period following the date the **insured person** fails to pay the required premium;
- The end of the month on or following the date **you** are again covered under the Policy;
- The date coverage under this Portability Provision is cancelled or terminated by **us** for any reason upon 31 days advanced notice;
- The date **your** class of coverage is terminated;
- With respect to any **insured dependents**:

- The date **your** coverage terminates;
- The date **you** and **your insured spouse/civil union partner/domestic partner** divorce, end **your civil union** or domestic partnership;
- The date **your insured dependent** ceases to be an eligible dependent under the Policy.

An **insured child** whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, or he or she is otherwise eligible.

Once portability coverage is cancelled or terminated, it cannot be reinstated.

Definitions

In this section, **insured persons** will find the definitions for the words and phrases that appear in **bold type** throughout the text of the Certificate/Policy and any attached Riders.

Accident means an unforeseen event, which occurs on or after the effective date of coverage for the **insured person** and while this Certificate is in force, that is the direct cause of an **accidental injury** to an **insured person**.

Accidental injury means bodily injury to an **insured person** that is directly caused by an **accident** and is the direct cause of an injury or loss sustained on or after the **insured person's** effective date of coverage and while this Certificate is in force, which is independent of **sickness**, disease or bodily infirmity and not excluded under the Policy.

Adverse benefit determination (decision) means a denial, reduction, termination of, or failure to provide or make payment (in whole or in part) for a benefit. Such **adverse benefit determination** may be based on the **insured person's** eligibility for coverage or coverage determinations, including plan exclusions.

Appeal means an oral or written request to **us** to reconsider an **adverse benefit determination**.

Appliance means a walking boot that extends above the ankle, brace for the neck, arm, back or leg, cane, crutches, walker and wheelchair.

Care means medical treatment or attention received in an **emergency room, hospital, rehabilitation unit, urgent care center** or by a **physician** or other licensed health care provider.

Chiropractic care services means spinal manipulation services conducted by a licensed chiropractor to correct a structural imbalance caused by an **accidental injury**. Benefits are not payable for massage therapy or for treatment of chronic conditions or other injuries not related to structural imbalance.

Civil union means a legal relationship between two people of the same or opposite sex that gives them some of the same rights and responsibilities that married people have. A **civil union** relationship entered into outside of this state, which is valid under the laws of the jurisdiction under which the **civil union** relationship was created, shall be valid in this state.

Closed reduction means manipulative, non-surgical, repair of a **fracture** or **dislocation**.

Coma means a continuous state of profound unconsciousness lasting for a period of 14 or more consecutive days characterized by the absence of eye opening, verbal response and motor response, and the individual requires intubation for respiratory assistance.

Common carrier means a commercial airlines, train, bus, boat, ferry or ship, subway or streetcar, operated on a regularly scheduled basis between pre-determined ports or cities. Taxis and privately chartered vehicles are not common carriers.

Complaint means any oral or written expression of dissatisfaction about quality of care or the operation of this plan.

Custodial care means services and supplies that are primarily intended to help an **insured person** meet their personal needs. **Care** can be custodial even if it is prescribed by a **physician**, delivered by trained medical personnel, or even if it involves artificial methods (or equipment) such as feeding tubes, monitors, or catheters. **Custodial care** includes; but is not limited to; the following services:

- Changing dressings and bandages; periodic turning and positioning in bed; administering oral medication; watching or protecting an **insured person**.
- Care of a stable tracheostomy (this includes intermittent suctioning).
- Care of a stable colostomy/ileostomy.

- Care of stable gastrostomy/jejunostomy/nasogastric tube (intermittent or constant) feeding.
- Care of a stable indwelling bladder catheter (this includes emptying/changing containers and clamping tubing).
- Respite care; adult (or child) day care; or convalescent care.
- Helping an **insured person** perform an activity of daily living, such as: walking; grooming; bathing; dressing; getting in and out of bed; toileting; eating or preparing food.
- Any services that an insured person without medical or paramedical training can perform or be trained to perform.

