

# Anthem<sup>®</sup> Life

## Voluntary Accidental Death and Dismemberment Insurance

### A guide to your benefits

You've made a good decision in choosing Anthem<sup>®</sup> Life

**Plan Sponsor:** Mecklenburg County Schools  
**Policy:** 40777000V  
**Class:** 01  
**Class Desc:** All Eligible Employees

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# Benefits Guide

## Section Contents

### Section I. - Your Certificate of Coverage

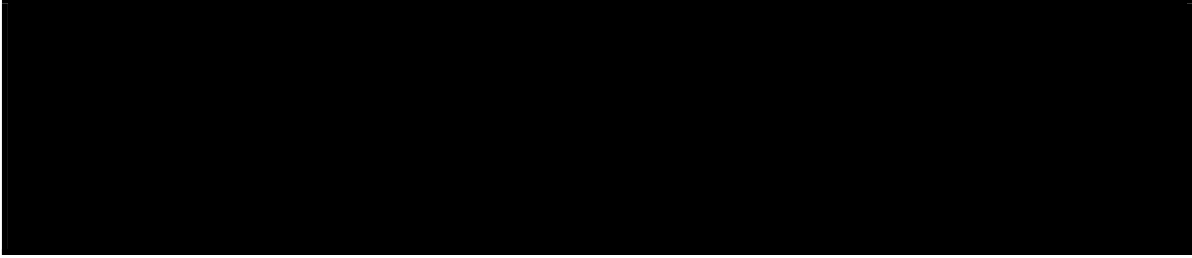
### Section II. - Value Added Services

**Note:** The following additional services are not a part of Your Certificate of Coverage and do not modify your insured benefits.

1. [REDACTED]

2. [REDACTED]

**Section I.**



**Anthem Life Insurance Company**

Post Office Box 182361  
Columbus, Ohio 43218-2361  
1 (800) 551-7265

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**BENEFICIARY DESIGNATION MAY NOT APPLY IN THE EVENT OF ANNULMENT OR DIVORCE:** Under Virginia law (Virginia Code 20 111.1), a revocable beneficiary becomes void upon the entry of a decree of annulment or divorce, and the death benefit prevented from passing to a former spouse will be paid as if the former spouse had predeceased the decedent. In the event of annulment or divorce proceedings, and if it is the intent of the parties that the beneficiary designation of the former spouse is to continue, you are advised to make certain that one of the following courses of action is taken prior to the entry of a decree of annulment or divorce: (i) change the beneficiary designation to make it irrevocable; (ii) change the ownership of the policy or contract; (iii) execute a separate agreement stating the intention of both parties that the beneficiary designation is to remain in effect beyond the date of entry of the decree of annulment or divorce; or (iv) make certain that the decree of annulment or divorce contains a provision stating that the beneficiary designation is not to be revoked pursuant to 20-111.1

## Introduction

Anthem Life Insurance Company certifies that it has issued a Group Policy insuring certain eligible employees of the Plan Sponsor.

This Certificate describes the benefits provided as of the effective date. For purposes of effective dates and ending dates under the Policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Plan Sponsor's address.

Certain terms of the Group Policy which affect Your insurance are contained in the following pages. Anthem Life has written this Certificate in plain English. However, a few terms and provisions are written as required by insurance law. Anthem Life urges You to read Your Certificate carefully and keep it in a safe place.


If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Plan Sponsor), the Policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the Policy.

The Group Policy was issued in the Commonwealth of Virginia. Its laws and rules will govern in resolving any questions about the Group Policy, except to the extent that the Policy may be governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

While You remain insured, this booklet is Your Certificate of insurance. It replaces any prior booklet or Certificate given to You for the types of insurance described here. It is void and of no effect if You are not entitled to or have ceased to be entitled to the insurance coverage. Many of the provisions of this Certificate are interrelated, and You should read the entire Certificate to get a full understanding of Your coverage. This Certificate also contains exclusions, so please be sure to read this Certificate carefully.

**Anthem Life Insurance Company**

Administrative Office  
PO Box 182361  
Columbus, OH 43215-2361



Kenneth R. Goulet  
President

**Fraud:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

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## **Schedule of Benefits**

### **About This Schedule**

This Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Anthem Life Insurance Company at its Administrative Office.

### **Your amount of insurance is determined by this schedule**

All benefits terminate at retirement.

### **Voluntary Accidental Death & Dismemberment Insurance Benefits**

Voluntary Accidental Death and Dismemberment Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin.

### **Amount of Your Voluntary Accidental Death and Dismemberment Insurance**

**Principal Sum:** An amount elected by You in increments of \$10,000 to a maximum of \$500,000.

Your amount of Voluntary Accidental Death and Dismemberment Insurance will be subject to any reductions listed in the Age Reductions provision of the Policy.

Voluntary Accidental Death and Dismemberment coverage is 24 hour.

### **Additional Benefits:**

- Additional Benefit for Child Education
- Additional Benefit for Coma
- Additional Benefit for Common Carrier Accident
- Additional Benefit for Repatriation
- Additional Benefit for Seat Belt and Air Bag

## **Voluntary Accidental Death & Dismemberment-Dependents**

### **Amount of Your Dependents' Voluntary Accidental Death and Dismemberment Insurance**

#### **Principal Sum:**

**For Your Spouse:** 50% of Your Principal Sum

**For Your Child:** 10% of Your Principal Sum

A Child is not covered until the child reaches age 15 days.

A Child's coverage will end on the first day of the calendar month following the Child's 19th birthday. Coverage may be extended to the end of the calendar month in which the Child attains age 25 if the Child qualifies as a federal tax exemption. This age may also be extended to the end of the calendar month in which the Child attains age 25 if the Child is a full-time student enrolled in a state-accredited college, university, trade or secondary school.

