

# DISTRICT OF COLUMBIA



Gap ER Plan<sup>SM</sup>  
Member Driven **Value.**  
Group Insurance Certificates



*These Group Insurance Certificates are for the Gap ER Plan<sup>SM</sup> **purchased on or after 090717**. If you purchased the Gap ER Plan<sup>SM</sup> **prior to 090717**, your group insurance certificates may be different. You can call your personal member concierge at 866.438.4274 to get your correct certificates.*

**Catlin Insurance Company, Inc.**  
**Statutory Home Office: 2800 Post Oak Boulevard, Suite**  
**4050, Houston, TX 77056**  
**Administrative Office: 3340 Peachtree Road N.E., Suite**  
**2950, Atlanta, GA 30326**  
**A Stock Insurance Company**

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**DISTRICT OF COLUMBIA GROUP ACCIDENT CERTIFICATE**

THIS CERTIFICATE IS A QUALIFIED GROUP ACCIDENT INSURANCE CONTRACT

Certifies that the Insured is covered under the Policy issued to the Policyholder.

"We", "Our" and "Us" are used to refer to the Catlin Insurance Company, Inc.

This certificate is not the Policy. It is evidence of the Member's coverage under the Policy. Coverage is subject to the Policy provisions. The Policy was issued to the Policyholder. The Member may inspect the Policy at the Policyholder's office during normal business hours.

CAUTION: If the Member as misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

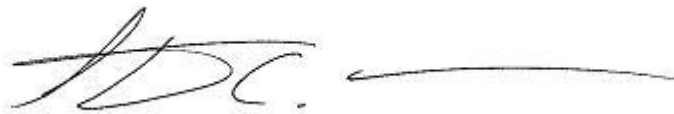
A copy of the application is attached to this certificate. The best time to clear up any questions is now, before a claim arises. If you have any questions contact Us at this address:

Catlin Insurance Company, Inc.  
c/o Health Special Risk, Inc.  
P.O. Box 117086  
Carrollton, Texas 75011

This Certificate describes the terms and conditions of insurance. The laws of the State of Issue govern the Policy.

**LIMITED BENEFIT, PLEASE READ CAREFULLY**

Signed for Catlin Insurance Company, Inc. at its Home Office, 2800 Post Oak Boulevard, Suite 4050, Houston, Texas 77056.



Secretary



President

Countersigned \_\_\_\_\_  
Where Required By Law

### **EFFECTIVE DATE AND TERM**

The Policy starts on the Policy Effective Date. The Covered Person's coverage starts on the Covered Person's Effective Date stated in the Certificate Identification. It stays in-force for the period for which the Covered Person's premium has been paid.

The Covered Person's coverage may be continued in force, as provided in the Continuation of Insurance clause. If the Policy is not renewed or the Covered Person is no longer eligible for coverage the Covered Person's coverage will cease at the termination date.

**CERTIFICATE IDENTIFICATION**

POLICYHOLDER:	United Business Association
POLICY NUMBER:	GAH-022 FD8-1000000
POLICY EFFECTIVE DATE:	July 4, 2013
POLICY ANNIVERSARY DATE:	July 4
STATE OF ISSUE:	District of Columbia
CERTIFICATE NUMBER:	00000000000

**(PLEASE NOTE THAT THIS SCHEDULE PAGE REPLACES ANY SCHEDULE PAGE PREVIOUSLY ISSUED TO YOU)**

## SCHEDULE OF BENEFITS

### Covered Classes

All active Members and enrolled Spouses and Dependent Children of the Policyholder
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### Time Period for Loss

Any Covered Loss must occur within:	365 days of the Covered Accident
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This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in the Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Covered Person's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Member Principal Sum:	\$1,000
Spouse or Domestic Partner Principal Sum:	\$1,000
Dependent Child(ren) Principal Sum:	\$1,000

### SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

### ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

<b>EXPOSURE AND DISAPPEARANCE COVERAGE</b>	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .
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### ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

<b>EMERGENCY TREATMENT BENEFIT</b>	
Benefit Amount	\$1,000 per visit
Maximum Number of Visits	5 per year

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## GENERAL DEFINITIONS

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Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized within the text of the Policy have the meanings set forth below.

