

ACE American Insurance Company Philadelphia, PA 19106 (Herein called We, Us, Our)

Amendment Applicable to District of Columbia Residents Only

Policy Number: LMB N04249495

Effective Date: March 1, 2010

Policyholder: Trustee of ACE USA Accident & Health Insurance Trust on behalf of Integrity Staffing Solutions, Inc.

This Amendment form is made a part of the Policy and any Certificate to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. This Amendment ends at the same time as the Policy and Certificate. It is subject to all of the terms, limitations and conditions of the Policy and Certificate except as they are changed by it.

The Policy and Certificate are changed as follows:

1. Under DEFINITIONS, the following definition of "Domestic Partner" applies:

"**Domestic Partner**" means a person of the same or opposite sex of the Covered Person who:

- 1) shares the Covered Person's primary residence;
- 2) has resided with the Covered Person for at least 12 months prior to the date of enrollment and is expected to reside with the Covered Person indefinitely;
- 3) is financially interdependent with the Covered Person in each of the following ways;
 - a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - b. by owning or leasing their permanent residence as joint tenants;
 - c. by naming, or being named by the other as a beneficiary of life insurance or under a will;
 - d. by each agreeing in writing to assume financial responsibility for the welfare of the other.
- 4) has signed a Domestic Partner declaration with the Covered Person, if recognized by the laws of the state in which they reside;
- 5) has registered in a state or local domestic partner registry;
- 6) has not signed a Domestic Partner declaration with any other person within the last 12 months.
- 7) Is older than 18 years older, but no more than 70 years old;
- 8) Is not currently married to another person;
- 9) Is not in a position as a blood relative that would prohibit marriage.

2. Under DEFINITIONS, the definition for "Medical Emergency" is deleted and replaced with the following:

"Medical Emergency" means a condition caused by an Injury that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy; result in serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

3. Under DEFINITIONS, the definition for "Medically Necessary" is deleted and replaced with the following:

"Medically Necessary" means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) swimming pools or supplies for them; and 6) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

The fact that a Doctor may prescribe, authorize, or direct a service does not in and of itself make it Medically Necessary or covered by the Group Policy.

4. Under DEFINITIONS, the definition for "Pre-existing Condition" is deleted and replaced with the following:

"**Pre-existing Condition**" means – an illness, disease or other condition of the Covered Person, that in the 12 month period before the Covered Person's coverage became effective under this Policy:

- (1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused a person to seek diagnosis, care or treatment; or
- (2) required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
- (3) was treated by a Doctor or treatment had been recommended by a Doctor.

5. Under EXCLUSIONS, the following exclusions applies:

We will not pay benefits for any loss or Injury that is caused by, or results from:

- 1. intentionally self-inflicted Injury.
- 2. suicide or attempted suicide.
- 3. war or any act of war, whether declared or not.
- 4. service in the military, naval or air service of any country or international organization.
- 5. piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- 6. Injuries or loss that happen while the Covered Person is committing or attempting to commit a felony.
- 7. commission of or active participation in a riot, or insurrection.
- 8. bungi-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
- 9. flight in, boarding or alighting from an Aircraft:
 - a. except as a fare-paying passenger on a regularly scheduled commercial airline;
 - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
 - c. being used for:
 - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
 - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
 - d. designed for flight above or beyond the earth's atmosphere;
 - e. an ultra-light or glider;
 - f. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent.
- 10. travel in or on any on-road and off-road motorized vehicle not requiring licensing as a motor vehicle.
- 11. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in Driver's Education Program.
- 12. medical or surgical treatment, diagnostic procedure, administration or anesthesia, or medical mishap or negligence, including malpractice.
- 13. travel or activity outside the United States, Canada or Mexico.
- 14. travel in any Aircraft owned, leased or controlled by the Participating Organization, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Participating Organization if the Aircraft may be used as the Participating Organization wishes for more than 10 straight days, or more than 15 days in any year.
- 15. the Covered Person being legal intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred, except as State Mandated.
- 16. the Covered Person being under the influence of any drug unless administered under the advice and consent of a Doctor, except as State Mandated.
- 17. repair or replacement of existing dentures, partial dentures, braces, fixed or

removable bridges, or other artificial dental restoration;

- repair, replacement, examinations for prescriptions or the fitting of eveglasses or 18. contact lenses.
- 19. medical expenses and disability for which the Covered Person is entitled to benefits under any Worker's Compensation Act.
- 20. medical expenses paid or payable under any mandatory no fault automobile insurance contract or mandatory basic reparations benefit of no fault.
- assault and battery committed by any Covered Person. 21.
- Pregnancy or childbirth unless conception occurred while coverage was in force 22. under the Policy.
- 23. Elective Abortion, except as State Mandated. Elective Abortion means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.
- 24. Mental and nervous disorders, except as State Mandated.
- Covered medical expenses for which the Covered Person would not be responsible 25. for in the absence of this Policy.
- 26. Cosmetic surgery, except for reconstructive surgery needed as the result of an Iniurv.
- 27. Experimental or Investigational drugs, services, supplies or any procedure held to be Experimental or Investigatory by the Company at the time the procedure is done. For the purposes of this exclusion, "Experimental or Investigational" means medical services, supplies or treatments provided or performed in a special setting for research purposes, under a treatment protocol or as part of a clinical trial (Phase I, II or III). The covered service will also be considered Experimental or Investigational if the Covered Person is required to sign a consent form that indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety. Medical treatment, that is not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government financed programs or the National Cancer Institute regarding malignancies, will be considered Experimental or Investigational. A drug, device or biological product is considered Experimental or Investigational if it does not have FDA approval or approval under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President

GEORGE D. MULLIGAN, Secretary