Proof that the Child meets the required conditions must be given to Us within 31 days of its request. Proof shall not be required more than once a year after such Dependent attains the age of 25. Any required premium payment must be paid in accordance with the terms of the Policy.

Coverage for a Spouse will end upon the Employee's retirement.

Specific information regarding the Policy and its terms may be obtained from the Plan Sponsor. The provisions terms and conditions listed in any Policy document including but not limited to this Certificate may be modified, amended or changed at any time. Consent from any Insured or beneficiary is not required for such modification amendment or change.

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## Definitions

**Below, the definitions of the Policy are discussed. Where these terms are used in this Certificate, unless specified otherwise, have the meaning explained here.**

**Accident or Accidental** means accidental bodily Injury which is sustained independently of disease, Illness, or bodily infirmity.

**Actively at Work** means that You are performing the normal duties of Your regular occupation and working Your normal hours. You must be working at least the minimum number of hours required per week to meet the definition of eligible employee for the Plan Sponsor on a permanent full-time basis and must be paid regular earnings.

Your work site must be:

- at the Plan Sponsor's usual place of business; *or*
- at a location to which the Plan Sponsor's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to sickness, injury, leave of absence, strike or layoff. Paid days off will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during the paid days off, provided that You were Actively at Work on the last working day prior to the paid days off.

**Additional Benefit or Additional Provision** means an addendum to the Policy which increases or limits coverage for a specified set of conditions. The provisions, limitations, and exclusions in the entire Policy will apply unless specifically stated otherwise in the Additional Benefit or Additional Provision.

**Certificate** means this document which provides a description of the coverage available under the Policy.

**Child(ren)** means Your natural Child, legally adopted Child, or stepchild provided such Child relies on You for support and maintenance and who is:

- At least 15 days old, but under age 19; *or*
- Under age 25 who is a full-time student enrolled in a state-accredited college, university, trade or secondary school; *or*
- A federal tax exemption and incapable of self-support by reason of mental or physical handicap

**Claimant** means a person who has filed a claim for benefits under the Policy, as an Insured or as the beneficiary of an Insured.

**Class** means a grouping of Insureds based on criteria agreed on between the Plan Sponsor and Us.

**Contributory** means that You pay all or a portion of the premium for the coverage.

**Dependent** or **Insured Dependent** means Your Eligible Dependent who is insured under the Policy.

**Eligible Dependent** means:

- Your legal Spouse as defined under the Policy.
- Your Child or Children as defined under the Policy.

The term Eligible Dependent does not include any person who:

- is in the military of any country or subdivision of any country; *or*
- lives outside of the United States or Canada; *or*
- is insured under the Policy as an employee.

If You and Your Spouse are both insured under the Policy as Eligible Employees, Your Eligible Dependent Children may be insured by either, but not both, of you.

**Eligible Employee** means a person who meets all of the following:

- is a regular full-time employee of the Plan Sponsor, working for pay on a scheduled normal week of at least the minimum number of hours required per week by our agreement with the employer, *and*
- is performing work at the Plan Sponsor's usual place of business, except for duties of a kind that must be done elsewhere, *and*
- is in a covered Class named under the Policy; *and*
- is a legal citizen or legal resident of the United States or Canada. In the case of a legal resident, the person will become ineligible for insurance if he or she leaves the United States or Canada for one hundred eighty (180) or more consecutive days.

Temporary, seasonal, or contract employees are not included as Eligible Employees under the Policy.

**Eligibility Waiting Period** means the continuous length of time You must serve in an eligible Class to reach Your eligibility date and begin Your coverage and Your Eligible Dependent coverage.

**Illness** means:

- a sickness that impairs an Insured's normal functioning of mind or body; *and*
- the pregnancy, childbirth and related medical conditions of an Insured.

**Independent Medical Exam** means an examination by a Physician of the appropriate specialty for Your or Your Insured Dependent's condition at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or benefits, including eligibility under the Additional Benefits, if any,

associated with the Policy.

**Injury** means bodily harm which is the direct result of an Accident and not related to any other cause.

**Insured** means an individual covered under the Policy.

**Leave of Absence** means an arrangement where You and the Plan Sponsor agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to *When Insurance Ends* to determine how long Your coverage can be continued during a Leave of Absence.

**Physician** means:

- a person licensed to practice medicine in the jurisdiction where such services are performed; *or*
- any other person whose services must be treated as a Physician's for the purposes of the Policy according to applicable law. Each such person must be licensed in the jurisdiction where he or she performs the service and must act within the scope of that license. He or she must also be certified and/or registered if required by such jurisdiction.

Physician does not include:

- You.
- Your Spouse.
- Anyone employed by the Plan Sponsor, or any business partner of You or the Plan Sponsor.
- Any member of Your immediate family, including Your and/or Your Spouse's:
  - Parents;
  - Children (natural, step, or adopted);
  - Siblings;
  - Grandparents;
  - Grandchildren;
  - In-Laws.

**Plan Sponsor** means the employer or other organization that has entered into an agreement with Us as outlined in the Policy.

**Policy** or **Group Policy** means the policy issued by Us and the Plan Sponsor and described in this Certificate.

**Prior Plan** means the plan providing similar insurance benefits carried by the Plan Sponsor on the day before the Policy's effective date with Us.

**Proof** means evidence satisfactory to Us that the terms and provisions of the Policy have been met. Proof may include but is not limited to: questionnaires, physical exams, or

Written documentation and records as required by Us. Proof must be received by Us at Our Administrative Office. All Proof must be given at Your expense (or that of Your representative or beneficiary), unless otherwise specifically provided by the terms of the Policy. If any additional Proof is reasonably required by Us, an Insured may be required to give Us authorization to obtain such additional Proof. The following are some specific types of Proof referenced under the Policy:

**Proof of Claim** means evidence satisfactory to Us that a person has satisfied the conditions and requirements for a benefit. Proof of Claim must establish:

- the nature and extent of the loss or condition; *and*
- our obligation to pay the claim under the Policy; *and*
- the Claimant's right to receive payment.