### **Active Service**

An Member will be considered in Active Service with the Policyholder on any day that is either of the following:

1. one of the Policyholder's scheduled work days on which the Member is performing his regular duties on a full-time basis, either at one of the Policyholder's usual places of business or at some other location to which the Policyholder's business requires the Member to travel;
2. a scheduled holiday; vacation day; or period of approved paid leave of absence; other than sick leave, only if the Member was in Active Service on the Preceding scheduled workday;
3. a day on which the Member meets all the conditions of membership of the Policyholder.

An eligible Dependent Child or eligible Spouse or Domestic Partner of the Member is considered in Active Service if he is none of the following:

1. an Inpatient in a Hospital; or receiving Outpatient care for chemotherapy or radiation therapy;
2. Confined at home under the care of Physician for Sickness or Injury;
3. Totally Disabled.

### **Age**

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under the Policy. Thereafter, it is his Age attained on: the last Policy anniversary;

### **Aircraft**

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

### **Certificate**

The Certificate is not the Policy and is evidence of the Employee/Member's coverage under the Policy. Coverage is subject to the Policy provisions.

### **Complications of Pregnancy**

Conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy, including, but not limited to: acute nephritis; nephrosis; cardiac decompensation; missed abortion; and similar medical and surgical conditions of comparable severity; but does not include: false labor; pre-term or premature labor; occasional spotting; physician prescribed rest during the period of pregnancy; morning Sickness; hyperemesis gravidarum; pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy. Also included is: a non-elective cesarean section; termination of ectopic pregnancy; and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

### **Core Plan**

The noncontributory plan of benefits provided under the Policy.

### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under the Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;



3. occurs while the Covered Person is attending any event sponsored by the Policyholder;
4. is not otherwise excluded under the terms of the Policy.

**Covered Injury**

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

**Covered Loss**

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the Schedule of Covered Losses;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

**Covered Person**

An eligible person in a covered class, as shown in the Schedule of Benefits: for whom an enrollment form has been accepted by Us; and required premium has been paid when due; and for whom coverage under the Policy remains in force. The term Covered Person shall include, where the Policy provides coverage, an eligible Spouse or Domestic Partner and eligible Dependent Children.

**Dependent Child(ren)**

An Member's unmarried child who meets the following requirements:

1. A child from live birth to 21 years old;
2. A child who is 21 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Member;
3. A child who is 21 or more years old but less than 23 years old, who was enrolled in a school as a full-time student and primarily supported by the Member, who must take a leave of absence that commences when the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of coverage. The fact that a Physician may prescribe, authorize, or direct a service does not itself make it Medically Necessary or covered by the Policy. We will continue the child's coverage until the date that is the earlier of one year after the first day of the leave of absence, or the date that the coverage would have terminated under the terms of the plan;
4. A child who is 21 or more years old, primarily supported by the Member and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Member's:

1. natural child;
2. child of the Member's Domestic Partner;
3. adopted child, beginning with any waiting period pending finalization of the child's adoption;
4. stepchild who resides with the Member;
5. minor grandchild, niece, or nephew under the primary care of the Member, and if the legal guardian of the minor grandchild, niece, or nephew, if other than the Member, is not covered by an accident or sickness policy;
6. child for whom the Member is legal guardian, as long as the child

resides with the Member and depends on the Member for financial support. Financial support means that the Member is eligible to claim the dependent for purposes of Federal and State income tax returns.

If an Member who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with the Member for at least six consecutive months and intend to reside with the Member for an indefinite period of time.