Diagnosis/diagnosed means a **physician**, specializing in a particular field of medicine, where applicable, has definitively identified an **accidental injury** in an **insured person**. Such **diagnosis** must:

- Be based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by the **insured person's** medical records; and
- Meet all diagnostic requirements stated in the Policy for the particular **accidental injury** being **diagnosed**.

Dislocation means a completely separated joint.

Emergency room means a specified area within a **hospital** that is designated for the emergency **care** of **accidental injuries**. This area must:

- Be staffed and equipped to handle trauma;
- Be supervised and provide **care** by a **physician**;
- Provide **care** 7 days per week, 24 hours per day.

Employee means a person listed as an employee on the books of the **employer** and who is enrolled under the Policy/Certificate.

Employer means the **policyholder**.

Epidural anesthesia means a form of regional anesthesia involving injection of drugs through a catheter placed into the epidural space. The epidural must be administered due to an **accidental injury** and does not include epidural steroid injections or treatment for childbirth.

Fracture means a break, rupture or crack in a bone that can be **diagnosed** by X-ray.

Hospital means an institution that:

- Is operated pursuant to law and is licensed as a **hospital** by the responsible state agency;
- Is primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the **hospital** on a prearranged basis and under the supervision of a staff of duly licensed **physicians**, medical, diagnostic and major surgical facilities for the **care** of sick or injured persons on an inpatient basis for which a charge is made; and
- Provides 24-hour nursing services by or under the supervision of registered graduate professional nurses (RNs).

Hospital does NOT mean or include:

- Convalescent, assisted living, extended care, hospice, rest or nursing facilities;
- Facilities primarily affording custodial, educational or rehabilitative **care** or facilities primarily for the aged or for substance abusers; or
- A private monitored room.

Immediate family member means a person who is related to the **insured person** in any of the following ways: spouse or **civil union** partner, child (including a legally adopted child, foster child, grandchildren, **civil union** partner's children, stepchild, son-in-law and daughter-in-law), parents (including stepparent, mother-in-law and father-in-law), and brother or sister (including stepbrother, stepsister, brother-in-law or sister-in-law).

Intensive care unit (ICU) means a place which:

- Is a specifically designated area of the **hospital** that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and **care**;
- Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient not requiring intensive care;
- Is permanently equipped with special lifesaving equipment for the **care** of the critically ill or injured;
- Is under close observation by a specially trained nursing staff assigned exclusively to the **ICU** on a 24 hour basis; and
- Has a **physician** assigned to the **ICU** on a full-time basis.

An **intensive care unit** that meets the definition above may include **hospital** units with the following names:

- Intensive Care Unit;
- Coronary Care Unit;
- Neonatal Intensive Care Unit;
- Pulmonary Care Unit;
- Burn Unit; or
- Transplant Unit.

Insured child(ren) means **your** dependent child(ren) who are enrolled for coverage under the Policy/Certificate.

Insured dependents means **your insured spouse/civil union partner/domestic partner** and **insured child(ren)**.

Insured person means **you** and any **insured dependents**.

Insured spouse/civil union partner/domestic partner means **your** spouse, **civil union** partner or domestic partner who is enrolled for coverage under the Policy/Certificate.

Laceration means a cut or tear in skin or flesh.

Observation unit means a specified area or room within a **hospital**, apart from the **emergency room**, where a patient can be monitored by a **physician** and which:

- Is under the direct supervision of a **physician** or registered nurse (R.N.);
- Is staffed by nurses assigned specifically to that unit; and
- Provides **care** seven days per week, 24 hours per day.

Occupational therapist means a person, other than an **insured person** or an **immediate family member** who:

- Possesses the designation “Occupational Therapist Registered (OTR)”;
- Is licensed by the State to practice **occupational therapy**;
- Performs services which are allowed by his or her license; and
- Performs services for which benefits are provided under the Policy.

