AMENDMENT

issued by

ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY

to

UNITED FIREFIGHTERS OF LOS ANGELES CITY

SANTA BARBARA COUNTY FIREFIGHTERS

FOR INSURED PERSONS RESIDING IN NEW HAMPshire

Anthem Blue Cross Life and Health Insurance Company (“Anthem Blue Cross Life and Health”) agrees to modify your certificate by this amendment. All other provisions of the certificate which are not inconsistent with this amendment remain in effect. Officers of Anthem Blue Cross Life and Health have approved this amendment to become effective January 1, 2010.

The benefit for Prosthetic Devices includes scalp hair prostheses when required as a result of hair loss due to alopecia areata, alopecia totalis, alopecia medicamentosa resulting from the treatment from any form of cancer or leukemia, or permanent hair loss due to injury.

The definition of “Day Treatment Center” in the DEFINITIONS section includes a community mental health center.

The following is added to the definition of “Hospital” in the DEFINITIONS section:

The term “hospital” includes a public or licensed mental hospital or an approved psychiatric residential program.

The definition of “Physician” in the DEFINITIONS section is changed to include the following providers, but only when the provider is licensed to
practice where the care is provided, is rendering a service within the scope of that license, is providing a service for which benefits are specified in the certificate, and when benefits would be payable if the services were provided by a doctor or medicine (M.D.) or doctor of osteopathy (D.O.):

- A licensed pastoral counselor
- A licensed clinical mental health counselor

The following benefit is added to the plan, subject to the Co-Payments shown in the certificate:

**Enteral Formulas.** Non-prescription enteral formulas upon written order of a physician for:

1. Treatment of impaired absorption of nutrients caused by disorders of the gastrointestinal tract.
2. Treatment of an insured person with an inherited disease of amino acids and organic acids. This also includes food products modified to be low protein.

The following changes are made with respect to Cancer Clinical Trials:

1. Wherever the term “cancer clinical trials” appears in the certificate booklet, it is changed to “clinical trials”.
2. The Cancer Clinical Trials provision under YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED is deleted and replaced by the following:

**Clinical Trials.** Coverage is provided for services and supplies for routine patient care costs, as defined below, in connection with phase I, phase II, phase III and phase IV clinical trials for cancer or any other life-threatening condition if the all of the following conditions are met:

1. The treatment provided in a clinical trial must be approved by:
   a. One of the National Institutes of Health (NIH);
   b. An NIH cooperative group or an NIH center;
   c. The FDA in the form of an investigational new drug application or exemption;
d. The federal department of Veterans Affairs or Defense; or

e. An institutional review board of an institution in New Hampshire that has a multiple assurance contract approved by the Office of Protection from Research Risks of the NIH;

2. The standard treatment has been or would be ineffective, does not exist, or there is no superior noninvestigational treatment alternative; and

3. The available clinical or preclinical data provide a reasonable expectation that the treatment will be at least as effective as the non-investigational alternative.

Routine patient care costs means the cost of any medically necessary health care service that is incurred as a result of the treatment being provided which would otherwise be covered under the plan, including:

1. Drugs and devices provided during the clinical trial which are not the subject of the clinical trial, provided those drugs or devices have been approved for sale by the FDA; and

2. The reasonable and medically necessary services to administer the drug or use the device under evaluation in the clinical trial.

Routine patient care costs does not include any of the items listed below. You will be responsible for the costs associated with any of the following, in addition to the costs of non-covered services.

1. The cost of drugs or devices not approved by the FDA for any indication.

2. The cost of any non-health care services that you may be required to receive as a result of the treatment provided for the purposes of the clinical trial.

3. The cost of managing the research associated with the clinical trial.

4. The non-covered costs under the plan.

The term “insured employee” in the “Eligible Status” provision under HOW COVERAGE BEGINS AND ENDS: HOW COVERAGE BEGINS is changed to include permanent part time employees who work at least 15 hours a week in the conduct of the business of the group, and whose
regular place of employment and usual residence is not in the State of California.

Under the **CONTINUATION OF COVERAGE**, the continuation coverage will not end at the end of 36 months from the Qualifying Event for a surviving *spouse*, divorced or separated *spouse* who is 55 years of age or older on the date of the Qualifying Event, but will end on the earliest of:

1. The date the *policy* terminates;
2. The end of the period for which premiums are last paid;*
3. The date such *spouse* becomes covered under any other group health plan; or
4. The date such *spouse* becomes entitled to Medicare.

To elect this continuation, you must notify the *employer* in writing within 30 days of the decree of divorce or separation.

The continuation is subject to payment of premiums to the *employer* at the time the *group* premium is due. The *group* may require that you pay the entire cost of your continuation coverage. The *group* is responsible to us for the timely payment of premium due for the continuation of your coverage under this *policy*.

The rate for this continuation coverage will be 102% of the applicable group rate.

*If continuation coverage of a former dependent *spouse* would end because premium payments were not received within 30 days of the premium due date, such coverage will not end prior to the employer giving 30 days notice to the former *spouse*, during which time the former *spouse* will be given the opportunity to make the premium payments due or secure such payment from the employee.

The following **STATE CONTINUATION FOR QUALIFYING INSURED PERSONS** is added to your certificate:

**STATE CONTINUATION FOR QUALIFYING INSURED PERSONS**

Subject to payment of premium as stated in the *policy*, coverage under this *plan* may be continued for you, a surviving spouse or dependent in accordance with the following provisions if this *policy* is terminated for any reason.
Notice and Election. We will notify the insured employee, surviving spouse or dependent of the right to continue coverage within 15 days after the termination of this policy.

The insured person must provide us with written notice of election along with the first monthly premium within 31 days from the date notice of the option to elect continuation of coverage was sent by us.

Cost of Coverage. The cost of your continuation coverage will be 102% of the applicable group rate. You must pay this cost directly to us.

When Continuation Ends. This continuation will end on the earliest of:

1. The end of the period for which premiums were last paid;
2. The end of 39 weeks from the date of termination of the policy;
3. The date continuation would have ended under the Continuation of Coverage provisions if the policy was not terminated;
4. The date the insured person becomes eligible for coverage under an employer group health plan.

If your continuation under this plan ends in accordance with items 2 or 3 above, you are eligible for medical conversion coverage.