**Domestic Partners**

A person who has registered in a state or local domestic partner registry with an Insured;  
OR

1. Shares the Insured Person's permanent residence;
2. Has resided with the Insured Person continuously for at least six months and is expected to reside with the Insured Person indefinitely;
3. Is financially interdependent with the Insured Person in each of the following ways:
  - a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;
  - b. by owning or leasing their permanent residence as joint tenants;
  - c. by naming, or being named by, the Insured Person 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 not signed a Domestic Partner declaration with any other person within the last 12 months;
5. Is no less than 18 years of age and not more than 70 years of age;
6. Is not legally married to any other person;

In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

An employee may insure an unregistered Domestic Partner as defined above if all of the following conditions are met:

1. The Insured Person has not been married to any person within the past 12 months;
2. The Domestic Partner is the only person meeting this Policy's definition of Domestic Partner with respect to the Insured Person;
3. The Insured Person and the Domestic Partner furnish a notarized affidavit *or* signed statement reflecting these requirements, and an agreement to notify the Company the requirements cease to be met, on a form acceptable to the Company.

**Effective Date**

The date on which insurance under the Policy begins as shown in the Schedule of Benefits.

**Emergency Room Treatment**

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in

deterioration to the point of placing a Covered Person's life in jeopardy or cause serious impairment to bodily functions.

**Employee**

For eligibility purposes, an Employee of the Policyholder who is in one of the covered classes.

**Employer**

The Policyholder and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under the Policy on the date of issue or subsequently agreed to by Us.

**He, His, Him**

Refers to any individual, male or female.

**Hospital**

An institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

**Hospital Stay**

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

**Inpatient**

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Insured**

A person: (1) who is a member of an eligible class of person as described in the Schedule of Benefits; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Member**

For eligibility purposes, a Member is any one of the following:

1. an Employee of the Policyholder,;
2. an Employee of a Member in good standing of a Policyholder;
3. a person who meets all of the conditions of membership of a Policyholder;

and who is a United States citizen or has a permanent alien registration card and who is in one of the Covered Classes.

<b>Nurse</b>	A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not: <ol style="list-style-type: none"><li>1. employed or retained by the Policyholder;</li><li>2. living in the Covered Person's household; or</li><li>3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.</li></ol>
<b>Outpatient</b>	A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.
<b>Permanent Total Disability</b>	A Member who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.
<b>Physical Therapist</b>	Any practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.
<b>Physician</b>	A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not: <ol style="list-style-type: none"><li>1. employed or retained by the Policyholder;</li><li>2. living in the Covered Person's household;</li><li>3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.</li></ol>
<b>Policy</b>	A legal contract between the Policyholder and the Company which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.
<b>Policyholder</b>	The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.
<b>Rehabilitation Facility</b>	A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which: <ol style="list-style-type: none"><li>1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;</li><li>2. is duly licensed by the appropriate government agency to provide such services; and</li><li>3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.</li></ol> <p>A Rehabilitation Facility does not include institutions which provide only minimal care; custodial care; care for the terminally ill; part-time care; or services or facilities for drug abuse or alcoholism.</p>
<b>Related Stays</b>	Successive stays in a Hospital unless: <ol style="list-style-type: none"><li>1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or</li><li>2. the stays are separated by at least 180 days.</li></ol>
<b>Schedule of Benefits</b>	A brief outline of the coverage and benefits provided by this Policy.
<b>Sickness</b>	A physical or mental illness including pregnancy. Complications of

pregnancy are considered a Sickness.

**Spouse**

The Member's lawful spouse.

**Termination Date**

The date on which insurance ends as defined later in this Policy.

**Terrorism or Terrorist Act**

Any hostile or violent act carried out by a group of persons having political or military goals but not operating on behalf of a foreign state and whose purpose is to compel an act or omission by any other person or governmental entity.

or

**Domestic Terrorism** means the unlawful use, or threatened use, of force or violence, by a group or individual based and operating entirely within the United States or Puerto Rico without foreign direction, committed against persons or property to intimidate or coerce: a government; the civilian population; or any segment thereof; in furtherance of political or social objectives.

**International Terrorism** means violent acts or acts dangerous to human life occurring inside or outside of the United States: that are a violation of the criminal laws of the United States or any state; or that would be a criminal violation if committed within the jurisdiction of the United States or any state. The acts are committed to: intimidate or coerce a civilian population; influence the policy of a government by intimidation or coercion; or affect the conduct of a government by assassination or kidnapping.