**Sign** or **Signed** means the use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

**Spouse** means Your lawful Spouse who is an Eligible Dependent.

**We, Us, and Our** mean the insurer Anthem Life Insurance Company

**Written** and **Writing** means a record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You** and **Your** means an Eligible Employee.

Other terms are defined elsewhere under the Policy.

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## **When Insurance Begins and Ends**

This section tells how You may become insured.

### **Obtaining Insurance**

To obtain insurance under the Policy, You must be an Eligible Employee and be Actively at Work.

### **Enrollment**

You must apply for your insurance and Your Eligible Dependent's insurance if the coverage is Contributory.

An application for You to become insured must be completed on a form approved for that purpose by Us. The Plan Sponsor must send the completed application to Us at Our Administrative Office.

### **Insurance Eligibility**

If You are an Eligible Employee on the Effective Date of the Policy, You are eligible for Voluntary Accidental Death and Dismemberment Insurance on that date provided You have completed the Eligibility Waiting Period. Otherwise, You become eligible on the first day of the calendar month coinciding with or next following the date You become an Eligible Employee and complete Your Eligibility Waiting Period.

### **Eligibility for Your Dependent's Insurance**

If You are an Eligible Employee, You may obtain insurance for Your Eligible Dependents. You are eligible for Voluntary Dependent Insurance on the earliest date that:

- You are an Eligible Employee; *and*
- You are in a Class Covered for Dependent insurance; *and*
- You have an Eligible Dependent

### **Effective Date of Insurance**

**This section tells when Your insurance and insurance for Your Eligible Dependents may begin.**

All premiums required by the Policy must be paid in order for insurance to begin.

### **Delayed Effective Date of Your Insurance**

If You are not Actively at Work on the date Your insurance would otherwise begin, Your insurance and any insurance for Your Eligible Dependents will be deferred until You return to full-time active work.

### **For Your Dependent's Insurance**

The Plan Sponsor may require employees to contribute toward the cost of all or part of their dependent insurance. If so, the only Eligible Dependent who may become insured before You agree to those contributions is Your newborn Child. The form for this agreement may be obtained from the Plan Sponsor.

### **Delayed Effective Date for Dependents**

If any Eligible Dependent, other than a newborn child is confined at home or in a hospital or other medical facility on the date insurance would otherwise begin, the insurance will be deferred until 15 days following the end of the Eligible Dependent's confinement.

You may acquire a new Eligible Dependent while Your insurance for other Dependents is in effect. If so, the new Eligible Dependent will automatically become insured, except as noted in the next paragraph.

Your newborn Child is the only Eligible Dependent whose insurance may begin on a day that he or she is a hospital inpatient. Insurance so deferred for any other Eligible Dependent will become effective on the day he or she is discharged from the hospital.

## Age Reductions for Your and Your Spouse's Coverage

The following age reduction rules apply to Voluntary Accidental Death and Dismemberment Coverage for You and Your Spouse.

On the anniversary of the Policy effective date that occurs on or next follows any of the birthdays listed below, Your and Your Spouse's insurance will be reduced by a percentage of the amount of insurance calculated in accordance with the Schedule of Benefits. The percentages are indicated in the following table:

<u>Birthday</u>	<u>Benefit Percentage</u>
65	35%
70	50%

Reduced amounts of Life Insurance will be rounded to the next higher multiple of \$1000, if not already such a multiple.

All insurance terminates upon Your retirement.

## Changes in Insurance

### Change in Class

The amount of Your and/or Your Dependents' benefit may change if:

- You become insured under a different Class.

If the change would *increase* the amount of insurance, the increase takes effect on the first day You are Actively at Work following the *latest* of the date:

- the change occurs; *or*
- the Plan Sponsor tells Us in Writing about a change in Class.

If the change would *decrease* Your amount of insurance, the decrease takes effect on the date of the change.

## When Insurance Ends

### For Your Insurance

Your Insurance under each coverage will end on the first to occur of the following dates:

1. the date Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work.

However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:

- the date on which We receive Written notice from the Plan Sponsor that Your insurance is to be terminated; *or*
  - the end of the 6 month period following the date on which You were last Actively at Work;
2. the date the Policy, or your employer's agreement with us as outlined in the Policy, is terminated;
  3. the day You cease to be an Insured under a Class defined in the Schedule of Benefits;
  4. the date the Policy is changed to end the insurance for Your Class;
  5. the last day of the period for which premium was paid, if a premium is not paid when due;
  6. the date You retire;
  7. the date You die;
  8. the date You cease to be an Eligible Employee as defined in the Definitions section of the Policy.
  9. the date You request, in Writing, for Your insurance to be terminated.

If Your insurance would end solely due to Your no longer being Actively at Work, the Plan Sponsor may continue Your insurance during the following periods:

- until the end of 3 months following the date You cease to be Actively at Work due to a temporary layoff; *or*
- until the end of 3 months following the date You cease to be Actively at Work due to a Leave of Absence or due to Your being called to active duty as reservist with the U.S. Armed Forces Reserve; *or*
- during an absence from work due to a Leave of Absence that is in compliance with the Family Medical Leave Act.

Any Leave of Absence must have been authorized in Writing by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.

If coverage is continued in accordance with the Leave of Absence provisions above, such continued coverage will cease immediately if any one or more of the following occurs:

- the leave terminates prior to the agreed upon date.
- the Policy terminates
- You or the Plan Sponsor fail to pay premium when due.
- the Policy no longer insures Your Class.

