

# NEW JERSEY

**GAP** **MAX** <sup>SM</sup>

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

Max Your Benefits.



*These Group Insurance Certificates are for the Gap Max Plan<sup>SM</sup> **purchased on or after 090717**. If you purchased the Gap Max 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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## GROUP ACCIDENT CERTIFICATE

**POLICYHOLDER:** Catlin Insurance Company, Inc. Insurance Trust  
**PARTICIPATING ORGANIZATION:** United Business Association;  
**POLICY NUMBER:** GAH-022 FD8-1000000;  
**POLICY EFFECTIVE DATE:** July 4, 2013;  
**POLICY ANNIVERSARY DATE:** July 1;  
**POLICY TERM:** July 1, 2013 until cancellation;  
**STATE OF DELIVERY:** New Jersey

This Certificate of Insurance is issued under the terms of the Policy issued to the Policyholder. Coverage is only described in the Certificate of Insurance. It is not the insurance contract. The Policy is the only contract under which benefits are paid. The Policy may be examined, upon request, at the office of the Policyholder.

We insure each person in one of the Classes of Eligible Persons provided the required premium is paid when due. We will pay the benefits described in the Policy for certain losses resulting directly, and independently of all other causes, from an accident or accidental bodily injuries that:

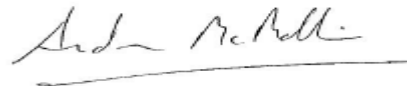
1. occur while the Policy is in force and Your coverage is in effect; and
2. arise out of participation in a Covered Activity and Hazard described in the Policy, subject to all the provisions, conditions, exclusions and limitations of the Policy.

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

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

**THIS IS A CERTIFICATE FOR BLANKET ACCIDENT INSURANCE.  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.  
LIMITED BENEFIT, PLEASE READ THE CERTIFICATE CAREFULLY.**

## **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.

**SCHEDULE OF BENEFITS**

**PARTICIPATING ORGANIZATION:** United Business Association;  
**ADDRESS:** 409 W Vickery Blvd, Fort Worth, TX 76104;  
**POLICY NUMBER:** GAH-022 FD8-1000000;  
**POLICY EFFECTIVE DATE:** July 4, 2013;  
**POLICY ANNIVERSARY DATE:** July 4;  
**POLICY TERM:** July 4, 2013 until cancellation;

**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:	\$5,000
Spouse Principal Sum:	\$5,000
Dependent Child(ren) Principal Sum:	\$5,000

**SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
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>ACCIDENT MEDICAL BENEFIT</b>	
Deductible	\$100
Accident Medical Expense Limit	\$10,000

<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.

### **Administrator**

The entity or organization named on the Policy Face Page that is empowered by their contract with Us to process, administer, and manage the terms of the Group Policy on Our behalf.

### **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.

### **Civil Union**

A same-sex relationship similar to marriage that is recognized by law.

### **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, participating in or traveling to and from 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**

An Insured's lawful spouse or Domestic Partner; or partner to a civil union or Civil Union partner; or an Insured'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 Insured; (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 Insured, 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 Insured 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 Insured's: (1) natural child; (2) child of the Insured's Civil Union Partner or Domestic Partner; (3) adopted child, beginning with any waiting period pending finalization of the child's adoption; (4) stepchild who resides with the Insured, unless group term life insurance is provided by a non-custodial parent pursuant to a Qualified Domestic Relations Order; (5) minor grandchild, niece, or

nephew under the primary care of the Insured; (6) child for whom the Insured is legal guardian, as long as the child resides with the Insured and depends on the Insured for financial support. Financial support means that the Insured is eligible to claim the dependent for purposes of Federal and State income tax returns.

If an Insured 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 Insured for at least six consecutive months and intend to reside with the Insured for an indefinite period of time.

<b>Domestic Partner</b>	An unmarried same or opposite sex adult who resides with the Insured and has registered in a state or local domestic partner registry with the Insured.
<b>Effective Date</b>	The date on which insurance under the Policy begins as shown in the Schedule of Benefits.
<b>Emergency Room Treatment</b>	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.
<b>Employee</b>	For eligibility purposes, an Employee of the Policyholder who is in one of the covered classes.
<b>Employer</b>	The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> and which are covered under the Policy on the date of issue or subsequently agreed to by Us.
<b>He, His, Him</b>	Refers to any individual, male or female.
<b>Hospital</b>	<p>An institution that meets all of the following:</p> <ol style="list-style-type: none"><li>1. it is licensed as a Hospital pursuant to applicable law;</li><li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li><li>3. it is managed under the supervision of a staff of medical doctors;</li><li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);</li><li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;</li><li>6. it charges for its services.</li></ol> <p>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.</p> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"><li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li><li>2. the aged, drug addicts or alcoholics;</li><li>3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.</li></ol>
<b>Hospital Stay</b>	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 - 180 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, not including a temporary or seasonal Employee;
2. an Employee of a Member in good standing of a Policyholder, not including a temporary or seasonal employee;
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.

