

DOMESTIC PARTNER RIDER

This Rider amends Your Subscriber Certificate to provide coverage eligibility to Domestic Partners and their eligible children. This Rider is part of Your Certificate, and except as stated herein, all other terms and conditions of Your Certificate apply.

1. Domestic Partner Definition. The following definition is added to Section 14, “Definitions” of Your Subscriber Certificate:

Domestic Partner means a Subscriber’s unmarried partner of the **same or opposite sex** when:

- Each partner is at least eighteen (18) years of age, competent to enter into contracts, and jointly responsible for the common welfare and financial obligations of the couple;
- The partners currently share a common legal residence and have been continuously residing together for at least twelve (12) consecutive months (or such longer period as Your Group requires) at the time of enrollment of the Domestic Partner;
- Each partner is the sole Domestic Partner of the other and the relationship is a committed, mutually monogamous, non-platonic family-type relationship which both parties intend to continue indefinitely;
- The partners have each completed and signed the Domestic Partners Affidavit as required by Your Group and HealthTrust;
- Neither partner is legally married to anyone;
- The partners are not related by blood to a degree of closeness that would preclude lawful marriage in the state where the partners reside; and
- Neither partner has filed a Statement of Termination for Domestic Partners nor been a party to a divorce or annulment proceeding within the preceding twelve (12) months.

2. Eligibility. The subsection titled “Dependents” in Section 13, I of Your Subscriber Certificate is amended to read as follows:

- B. Dependents.** Depending upon the type of coverage You select (“two person” or “family”), in addition to You, the Subscriber, the following members of Your family are also eligible for enrollment under the Plan as Dependents, provided that coverage for such family members is offered by Your Group. To be eligible to be enrolled as a Dependent, the family member must be listed on the Medical Enrollment Application completed by the Subscriber, meet all Dependent eligibility criteria established by Your Group and HealthTrust, and be one of the following:
- **Your Spouse.** For information on spousal eligibility, please contact Your Group. Your spouse is eligible to enroll unless You are legally separated. Throughout this Certificate, any reference to “spouse” means:
 - The individual to whom You are lawfully married, as recognized under state or federal law;
 - The individual with whom You have entered into a lawful civil union as recognized under laws that provide same gender couples in lawful civil unions with the same rights, responsibilities and obligations as afforded to lawfully married couples; or
 - **Your Domestic Partner.** You and Your Domestic Partner must complete the Domestic Partner Affidavit (available from Your Group Benefits Administrator) and all other criteria for Domestic Partner membership as stated in this Rider must be met.

Throughout this Certificate any reference to “marriage” means a lawful marriage, a lawful civil union or a Domestic Partnership. References to legal separation apply to marriage and civil union legal separations. References to divorce apply to the termination of a marriage, civil union or Domestic Partnership.

- **Your, Your Spouse’s, or Your Covered Domestic Partner’s Dependent Children Under 26 Years of Age.** "Children" include: natural children, stepchildren, legally adopted children, children for whom You are the proposed adoptive parent and who have been lawfully placed in Your custody pursuant to an adoption proceeding under the provisions of New Hampshire law before the adoption becomes final, children for whom You are the legal guardian including children for whom You were the legal guardian at the time the child attained 18 years of age **and** the legal guardianship terminated by operation of NH RSA 463:15(I), and children for whom there is a Medical Child Support Order in effect, or as otherwise required by law. Foster children and grandchildren are not eligible for coverage unless they meet the definition of “children” above. Please see “Special Enrollment,” “Newborn Children” and “Adopted Children” in Your Certificate for more information.

Enrolled eligible Dependent children will continue to be covered up to the end of the month in which the child attains age 26. Coverage may be continued past the age limit for an Unmarried Incapacitated Dependent child as described in the following paragraph.