### **For Your Dependent's Insurance**

Our Dependent's insurance under the Policy will end on the first to occur of the following dates:



- the date that the dependent ceases to be an Eligible Dependent as defined in the Definitions of the Policy;
- the date You cease to be insured under the Policy;
- the date You cease to be in a class eligible for dependent coverage;
- the last day of the period for which any required premium contribution is made, if You or the Plan Sponsor fail to make any further required premium;
- the date you become insured under the Waiver of Premium provision of the Policy;
- the date that is stated in the notice that You have asked, in Writing, to have Your Eligible Dependents cease to be insured. This clause will only apply if participation in the Dependent Coverage under the Policy is at Your option;
- for Your Dependent spouse, the date of the Employee's retirement;
- the date that the Dependent starts full-time active duty with the U.S. armed forces.
- the date of Your death.

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## Coverage Provisions

To receive Policy benefits, You must be insured under the terms of the Policy, and as described in the *When Insurance Begins and Ends* section of the Certificate. Your amounts of insurance are then determined according to the Schedule of Benefits. Some of the coverages described in this section may not be available to you. Your Schedule of Benefits shows which coverages are available to You.

### Voluntary Accidental Death & Dismemberment Benefits

Payment for any Voluntary Accidental Death and Dismemberment Insurance benefit will be subject to all of the following conditions:

- The Loss is caused solely by an Accident.
- The Loss is not excluded by the terms of the Exclusion section of this provision.
- The Accident must occur while the person is insured under this provision.
- The Loss must occur within 365 days after the date on which the Accident occurred, unless otherwise specified.
- The maximum amount payable will be subject to the terms of the Limitations section of this provision.

We may, at Our expense, require an Insured to undergo an Independent Medical Exam so that We may determine that the Insured is eligible for benefits under the Policy or under any Additional Provision.

#### Additional Definitions For Voluntary Accidental Death and Dismemberment Insurance

The following definitions apply to the Accidental Death and Dismemberment Policy provisions and benefits, as well as any Additional Benefits or Provisions for Accidental Death and Dismemberment.

**Loss** means a benefit from the Schedule of Losses for Voluntary Accidental Death and Dismemberment which is payable under the Policy's terms and conditions. To be considered for Accidental Death and Dismemberment benefits, a Loss must occur within 365 days of the Accident, unless otherwise specified.

In addition, **Loss** means, with regard to:

- An arm, leg, hand or foot, complete severance at or above the wrist or at or above the ankle.
- A thumb and index finger or all four fingers of one hand, complete severance at or above the metacarpophalangeal joints.
- Toes, complete severance at or above the metatarsophalangeal joints.

- An eye, the total and irrecoverable loss of sight.
- Speech, the complete and irrecoverable loss of speech.
- Hearing, the complete and irrecoverable loss of hearing.
- Quadriplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Paraplegia, the total paralysis of both upper and lower limbs provided the loss is continuous for 12 consecutive months from the date of the loss.
- Hemiplegia, the total paralysis of upper and lower limbs on one side of the body provided the loss is continuous for 12 consecutive months from the date of the loss.
- Uniplegia, the total paralysis of one limb provided the loss is continuous for 12 consecutive months from the date of the loss.

**Principal Sum** is the amount which applies to the Insured under the applicable Amount of Insurance provision at the time of the Accident.

### **Voluntary Accidental Death and Dismemberment Benefits**

We will pay the amount described in the Schedule of Losses if You suffer a covered Loss due to an Accidental Injury, subject to all of the terms and limitations of the Policy:

#### **Schedule of Losses for Your and Your Dependent's Voluntary Accidental Death and Dismemberment Insurance**

<u>Nature of Loss</u>	<u>Amount Payable</u>
Life	The Principal Sum
The sight of both eyes	The Principal Sum
Either both hands <u>or</u> both feet	The Principal Sum
One hand <u>and</u> one foot	The Principal Sum
The sight of one eye <u>and</u> either one hand <u>or</u> one foot	The Principal Sum
Speech <u>and</u> hearing in both ears	The Principal Sum
Either one hand <u>or</u> one foot	One-half of the Principal Sum
The sight of one eye	One-half of the Principal Sum
Speech <u>or</u> hearing in both ears	One-half of the Principal Sum
Both the thumb <u>and</u> index finger of one hand	One-quarter of the Principal Sum
Both thumbs of both hands	One-quarter of the Principal Sum
All four fingers of one hand	One-quarter of the Principal Sum
All of the toes on one foot	One-eighth of the Principal Sum
Quadriplegia	The Principal Sum
Paraplegia	The Principal Sum
Hemiplegia	The Principal Sum
Uniplegia	One-quarter of the Principal Sum

Any amount payable for Voluntary Accidental Death and Dismemberment Benefits will be paid to You, except in the case of Your Loss of life, in which case, payment will be made to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

The benefit will be payable when We receive due Proof of Loss. Your Principal Sum for Voluntary Accidental Death and Dismemberment insurance is shown in the Schedule of Benefits. The benefit to be paid is the amount from the Schedule of Losses for Voluntary Accidental Death and Dismemberment subject to any conditions or reductions of the Policy. If as the result of any one Accident, an Insured suffers more than one of the Losses shown in the Schedule of Losses with respect to any limb, payment will be made only for the Loss for which the largest amount is payable. The total maximum amount payable for all Losses will not exceed the Insured's Principal Sum unless otherwise specified by any applicable Additional Benefit or Additional Provision.

### **No Right to Convert**

If Your Voluntary Accidental Death and Dismemberment Insurance ceases or is reduced, You can not “convert” that group insurance to an individual policy.