**International Terrorist Group** means any group: practicing; or that has significant subgroups that practice; international terrorism that has been designated as a foreign terrorist organization by the United States Department of State.

**Totally Disabled or Total Disability**

Totally Disabled or Total Disability means either:

1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of: education; training; or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including: eating; transferring; dressing; toileting; bathing; and continence;; without human supervision or assistance.

**We, Us, Our**

Catlin Insurance Company, Inc.

**You, Your**

The Member to whom the certificate is issued.

**ELIGIBILITY AND EFFECTIVE DATE PROVISIONS**

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**Policy Effective Date**

The Insurance Company agrees to provide Accident Insurance Benefits described in the Policy in consideration of: the Policyholder's application; and payment of the initial premium when due. Insurance coverage for the Policyholder begins on the Policy Effective Date shown on the Policy's first page.

**Eligibility**

A Member becomes eligible for insurance under the Policy on the date: he meets all of the requirements of one of the covered classes; and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* and is insured under the Core Plan. A Spouse or Domestic Partner and Dependent Children of an eligible Member become eligible for any dependent insurance provided by the Policy on the later of: the date the Member becomes eligible; and the date the Spouse or Domestic Partner or Dependent Child meets the applicable

definition shown in the *Definitions* section of the Policy. No person may be eligible for insurance under the Policy as both a Member and a Spouse or Domestic Partner or Dependent Child at the same time.

A Member whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the first day of the month coinciding with or next following the date of the change.

### **Effective Date for Individuals**

Insurance becomes effective for an eligible Member on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
2. the date the Member becomes eligible;
3. the date We receive and accept the Member's completed enrollment form during his lifetime.

We may, from time to time, require the Member to re-enroll using forms supplied by Us to keep his insurance in force.

Insurance becomes effective for a Member's eligible Dependent Children on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
2. the date the Member's insurance becomes effective;
3. the date the Dependent Child meets the definition of Spouse or Domestic Partner or Dependent Child, as applicable;
4. the date We receive the Member's completed enrollment form for Spouse or Domestic Partner and Dependent Child coverage, during each Dependent Child's lifetime.

**Newborn Children:** A Member's newborn child is automatically covered from the moment of birth until such child is 31 days old if all other eligible children are covered under the certificate prior to the birth of the newborn child. Coverage for newborns shall be the same as for all other covered Dependent Children. The Member must notify the Company in writing within 31 days of such birth and pay the required additional premium (if any), in order to have coverage for the newborn child continue beyond such 31 day period.

**Adopted Children:** An adopted child is automatically covered for the first 31 days from: the date of placement for the purpose of adoption; or the date of the entry of an order granting the adoptive parent custody of the child if all other eligible children are covered under the certificate prior to: the date of placement; or date of the entry. Coverage for such child will be the same as for all other covered Dependent Children. The Member must: notify the Company in writing within 31 days of: the date of placement; or the date of the entry; and pay the required additional premium (if any); in order to have coverage for the adopted child continue beyond such 31 day period.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by the Policy; or
2. a change in the Member's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

### **TERMINATION OF INSURANCE**

The insurance on a Covered Person will end on the earliest date below:

1. the date the Policy or insurance for a covered class is terminated;
2. the date the Policyholder's coverage under the Policy ends;
3. the next premium due date after the date the Covered Person is no longer in a covered class or satisfies eligibility requirements under the Policy;
4. the last day of the last period for which premium is paid;
5. with respect to a Spouse or Domestic Partner or Dependent Child, the date of the death of the covered Member. See *Continuation of Insurance* section;
6. the date that the plan of benefits under which the Covered Person is covered is terminated.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

## CONTINUATION OF INSURANCE

Insurance for the covered Spouse or Domestic Partner and Dependent Children may be continued if a covered Spouse or Domestic Partner's and Dependent Children's insurance would otherwise end because of death of or divorce from the covered Member. The Covered Spouse or Domestic Partner must:

1. submit a written request for continued insurance to Us within 31 days of the event; and
2. pay the required premium to the Policyholder, directly to Us.