Occupational therapy means the treatment of a physically disabled person by means of constructive activities designed and adapted to promote the restoration of the person’s ability to satisfactorily accomplish the ordinary tasks of daily living and those tasks required by the person’s particular occupational role. **Occupational therapy** does not include diversional, recreational, vocational therapies (e.g. hobbies, arts and crafts).

Open reduction means the surgical repair of a **fracture** or **dislocation**.

Paralysis means injury resulting in paraplegia or quadriplegia (complete, total and permanent loss of use of two or more limbs) confirmed by the **insured person’s** attending **physician**.

Physical therapist means a person, other than an **insured person** or an **immediate family member** who:

- Is licensed by the State to practice **physical therapy**;
- Performs services which are allowed by his or her license;
- Performs services for which benefits are provided under the Policy; and
- Practices according to the Code of Ethics of the American Physical Therapy Association.

Physical therapy means treatment by physical means, hydrotherapy, heat or similar modalities, physical agents, bio-mechanical and neuro-physiological principles and devices. Such therapy is given to relieve pain, restore function and to prevent disability following injury to or loss of a body part.

Physician means a licensed medical provider, other than the **insured person**, an **immediate family member** or anyone living at the **insured person's** residence, who acts within the scope of his or her license and provides **care** necessary for an **accidental injury**.

Plan year means the period during which benefit maximums accumulate. Each new **plan year**, these maximums reset.

Policyholder means the **employer** who holds the Master Policy.

Rehabilitation unit means an appropriately licensed facility that provides rehabilitation **care** on an inpatient basis. Rehabilitation **care** consists of the combined use of medical, social, educational and vocational services to enable patients disabled by an **accidental injury** to achieve the highest possible functional ability. Services must be provided by or under the supervision of an organized staff of **physician**. The **rehabilitation unit** may be part of a **hospital** or a freestanding facility. A **rehabilitation unit** is not:

- A nursing home;
- An extended care facility;
- A skilled nursing facility;
- A rest home or home for the aged;
- A hospice care facility;
- A place for alcoholics or drug addicts; or
- An assisted living facility.

Second degree burns, also called partial-thickness burns, means the epidermis (outer layer of skin) has been burned through and part of the dermal (second layer of skin) has been burned by heat, electricity, radiation, friction or chemicals. **Second degree burns** do not include burns that result from the skin's exposure to the sun.

Sickness means a disease, bodily infirmity, illness, infection or any other physical condition that affects the **insured person** and is wholly independent of an **accident**.

Specialist or **subspecialist** means a **physician** whose practice is limited to a particular specialty (or sub-specialty) of medicine or surgery. The **physician** would not routinely provide primary **care** or general **care** for patients.

Speech therapist or **speech pathologist** means a person other than the **insured person** or an **immediate family member** who:

- Is licensed by the State to practice **speech therapy**;
- Performs services which are allowed by his or her license;
- Performs services for which benefits are provided under the Policy; and
- Practices according to the Code of Ethics of the American Speech-Language-Hearing Association.

Speech therapy means treatment and assistance for disorders related to speech, language, cognitive-communication, voice, swallowing and fluency.

Stay means a period during which an **insured person** is confined as an inpatient in a **hospital, intensive care unit** or **rehabilitation unit**. **Stay** does not include any period of such a confinement due to **custodial care** or personal needs that do not require medical skills or training. A **stay** excludes time in an **observation unit** or in the **emergency room** unless this leads to a **stay**. Two or more separate **stays** count as one **stay** if they are due to the same **accident**; and they are separated by less than 90 days. Otherwise they count as separate **stays**.

Third degree burns, also called full-thickness burns, means an area of tissue damage in which there is destruction of the entire epidermis (outer layer of skin) and the dermal (second layer of skin) that is caused by heat, electricity, radiation or chemicals.

Urgent care center means a facility operated pursuant to law and licensed by the responsible State agency. Such center is dedicated to the delivery of unscheduled, walk-in care outside of an **emergency room**. The center must be under the supervision of a **physician**.