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## **Exclusions for Voluntary Accidental Death & Dismemberment**

**The following exclusions apply to any and all Accidental Death & Dismemberment Benefits, including any Additional Benefits or Additional Provisions, unless otherwise specifically referenced.**

No payment will be made for any Accidental Death and Dismemberment Benefit or under any Additional Benefit or Additional Provision for any death or Loss that results directly or indirectly from, or was in any manner or degree associated with or caused by any one or more of the following:

- Bodily or mental infirmity or illness or disease of any kind, or any medical or surgical treatment, diagnostic or preventative care (unless the treatment or care is provided in connection with a Loss.)
- Suicide or attempted suicide or self-inflicted injury whether committed while sane or insane.
- Committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act.
- An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
- Participation in any riot or violent disorder.
- An infection, unless caused by a visible external wound which was sustained by Accidental injury.
- Poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof.
- Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Physician.
- Being intoxicated. "Intoxication" under this exclusion means being legally intoxicated as determined by the laws of the jurisdiction where the Accident occurred. Conviction is not necessary for determination of being intoxicated.
- Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Parachuting or descent from any aircraft in flight will be deemed to be part of such flight.
- Taking part in the sports of parachute jumping, skydiving or hang gliding.
- Riding, driving, or testing a motorized vehicle used in a race or speed contest.
- Any period while an Insured is confined to a penal or correctional institution.
- Any Loss or Injury as a result of autoerotic asphyxiation.
- Any Loss or Injury which occurs while in the course of operation any Motorized Vehicle:
  - Under the influence of any intoxicant or drug, unless prescribed by a physician; *or*

- If the Insured's blood alcohol concentration is in excess of the legal limit in the jurisdiction in which the Accident occurred.

**Motorized Vehicle** for the purpose of this provision means any self-propelled vehicle or conveyance, including but not limited to automobiles, trucks, motorcycles, ATV's, snow mobiles; tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. "Motorized Vehicle" does not include a medically necessary motorized wheelchair.

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### **Additional Benefit for Child Education**

If a benefit due to Your Accidental Loss of life becomes payable under the Policy, We will reimburse the reasonable and necessary expenses actually incurred according to the Additional Benefit stated below for each Dependent Child who is enrolled as a full-time student and is under the age of 24 on the date of Your death:

The Child must be:

- in an Accredited Institution for higher learning above the secondary school level;  
*or*
- at the secondary school level but who will enroll as full-time student(s) in an Accredited Institution for higher learning within 365 days after the date of Your death.

**Accredited Institution** for higher learning means any university, college or trade school which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

The maximum Additional Benefit for Child Education will be the lowest of the following amounts:

- 1 ¼% of Your Principal Sum per year for each Dependent Child;
- \$3,500 per year for each Dependent Child;
- \$20,000 for all Dependent Children and all years;
- The amount of expense actually incurred.

In addition, the Additional Benefit will not exceed a maximum of 4 years, which must run consecutively from Your date of death, with respect to any one Dependent Child.

The Additional Benefit will be reimbursed annually upon receipt of satisfactory Proof that the Dependent Child is attending an Accredited Institution for higher learning as a full-time student, but reimbursement will not be made for expenses incurred prior to Your death, or for room, board or other ordinary living, traveling or clothing expenses.

In the event the Dependent Child satisfies the requirements indicated above and has reached the age of legal majority, such Child will be deemed the beneficiary with respect to benefits payable under this Additional Benefit. If the Dependent Child satisfies the requirements indicated above, and has not yet reached the age of legal majority, the benefit will be payable annually to the legal guardian of the estate of the Dependent Child, until such Child reaches the age of legal majority.

### **Additional Benefit for Coma**

If an Accidental Injury which results in a Loss payable under the terms of the Policy causes You to be in a Coma continuously for at least 31 days We will pay an Additional Benefit. The Additional Benefit for Coma will be payable annually for each month of continuous Coma, but in no event more than 8 years on behalf of You. No Additional Benefit for Coma will be payable after the comatose condition has ceased, whether by death, recovery or any other change of condition. The Additional Benefit will be 1% of the Principal Sum for each month that You are in a Coma. In no event shall the total amount paid for all Accidental Death and Dismemberment Benefits for an Insured exceed the Principal Sum.

The Coma Benefit will be paid to the legally appointed guardian or conservator of Your finances.

If, after qualifying for an Additional Benefit, You suffer another Loss covered under the terms of the Policy, due to the same Accident that caused the comatose condition, the benefit paid for such other Loss will be the benefit stated in the Schedule of Losses reduced by the total amount of benefits paid, including the Additional Benefit for Coma which has been paid, with respect to You as a result of that Accident. If You continue to qualify for an Additional Benefit for Coma after such other loss, the amount of Additional Benefit for Coma paid annually will be re-determined in accordance with the calculation stated above. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of injuries contributing to or causing the Coma.

We will require monthly Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

The Coma Benefit will be calculated at 1/30<sup>th</sup> of the monthly Coma Benefit for each day during a period of coma of less than a full month.

**Coma** and **Comatose** mean, for the purposes of this provision, a profound state of unconsciousness from which You cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. You must be confined in a medical facility during a coma.

## **Additional Benefit for Common Carrier Accident**

If You sustain an Accidental Injury which results in a Loss payable under the terms of the Policy, an Additional Benefit of 25% of the Principal Sum will be paid, if Your Injury is sustained while You are boarding, riding, or exiting as a fare-paying passenger in a Common Carrier.

**Common Carrier** means a government licensed and regulated entity that is in the business of transporting fare-paying passengers. The term Common Carrier does not include:

- chartered or other privately arranged transportation; *or*
- taxis; *or*
- limousines.