Insurance continued under this provision may not exceed the amount of insurance in force on the day before insurance as a covered Spouse or Domestic Partner ended, nor may a Spouse or Domestic Partner add any Dependent Children for insurance.

Premiums for insurance continued under this provision will start with: the Premium Due Date on; or next following the date of the event. If a Spouse or Domestic Partner does not: elect to continue insurance under this provision; or does not provide notification within the required time period; insurance will not be continued and any premium paid from the date of the event will be refunded. However, if notification is not given to Us within the time period required in (1.) above, any return of premium will be limited to any excess paid in the last six months.

Any Continuation of Insurance is subject to Our continuing to offer insurance under the Policy to new applicants.

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## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in: a riot; insurrection; or Terrorist Act;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. Terrorism or Terrorist Acts;
7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
8. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
9. participation in any motorized race or contest of speed;
10. 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;
11. medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence, including malpractice;
12. travel in any Aircraft owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
13. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
14. voluntary ingestion of any narcotic; drug; poison; gas; or fumes; unless: prescribed or taken under the direction of a Physician; and taken in accordance with the prescribed dosage;
15. injuries compensable under: Workers' Compensation law; or any similar law;
16. a Covered Accident that occurs while on active duty service in: the military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.

## CLAIM PROVISIONS

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us: within 31 days after a Covered Loss occurs or begins; or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us: at Our Home Office in Houston, Texas; or such other place as We may designate for the purpose; or to Our authorized agent. Notice should include: the Policyholder's name and policy number; and the Covered Person's name; address; policy; and certificate number.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in the Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine: whether benefits are payable; or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss; then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

The Plan Administrator of the Policyholder's employee welfare benefit plan (the Plan) has selected the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by the Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion: to interpret the terms of the Plan documents; to decide questions of eligibility for coverage or benefits under the Plan; and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under the Policy.

### **Time of Payment of Claims**

We will pay benefits due under the Policy for any loss other than a loss for which the Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under the Policy, unless otherwise stated, will be payable to the covered Member or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in



good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

### **Legal Actions**

No action at law or in equity may be brought to recover under the Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

### **Beneficiary**

The beneficiary is the person or persons the Member names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by the Policy. A separate beneficiary may be designated to receive any Accidental Death Benefit payable at the death of the Member's Spouse or Domestic Partner or Dependent Child.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Member has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Member dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse or Domestic Partner;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Member.

### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods:

1. A request for lump sum payment of the overpaid amount;
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

## **ADMINISTRATIVE PROVISIONS**

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### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect.

### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 6-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of the Policy change;

2. the terms of the Policyholder's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from the Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

### **Payment of Premium**

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, the Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

### **Grace Period**

1. Policy

A Policy Grace Period of 31 days will be granted for payment of required premiums under the Policy. The Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.

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## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

The Policy, including: the endorsements; amendments; and any attached papers; constitutes the entire contract of insurance. No change in the Policy will be valid until: approved by one of Our executive officers; and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

### **Misstatement of Fact**

If the Covered Person has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Certificates**

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list: the benefits; conditions; and limits of the Policy. It will state to whom benefits will be paid.

### **Multiple Certificates**

The Covered Person may have in force only one certificate at a time under the Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

### **Assignment**

The rights and benefits under the Policy may not be assigned and any attempt to assign will be void.

### **Incontestability**

1. Of The Policy or Participation Under The Policy  
All statements made by the Policyholder to obtain the Policy are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; or to deny the validity of the Policy or of participation under the Policy; unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause the Policy to be contested except for fraud.

2. Of A Covered Person's Insurance  
All statements made by a Covered Person are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from: the Covered Person's effective date of insurance; or from the effective date of increased benefits; no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

### **Policy Termination**

We may terminate coverage on or after the first anniversary of the policy effective date. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

### **Reinstatement**

The Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are: written application of the Policyholder satisfactory to Us; and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, We will adjust the premium fairly.

### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

### **Policy Changes**

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

### **Workers' Compensation Insurance**

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

### **Examination of the Policy**

This Policy will be available for inspection at the Policyholder's office during regular business hours.

### **Examination of Records**

We will be permitted to examine all of the Policyholder's records relating to this Policy. Examination may occur at any reasonable time while the Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Policy; or, if later,
2. upon the final adjustment and settlement of all Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

## **DESCRIPTION OF COVERAGES AND BENEFITS**

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**This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided by the Policy. Benefit amounts; benefit periods; and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within the Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms; conditions; and limitations applicable to these coverages and benefits.**

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

### Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by: natural; surgical; or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by: natural; surgical; or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by: natural; surgical; or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.

### Exclusions

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

### **ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES**

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

### **EXPOSURE AND DISAPPEARANCE COVERAGE**

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of: the wrecking;

sinking; or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under the Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**Exclusions**                    The exclusions that apply to this coverage are in the *Common Exclusions* Section.

**RIDER:** AHAG 404 (DC) 0712  
POLICY HOLDER: United Business Association  
POLICY NUMBER: GAH-022 FD8-1000000  
POLICY EFFECTIVE DATE: July 4, 2013  
POLICY ANNIVERSARY DATE: July 4  
POLICY TERM: July 4, 2013 until cancellation  
STATE OF ISSUANCE: District of Columbia  
RIDER EFFECTIVE DATE: September 1, 2016

### EMERGENCY TREATMENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Emergency Room Treatment by a Physician in a Hospital Emergency Room subject to the Maximum Number of Visit in the *Schedule of Benefits*.

**Definition** For purposes of this benefit:  
**Emergency Room** means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

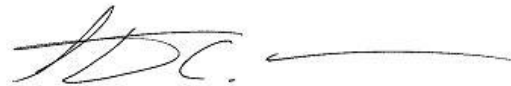
**Exclusions** For purposes of this benefit:  
In addition to the General Exclusions stated in the Policy, We will not cover charges under this Rider for:

1. Hernia, however caused;
2. Services or treatment provided by a family member or the Covered Person;
3. Cosmetic surgery or procedures;
4. Any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity;
5. Pregnancy or childbirth

The President and Secretary of Catlin Insurance Company, Inc. witness this Rider.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

**Limited Benefit, Please Read Carefully**

## District of Columbia Life & Health Insurance Guaranty Association Act of 1992

### Summary of General Purposes and Current Limitations of Coverage

Residents of the District of Columbia who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in the District of Columbia to write these types of insurance are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the District of Columbia and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is limited, however, as noted on the other side of this page.

### Disclaimer

*The District of Columbia Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned on residence in the District of Columbia. Other conditions may also preclude coverage.*

*The District of Columbia Life and Health Insurance Guaranty Association or the District of Columbia Insurance Commissioner will respond to any question you may have which are not answered by this document. Your insurer and agent are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy. You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Act of 1992 when selecting an insurer. Policyholders with additional questions may contact:*

Ms. Gennet Purcell  
Commissioner  
District of Columbia Department of Insurance, Securities  
and Banking  
810 First Street, N.E., Suite 701  
Washington, DC 20002  
(202) 727-8000

Mr. Robert M. Willis  
Executive Director  
District of Columbia Life and Health Insurance  
Guaranty Association  
1200 G St., N.W.  
Washington, DC 20005  
(202) 434-8771  
Fax: (202) 347-2990

The District of Columbia law that provides for this safety-net coverage is called the Life and Health Insurance Guaranty Association Act of 1992. This page contains a brief summary of the law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act of the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

### **Coverage**

Generally, individuals will be protected by the District of Columbia Life and Health Insurance Guaranty Association if they live in the District of Columbia and are insured under a health insurance, life insurance, or annuity contract issued by a member insurer, or they are insured under a group insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of insured persons are protected as well, even if they live in another state.

