

DISCLAIMER:

The HMO and In-Network section of the Point of Service plan is underwritten by Health Net of New York, Inc. and Charter Traditions plans are underwritten by Health Net Insurance of New York, Inc. The ancillary lines of coverage and the Out-of-Network portion of the Point of Service plan are underwritten by The Guardian Indemnity Contract Number GP-1-R3-1.0 et al.

REFUSAL OF INSURANCE:

If the plan requires contributions, and I have refused the coverage, the terms for requesting coverage at a later date are as follows: I will not be eligible for the HMO, POS or Charter Traditions plans until the next open enrollment period; unless coverage is being discontinued as a result of termination of another plan's coverage, loss of employment, death of spouse, divorce, or unless a court has ordered coverage be provided for a spouse or minor child. To apply for any other coverage, if available, I will be required to furnish, at my own expense, proof of insurability and Guardian reserves the right to reject my request. Proof of insurability does not apply to major medical or dental coverages; however, late entrant penalties may apply.

THE FOLLOWING SPECIAL ENROLLMENT RIGHTS APPLY TO THIS PLAN: If you are declining enrollment for yourself or your dependents because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 31 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption or placement for adoption.

AGREEMENT:

I understand the benefits and coverage as summarized in the contract and that these benefits are administered strictly as specified in the contract. I hereby (1) request coverage for the Group program for which I am or may become eligible; (2) authorize my employer to make the necessary deductions for the contributions, if any, required for coverage, or agree that the contribution be added to my dues, if applicable; (3) state that I became an employee on the date stated on this form, and do currently work the number of hours per week stated on this form. I understand that, in order to be accepted for HMO/POS/Charter Traditions coverage, my signed and completed application for coverage must be received by Guardian & Health Net within 31 days of my initial eligibility for coverage or within 31 days of the next open enrollment effective date.

I authorize any physician, hospital, insurer or other organization or person having any records or information concerning the health and treatment (including psychiatric and substance abuse and confidential HIV related information) of me and my family member(s) to furnish such records as may be requested by Guardian & Health Net or its authorized representative. A photocopy or digital image of this authorization shall be considered as valid as the original.

I certify that all dependents listed on this form are eligible for coverage under the terms of the contract. I agree to notify Guardian & Health Net and my employer within 31 days when such eligibility ceases. I understand that Guardian & Health Net are not liable to provide coverage for ineligible dependents.

IMPORTANT NOTICE**THE FOLLOWING APPLIES TO CHARTER TRADITIONS AND THE PPO PLANS.**

Preexisting Condition Limitation: This group health plan contains a preexisting condition exclusion that is limited to a maximum of 12 months except for cases of congenital anomaly of a covered dependent child, pregnancy and genetic information in the absence of a related condition (18 months for late enrollees). The preexisting condition limitation relates to a condition for which medical advice, diagnosis, care or treatment was recommended or received during the 6 months period prior to an individual's enrollment date. This exclusion period can be reduced by the number of days of your prior creditable coverage. When applying creditable coverage to the preexisting condition limitation, Health Net is not required to take into account any days of creditable coverage that precede a break in coverage of 63 days or more. To determine if any preexisting condition limitation will apply to you, you must present your certificate or certificates of prior creditable coverage.

Creditable coverage can include coverage under another group health plan, an individual health policy, Part A or B of Medicare, Medicaid, CHAMPUS, a medical health care program of the Indian Health Service or tribal organization, a state health benefits risk pool, any public health plan, or a health plan issued under the Peace Corps Act.

You may request a certificate of creditable coverage from a previous employer, insurance company or Health Maintenance Organization (HMO). If necessary, your employer and Guardian will assist you in obtaining a certificate from any of these entities.

The Preexisting Condition Limitation notice is being issued to you pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 and reflects the protection afforded under federal law. If the state law applicable to a fully insured Guardian plan is more beneficial to covered individuals as to the length of the preexisting condition limitation and permissible break in coverage, the relevant state law provisions will apply to and be part of your Guardian plan.