## **Additional Benefit for Repatriation**

If You sustain Accidental Loss of life more than 75 miles from Your normal place of residence and indemnity for such Loss becomes payable under the terms of the Policy, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Policy and all of the following conditions:

- Reimbursement for all expenses under this Additional Benefit will not exceed \$5,000; *and*
- Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation; *and*
- Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of residence of the deceased; *and*
- Satisfactory Proof of the actual expenses will be required at the time of claim.

The Additional Benefit will be paid to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

## **Additional Benefit for Seat Belt and Air Bag**

If a benefit due to Your Accidental Loss of life becomes payable under the terms of the Policy, We will pay an Additional Benefit called the Seat Belt and Air Bag Benefit if You were wearing a Seat Belt, or an additional benefit if You were wearing a Seat Belt and the Automobile was equipped with Air Bag(s) at the time of the Accident. These benefits are subject to all of the terms and limitations of the Policy and all of the following conditions:

- The Seat Belt Benefit equals the lesser of (i) \$15,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.



- The Air Bag Benefit equals the lesser of (i) \$10,000 or (ii) 10% of the amount of the Accidental Death and Dismemberment Insurance Benefit paid because of Your Accidental death in accordance with the Schedule of Losses.
- Satisfactory Proof that Your death resulted from an Automobile Accident independent of all other causes, and that You were wearing a seat belt at the time of the Accident must be received at the time of claim. Proof that the Automobile was equipped with Air Bags may also be required.
- No payment will be made for an Air Bag Benefit if at the time of the Accident You were not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.
- A copy of the police accident report must be submitted with the claim. The report must certify the position of the Seat Belt.
- No payment will be made for the Seat Belt or Air Bag benefit for any Insured who is driving or riding as a passenger if:
  - the blood alcohol of the driver or operator of the Automobile is in excess of the legal limit in the jurisdiction in which the Accident occurred; *or*
  - the use of any intoxicant or drug by the driver or operator of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

The Additional Benefit for Seat Belt and Air Bag will be payable to Your beneficiary, as determined in accordance with the Beneficiary Provision(s) under the Policy.

For the purposes of this Additional Benefit:

**Seat Belt** means a properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.

**Automobile** means a motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and an internal combustion engine. It may include electric passenger vehicles and certain hybrids. It excludes all other motorized vehicles.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death.

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## General Provisions

### Assignment

As part of Your estate plan, you may wish to assign ownership of any death benefits to someone else. The Policy allows assignment of all present and future right, title, interest and incidents of ownership as to: (a) any life insurance; (b) any disability provision of life insurance, and (c) any Accidental death insurance under the Policy. The assignment will include, but is not limited to, the rights: (a) to make any contribution required to keep the insurance in force; (b) to exercise any conversion privilege; and (c) to change the beneficiary named.

No assignment of rights, title, interest and incidents, of ownership will be binding on Us unless and until the original of the form documenting the assignment, or a true copy of it is received and acknowledged by Us at our Administrative Office.

We will have no responsibility:

- For the validity or effect of any assignment: *or*
- To provide any assignee with notices which We may be obligated to provide to You.

### Currency

All payments made to or by Us will be made in United States dollars.

### Class Membership

Insured's may be covered under only one Class at any time.

### Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your claim or contest the validity of Your insurance unless:

- Your insurance would not have been approved except for Your misrepresentation; *and*
- Your misrepresentation is contained in a written instrument Signed by You; *and*
- We give You, Your beneficiary, or Your personal representative a copy of the written instrument that contains Your misrepresentation.

## **Incontestability**

No statement made by any person insured under the Policy relating to his or her insurability or to his or her insured dependents shall be used in contesting the validity of the insurance with respect to which such statement was made:

1. After the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made;  
*and*
2. Unless the statement is contained in a written instrument signed by him or her.

This section does not prevent Us from using at any time a defense based on:

- non-payment of premium; *or*
- any other provision of the Policy; *or*
- any other defense that is allowed by law.

## **Misstatement of Age or Other Facts**

If Your age or any other fact was misstated, We will use the correct facts to determine whether You are Insured and if so, for what amount and duration.

In addition, the life insurance premium rate will be adjusted so that the premium paid would have been correct for Your or Your Spouse's actual age. We may make this change back to the date coverage became effective based on the misstated information.

## **Errors**

You must be properly Insured under the Policy. An error or omission by the Plan Sponsor or by Us will not cause You to become Insured. An error or omission by the Plan Sponsor or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by an Insured or Insured's representative or beneficiary, or the Plan Sponsor.

## **Agency**

The Plan Sponsor or employer and any administrator appointed by the Plan Sponsor or employer shall not be considered our agents for any purpose. We are not liable for any of their acts or omissions.

## **Changes to Policy**

The Policy may be amended at any time by written agreement between the Plan Sponsor and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be in Writing and be attached to it. The amendment must bear the signature

or a reproduction of the signature of the President, a Vice President, or Secretary of Our company.

If a person who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that person will be on the date that he is again Actively at Work. However, if the amendment reduces the amount of insurance to which the person is entitled, the effective date will be the effective date of the amendment.

It is understood that, if the Policy is amended during a person's continuous period of Disability, the amendment will have no effect on the amount of his insurance during that same continuous period of Disability.

### **Enforcement of Policy Terms**

If at any time We do not enforce a provision of the Policy, We will still retain Our right to enforce that provision at Our option after providing notice.

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## **Claims and Payment Provisions**

### **How to Claim Benefits**

Due written Proof of claim is required in order to receive benefits under the Policy. Claim forms are available to You or Your beneficiary on request to the Plan Sponsor. For prompt payment, it is necessary that the claim form be completed in full. For a claim for loss of life, a certified copy of the death certificate must be provided to Us.

### **Notice of Claim**

Notice of a claim must be given within 90 days after a covered Loss starts. If this is not reasonably possible, notice must be given as soon as it becomes reasonably possible. Reference to a “loss” in this provision, and the provisions below, means that an event occurred or an expense was incurred for which a benefit is payable under the Policy. Written notice can be given to Us at Our Administrative Office or to Our agent. The notice must identify You along with Your Group Policy number, and the name and address of the Claimant.