## **Exclusions from Coverage**

*However, persons holding such policies are not protected by this Guaranty Association if:*

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside of that state of incorporation);
- Their insurer was not authorized to do business in the District of Columbia: or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

### ***The Guaranty Association also does not provide coverage for:***

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits or its employees or members to the extent the plan is self-funded or uninsured;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

### ***Limits on amount of coverage***

*The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:*

- *the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or*
- *with respect to any one life, regardless of the number of policies, contracts, or certificates:*
  - *\$300,000 in life insurance death benefits but not more than \$100,000 in net cash surrender or net cash withdrawal values for life insurance; or*
  - *\$100,000 in health insurance benefits, including net cash surrender or net cash withdrawal values; or*
  - *\$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values.*

*Finally, in no event is the Guaranty Association liable for more than \$300,000 with respect to any one individual.*



# NOTICE TO POLICYHOLDERS

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## FRAUD NOTICE

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### STATE SPECIFIC PROVISIONS

- Arkansas** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Colorado** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- District of Columbia** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- Florida** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- Hawaii** For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.
- Kentucky** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- Louisiana** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Maine** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
- Maryland** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- New Jersey** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

# NOTICE TO POLICYHOLDERS

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## New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

## New York

### **All commercial insurance forms, except as provided for automobile insurance:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

### **Automobile insurance forms**

Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

**Fire Insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.

## Ohio

Any person who, with 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 is guilty of insurance fraud.

## Oklahoma

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

## Oregon

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

In order for us to deny a claim on the basis of misstatements, misrepresentations, omissions or concealments on your part, we must show that:

- A.** The misinformation is material to the content of the policy;
- B.** We relied upon the misinformation; and
- C.** The information was either:
  - 1.** Material to the risk assumed by us; or
  - 2.** Provided fraudulently.

For remedies other than the denial of a claim, misstatements, misrepresentations, omissions or concealments on your part must either be fraudulent or material to our interests.

With regard to fire insurance, in order to trigger the right to remedy, material misrepresentations must be willful or intentional.

Misstatements, misrepresentations, omissions or concealments on your part are not fraudulent unless they are made with the intent to knowingly defraud.

# NOTICE TO POLICYHOLDERS

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- Pennsylvania** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- Auto:** Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.
- Puerto Rico** Any person who knowingly and with the intention to defraud includes false information in an application for insurance or file, assist or abet in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousands dollars (\$5,000), not to exceed ten thousands dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.
- Rhode Island** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- Tennessee** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- Virginia** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- Washington** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- West Virginia** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## NOTICE TO POLICYHOLDERS

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# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”)

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning the possible impact on your insurance coverage provided under your policy due to directives issued by OFAC. Please read this Policyholder Notice carefully.

OFAC administers and enforces economic and trade sanctions based on US foreign policy and national security goals based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as "Specially Designated Nationals and Blocked Persons." This list can be found on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated US sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

Catlin insurance group [the “Companies”], believes personal information that we collect about our customers, potential customers, and proposed insureds [referred to collectively in this Privacy Policy as “customers”] must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act [“GLBA”], we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the Catlin insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information [unless prohibited by law], and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for [a] determining eligibility for the product or service sought by the customer, [b] administering the product or service obtained, and [c] advising the customer about our products and services. The information we collect generally comes from the following sources:

Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;

Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

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Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and

Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## **Retention and Correction of Personal Information**

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## **Storage of Personal Information**

We have in place safeguards to protect data and paper files containing personal information.

## **Sharing/Disclosing of Personal Information**

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information [piloting, skydiving, etc.] solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## **Policy for Personal Information Relating to Nonpublic Personal Health Information**

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

## **Access to Your Information**

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Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

Your independent insurance agent or broker;

An independent claim adjuster or investigator, or an attorney or expert involved in the claim;

Persons or organizations that conduct scientific studies, including actuaries and accountants;

An insurance support organization;

Another insurer if to prevent fraud or to properly underwrite a risk;

A state insurance department or other governmental agency, if required by federal, state or local laws; or

Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

### **Violation of the Privacy Policy**

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.