You, your or **yourself** means the **employee**.

We, company, us or **our** means Aetna Life Insurance Company.

Confidentiality Notice

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law. In our health plans, participating network providers are also required to give you access to your medical records within a reasonable amount of time after you make a request.

Some of the ways in which personal information is used include claim payment; utilization review and management; medical necessity reviews; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Privacy Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call the toll-free Member Services number or visit our Internet site at www.aetna.com.

Continuation of Coverage During an Approved Leave of Absence Granted to Comply With Federal Law

This continuation of coverage section applies only for the period of any approved family or medical leave (approved FMLA leave) required by Family and Medical Leave Act of 1993 (FMLA). If your Employer grants you an approved leave for a period in excess of the period required by FMLA, any continuation of coverage during that excess period will be subject to prior written agreement between **Aetna** and your Employer.

If your Employer grants you an approved FMLA leave in accordance with FMLA, you may, during the continuance of such approved FMLA leave, continue Indemnity Benefits for you and your eligible dependents. Your Employer may also allow you to continue other coverage for which you are covered under the group contract on the day before the approved FMLA leave starts.

At the time you request FMLA leave, you must agree to make any contributions required by your Employer to continue coverage. Your Employer must continue to make premium payments.

If any coverage your Employer allows you to continue has reduction rules applicable by reason of age or retirement, the coverage will be subject to such rules while you are on FMLA leave.

Coverage will not be continued beyond the first to occur of:

- The date you are required to make any contribution and you fail to do so.
- The date your Employer determines your approved FMLA leave is terminated.
- The date the coverage involved discontinues as to your eligible class. However, coverage facility indemnity expenses will be available to you under another plan sponsored by your Employer.

Any coverage being continued for a dependent will not be continued beyond the date it would otherwise terminate.

If Medical Indemnity Benefits terminate because your approved FMLA leave is deemed terminated by your Employer, you may, on the date of such termination, be eligible for Continuation under Federal Law on the same terms as though your employment terminated, other than for gross misconduct, on such date. If the group contract provides any other continuation of coverage (for example, upon termination of employment, death, divorce or ceasing to be a defined dependent), you (or your eligible dependents) may be eligible for such continuation on the date your Employer determines your approved FMLA leave is terminated or the date of the event for which the continuation is available.

If you acquire a new dependent while your coverage is continued during an approved FMLA leave, the dependent will be eligible for the continued coverage on the same terms as would be applicable if you were actively at work, not on an approved FMLA leave.

If you return to work for your Employer following the date your Employer determines the approved FMLA leave is terminated, your coverage under the group contract will be in force as though you had continued in active employment rather than going on an approved FMLA leave provided you make request for such coverage within 31 days of the date your Employer determines the approved FMLA leave to be terminated. If you do not make such request within 31 days, coverage will again be effective under the group contract only if and when Aetna gives its written consent.

Additional Information Provided by Toys "R" Us, Inc.

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your *Booklet-Certificate*. Your Plan Administrator has determined that this information together with the information contained in your *Booklet-Certificate* is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

Name of Plan:

Toys "R" Us Employee Benefit Plan

Employer Identification Number:

22-3260693

Plan Number:

501

Type of Plan:

Off Job Accident Plan

Type of Administration:

Group Insurance Policy with:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156

Plan Administrator:

SVP, Tax CFO
Toys "R" Us, Inc.
One Geoffrey Way
Wayne, NY 07470
Telephone Number: 973-617-4544

Agent For Service of Legal Process:

Toys "R" Us, Inc.
One Geoffrey Way
Wayne, NY 07470

Service of legal process may also be made upon the Plan Administrator

End of Plan Year:

June 30, 2017

Source of Contributions:

Employee

Procedure for Amending the Plan:

The Employer may amend the Plan from time to time by a written instrument signed by the SVP, Tax CFO.

ERISA Rights

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a federal court.

If it should happen that plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or

- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.