### **Claim Forms**

When We receive the notice of claim, We will send the Claimant forms for filing Proof of Loss. The needed forms may also be obtained from the Plan Sponsor. If these forms are not given to the Claimant within 15 days, the Claimant will meet the Proof of Loss requirements by giving Us a Written statement of the nature and extent of the Loss within the time limit stated in the Proof of Loss section.

### **Proof of Loss**

Due Written Proof of Loss must be given to Us within 90 days after such Loss. Failure to furnish the Proof within that time shall not invalidate or reduce the claim if it is was not reasonably possible to give Proof within such time, provided such Proof is given as soon as it becomes reasonably possible. But, unless delayed by the Claimant's legal incapacity, the required Proof must be furnished within 2 years of the specified time.

### **Filing Claim Forms**

The Proof of Loss claim forms contain instructions as to how they should be completed and where they should be sent. Claimants should be sure to fully complete the forms. Incomplete forms may delay the processing of the claim.

## **Time of Payment of Claim**

Indemnities payable under the Policy for any Loss will be paid as they accrue immediately upon receipt of due Written Proof of Loss.

## **Payment of Claims**

Any covered benefit for Your Loss of life will be payable in accordance with Your Written beneficiary designation, subject to the Policy's provisions and applicable law. Covered benefits for all other Losses are payable to You.

## **Beneficiary Provisions**

### **Designated Beneficiary Provision**

The beneficiary is the person or persons You designate to receive any benefit payable because of Your death. The designation must be made in a Written statement on a form approved by Us.

You must change beneficiaries at any time, subject to applicable law. To do so, You must provide a Written statement on a new form.

Any designation or change of beneficiary will be effective on the date of its execution, regardless of whether or not You are living at the time it is given to Us. In the event You die before any designation or change is recorded, any death benefit We may have already paid will be deducted from the amount payable to a newly named beneficiary. A beneficiary may not be changed by a Power of Attorney.

If You designate more than one person to share any death benefit, You should specify on the form how the benefit is to be divided among them. Otherwise, they will share the benefit equally. All rights of any beneficiary cease if he or she dies before You do.

### **Alternate Payment Beneficiary Provision**

The interest of a beneficiary who dies before You will accrue to the surviving beneficiaries. However, if for all or part of Your insurance, no beneficiary has been properly designated in accordance with the Policy provisions and applicable law, the amount of Your insurance for which there is no beneficiary will be payable in equal shares to the first of the following categories of surviving beneficiaries:

- Legal Spouse;
- Natural and legally adopted children;
- Mother and Father;
- Brother and Sister;

- Estate.

If the Insured and the beneficiary die from the same accident, and the order of deaths cannot be determined, We will pay the benefit as though the Insured survived the beneficiary.

### **Release for Payment**

It may be that one or more persons have incurred expenses for an Insured's fatal condition or burial. If, in Our judgment this is true, We may apply part of any death benefit toward reimbursement of such persons. But the total amount of death benefit so applied shall not be more than \$500. Then, the beneficiary for the payment will receive only the unpaid balance of the death benefit.

It may happen that the person to be paid a benefit (called the "payee") is legally unable to execute a valid release for payment. If a payee is unable to execute a valid release, We may:

- Pay any providers on whose charges the claim is based toward satisfaction of those charges; or
- Pay any person or institution that has assumed custody and principal support of the payee. This will not be done, though, after claim is made by the payee's duly appointed legal representative.

If the payee dies while any accrued benefits remain unpaid, We may pay any provider on whose charges the claim is based toward satisfaction of those charges. Then, any benefits that still remain unpaid can be paid to anyone related to You by blood or marriage.

The payments under this Release for Payment provision may be made at Our discretion, subject to applicable law, and will not exceed a total of \$500. We will be discharged to the extent of any payments made in good faith under this provision.

If any person who is to receive a benefit payment is a minor or is not legally competent, then the benefit payment will be made to the legally appointed guardian of the person's estate.

### **Physical Examinations**

We shall have the right and opportunity to have any Insured person whose Injury or Illness is the basis of a claim undergo an Independent Medical Exam. This may be done when and as often as We may reasonably require. If the person has died, We may require an autopsy, unless it is prohibited by law. Such examination or autopsy will be at Our expense.

## **Proof of Financial Loss**

For any benefit which is based upon determination of a person's Financial Loss, We shall have the right to require Written Proof of Financial Loss. This includes, but is not limited to:

- statements of income;
- tax returns, tax statements, and accountants' statements; and
- any other Proof that We may reasonably require.

We may perform financial audits at Our expense as often as We may reasonably require. Payment of benefits may be contingent upon Proof of financial loss being satisfactory to Us.

## **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after Written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of 2 years after the time Written Proof of Loss is required by the above terms. Legal action with respect to a claim that has been denied, in whole or in part, shall be contingent upon having obtained Our reconsideration of that claim, as explained below.

## **Reconsideration of a Denied Claim**

If You or Your beneficiary's claim for benefits is totally or partially denied, We will provide a Written notice. The notice will give the reasons for denial. If a Claimant does not agree with the reasons given, the Claimant may request reconsideration of the claim.

To do so, the Claimant must write to Us within the 60 days after receipt of the notice of denial. The Claimant should indicate why he believes the claim was improperly denied, and include any additional information, data, questions or comments which he or she thinks are appropriate. Unless We request additional information, the Claimant will be advised of Our decision within 60 days after the Written request for reconsideration is received.

Our name and address for correspondence regarding claims appear in this Certificate. Our name and address will also be on the initial notice of denial and any subsequent correspondence from Us.