- **Your, Your Spouse’s or Your Covered Domestic Partner’s Unmarried Incapacitated Dependent Child.** An unmarried child 26 years of age or older and incapable of self-support due to physical or mental handicap (as certified by a physician), when coverage would otherwise end because the child no longer meets any of the eligibility criteria outlined above. The physical or mental incapacity must have occurred *before* the child reached age 26 and must have occurred while the Dependent was a covered Dependent child. Incapacitated Dependents may remain covered as long as their disability continues and as long as they are financially dependent on the Subscriber and are incapable of self-support. HealthTrust must receive an application for the incapacitated Dependent child status and medical certification of the incapacity by a physician within 31 days of the date coverage would otherwise end for the child. Anthem must certify Your Dependent child’s incapacitated status and HealthTrust will periodically request that the incapacitated status of Your child be recertified.

- C. **Accuracy and Verification of Enrollment Information** By accepting the Subscriber Certificate and this Rider, You represent that all statements made in Your Medical Enrollment Application, or any other documentation You provide with respect to eligibility and enrollment of You or Your Dependents, are true to the best of Your knowledge and belief. You agree to give HealthTrust information upon request that HealthTrust needs to verify coverage eligibility. Examples of documentation that HealthTrust may need to decide membership eligibility are information regarding: Dependent child status, incapacitated Dependent child status, marital status, Domestic Partner status, divorce, legal separation, termination or dissolution of a Domestic Partnership, birth, adoption or court orders regarding health care coverage for Your Dependent children. HealthTrust reserves the right to deny enrollment or cancel Your and/or Your Dependents coverage under the Plan to the extent permitted by law if You fail to provide verification upon request or misrepresent the eligibility status of You or any of Your Dependents.

Rescission. HealthTrust may terminate a Member’s coverage back to the original effective date for any act, practice or omission that constitutes fraud or an intentional misrepresentation of material fact on the part of a Member.

3. Enrollment and Effective Date of Coverage. The following provision is added to Section 13, II of Your Subscriber Certificate. This provision applies only to Domestic Partners and their children. Other Members should see Section 13, II of Your Subscriber Certificate for information about enrollment and effective dates of coverage.

Effective Date of Coverage for Domestic Partner. In establishing an effective date of coverage, the date that a Domestic Partner meets the eligibility requirements stated in this Rider will be treated the same as a marriage event. Children of covered Domestic Partners (including newborn and adopted children) have the same rights as stated in Section 13 of Your Subscriber Certificate for any other child. Once enrolled, all provisions of Section 13 of Your Subscriber Certificate apply to Domestic Partners and their eligible children, except as amended by this Rider.

4. Termination of Coverage. The following provision is added to Section 13, III of Your Subscriber Certificate. This provision applies only to Domestic Partners and their children. Other Members should see Section 13, III of Your Subscriber Certificate for information about termination of coverage.

Termination of Domestic Partnership. Coverage for a Domestic Partner ends at the end of the month during which the Domestic Partnership terminates or is dissolved, or a partner fails to meet the definition of a Domestic Partner, as defined in this Rider. If coverage for a Domestic Partner ends, coverage ends at the same time for any enrolled children of the Domestic Partner, unless the child otherwise meets the definition of an eligible Dependent child, as stated in this Rider.

When an individual ceases to be eligible as a Domestic Partner or as the child of a Domestic Partner, You or Your partner must submit to Your Group and to HealthTrust a Statement of Termination for Domestic Partners and a Medical Enrollment Application indicating the change within 31 days of the change in status. Failure to timely file the Statement of Termination and/or the Medical Enrollment Application does not prohibit Your Group or HealthTrust from terminating the coverage of an individual who no longer meets the eligibility criteria stated in this Rider.

5. Continuation of Coverage. The following provision is added to Section 13, IV of Your Subscriber Certificate. This provision applies only to Domestic Partners and their children. Other Members should see Section 13, IV in Your Subscriber Certificate for information about continuation of group coverage.

Coverage continuation rights and obligations as stated in this article IV will apply to covered Domestic Partners and their covered children in the same manner as for any other covered Dependent. Any provision for continuation rights of a spouse, widow or Medicare eligible individual stated in federal COBRA law or otherwise will apply to a Domestic Partner covered under this Rider whether or not the applicable law or Plan provision otherwise specifically includes Domestic Partners. Any provisions for divorce described in federal COBRA law or otherwise will apply to the termination of a Domestic Partnership whether or not the applicable law or Plan provision otherwise specifically includes Domestic Partners.



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