### **Discretionary Authority for Benefit Determination**

We will make the final decision on claims for benefits under the Policy. When making a benefit determination, We will have discretionary authority to interpret the terms and provisions of the Policy. This discretionary authority should not be construed to limit the legal action that may be taken by an Insured or beneficiary in accordance with the Legal Actions provision of the Policy, and any applicable state or federal law.

### **Release of Information**

You and Your Dependent(s) agree that We may request, and anyone may give to Us, any information, (including copies of records) about an Insured's Illness or Injury for which benefits are claimed and that We may give similar information if request to anyone providing similar benefits to an Insured.

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## **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Anthem Life Insurance Company  
P.O. Box 182361  
Columbus, Ohio 43218-2361  
1-800-551-7265

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at P.O. Box 1157 Richmond, Virginia 23218. 1800-552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

## **Section II.**

### **1.**

#### **What could be better than finding the support you need – without worrying about how much it costs?**

In today's fast-paced world, you no doubt feel some stress at home and at work. Anthem Life Resource Advisor is designed to improve your well being by helping you manage problems before they become an emotional or financial burden.

#### **Need help?**

Should you need it, Resource Advisor provides up to three consultations with a legal and/or financial professional at no cost.

You and your family members also get free and confidential access to work/life resources:

- community resources, like weather, events and neighborhood information
- child and elder care provider databases
- consumer education and services on important topics like fire safety
- parenting information and services
- tips on dealing with emotions and advice on handling difficult life events, like losing loved ones
- online financial calculators and tools
- self-assessments
- online will, living will and financial power of attorney preparation assistance and online legal library
- information on dealing with identity theft

#### **Staying connected**

We're here when you need us. The telephone consultation and referral services are available 24/7, toll-free from anywhere in the United States. And, of course, the Resource Advisor website never closes, so helpful resources are just a click away!

#### **Face-to-face support services in a time of need**

Resource Advisor gives employees with disability coverage three face-to-face sessions with a licensed mental health professional during the six month period after the onset of disability.

If you should pass away, your beneficiaries get three visits with a licensed mental health professional, as well as up to three consultations with a legal and/or financial professional. Beneficiaries can visit these specialists up to six months after their loss.

**We think you should know**

Because Resource Advisor is for employees, these benefits end at retirement. Also important to note is that each legal/financial consultation must relate to a separate concern.

**Accessing Resource Advisor**

For free, confidential help 24 hours a day, seven days a week, simply:

- call (888) 209-7840 or
- visit [www.resourceadvisor.anthem.com](http://www.resourceadvisor.anthem.com) and enter "anthemresourceadvisor" as the program name.

## 2.

Saving money is good. Saving money on things that are good for you – that's even better. With SpecialOffers@Anthem, you can receive discounts on products and services that help promote better health and well being. And, there's no extra cost to you. SpecialOffers@Anthem is just one of the perks of being a member. Check out how much you can save.

### **Family & Home**

*Babystyle*® – Save 15% on everything needed for mother and baby, including maternity must-haves, nursery essentials, baby gear and more. Call 877-378-9537.

*American Baby*® Magazine – Receive a free subscription to the magazine that takes you through pregnancy and beyond.

*Safe Beginnings*® – Baby proof your home while saving 20% on everything from safety gates to outlet covers. Call 800-598-8911.

*SeniorLink* – Save 15% on elder care advisory services and receive 90 days free service on the HelpLink Emergency Response System to help care for an aging family member. Call 866-797-2336.

*Dynamic-Living.com* – Make living at home a little easier with unique daily living aids, and receive a 5% discount on every order. Call 888-940-0605.

*Barnes & Noble.com* – Browse an online library of selected health and wellness titles, and save 5% on your order along with free standard shipping on all orders over \$25. See website for details.

### **Fitness & Health**

*Jenny Craig*® – Join Jenny Craig and receive a free 30-day trial, 50% off the 6-month program and 20% off the Jenny Rewards program. Call 800-96JENNY.

*Weight Watchers*® – Take \$10 off a 3-month subscription to Weight Watchers Online.

*Lindora Lean for Life*® – Save 20% on weight loss-related products. Call 800-LINDORA.

*GlobalFit* – Shape up and get fit with membership discounts to local, regional and national fitness clubs.

*SelfHelpWorks* –Join a SelfHelp Works online weight loss, smoking cessation, stress or alcohol management program and receive a 30 day free guest pass and a 30% discount. Call 877-719-9860.

*ChooseHealthy* – Take the alternative path with discounts on health and wellness products, fitness club memberships, and visits to massage therapists, acupuncturists, and more.

### **Medicine & Treatment**

*drugstore.com* – Save 5% on health, beauty, wellness and personal care products, along with free shipping on orders of \$49 or more.

*National Allergy Supply*—Save 15% on mattress encasings, air filtration products, compressors and other products that can help relieve your allergy, asthma and sinus symptoms. Call 800-522-1448.

*Lauren's Hope* – Save 10% on medical ID bracelets that combine safety with style. Call 800-360-8680.

### **Vision, Hearing & Dental**

*HearPO* – Save 40% on digital hearing aids, audiology services and testing. Call 888-HEARING.

*EyeMed* – Save 30% on eyeglasses, 20% on non-prescription sunglasses and enjoy discounted prices on accessories.

*TruVision* – Pay just \$895 to \$1895 per eye on Lasik laser vision correction and receive discounts of 15-20% and free shipping on contact lense orders. Call 877-582-2020.

We've just scratched the surface here. Go to [anthem.com](http://anthem.com) for specific information on all these offers and more.

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[answer@anthem.com](mailto:answer@anthem.com) >  
[SpecialOffers@Anthem.com](mailto:SpecialOffers@Anthem.com).