**Nurse**

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:

1. employed or retained by the Policyholder;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.

**Outpatient**

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

**Participating Organization**

(a) An organization in the travel industry such as a travel agency, tour operator, cruise line, airline, rental car agency; (b) an organization which provides travel, accident and health benefits; baggage, property or other insurance programs such as a credit card provider, bank, financial institution or association; or (c) an employer group or any other defined group or sponsoring organization which provides travel, accident and health benefits; baggage, property or other insurance programs to its employees or members, and who agree to carry out the responsibilities of a Participating Organization as set forth in the General Provisions section of the Group Policy.

**Permanent Total Disability**

An Member Spouse or Domestic Partner who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.

**Physical Therapist**

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.

**Physician**

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:

1. employed or retained by the Policyholder;
2. living in the Covered Person's household;
3. a parent, sibling, spouse or Domestic Partner or child of the Covered Person.

<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>	<p>A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:</p> <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>	<p>Successive stays in a Hospital unless:</p> <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.
<b>Spouse</b>	A person of the same or opposite sex who is legally married to the Insured under the laws of the state or jurisdiction in which the marriage took place.
<b>Termination Date</b>	The date on which insurance ends as defined later in this Policy.
<b>Terrorism or Terrorist Act</b>	<p>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.</p> <p><i>or</i></p> <p><b>Domestic Terrorism</b> 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.</p> <p><b>International Terrorism</b> 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</p>

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.

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**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 Group 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 an Employee 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;
6. the date that the plan of benefits under which the Covered Person is covered is terminated.
7. the date the Covered Person ceases to participate in the Catlin Insurance Company, Inc. Insurance Trust;
8. the date the Covered Person ceases to be contracted with the Participating Organization named on his/her application;
9. the date the Participating Organization stops participation.

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.

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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 thereof 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. Sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from: an accidental external cut or wound; or accidental ingestion of contaminated food;
- 12. medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence, including malpractice;
- 13. 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;
- 14. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
- 15. the voluntary use of illegal drugs;
- 16. the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions;
- 17. intentional misuse of prescription drugs;
- 18. 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

Upon receipt of a notice of claim, We will send to the claimant claim forms for filing proof of loss. If such forms are not sent within 15 days after the giving of 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 occurrence, character, 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.

### **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 6 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-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 falling due after the first premium. 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.

## GENERAL PROVISIONS

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### Entire Contract; Changes

The Policy, including: the endorsements; amendments; the signed application of the Policyholder, the questionnaire of the Sponsoring Organization, and any attached papers; constitutes the entire contract of insurance between the Policyholder, the Sponsoring Organization and the Company. 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 Group 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 three 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 three 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 State Statutes**

Any provision of the Policy which, on its effective date, is in conflict with the requirements of the jurisdiction in which the Insured resides on the effective date is automatically changed to satisfy the minimum requirements of such laws.

## **Participating Organization's Rights and Duties**

The Participating Organization will, upon Our request, give Us or Our Administrator: (a) the names of all person initially eligible; and (2) the names of all additional person who become eligible; and (3) the names of all person whose insurance is canceled; and (4) any data necessary to calculate premiums; and (5) any other information requested by Us.

Failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Participating Organization, with Our approval, may keep the important insurance records on all Insureds. The Participating Organization must give Us or Our Administrator information, when and in the form We ask, to administer the insurance provided by this Group Policy. The insurance records must be open for Our inspection at any reasonable time.

The Participating Organization agrees to collect premiums from Insureds and remit them to Us or Our Administrator promptly when due, subject to the Grace Period. The Participating Organization will be the payee for any returned premiums We pay.

### **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.

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness: which resulted directly and independently from all other causes from a Covered Accident; and from which [the Covered Person] is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

**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.

**ADDITIONAL ACCIDENT BENEFITS**

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

**ACCIDENT MEDICAL BENEFIT**

We will pay the Usual and Customary charges for Medically Necessary Covered Medical Services after the Deductible is satisfied incurred by the Covered Person resulting from a Covered Accident. The first treatment or service must occur within 90 days of the Covered Accident and all subsequent treatments must be incurred within 52 weeks of the Covered Accident. Benefits will be paid up to the amount stated in the Certificate Schedule.

**Definitions**

**Covered Medical Service** means any of the following services, treatments or items:

- **Hospital Room and Board** – We will pay for the daily room rate when: a Covered Person is Hospital confined; and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this Covered Medical Charges, the date of admission will be counted, but not the date of discharge.
- **In-Patient Hospital Services** – We will pay for: confinement in an intensive care unit; cardiac care unit; and any other Hospital confinement.
- **Ancillary Hospital Charges** – We will pay for services and supplies including, but not limited to: operating room; laboratory tests; anesthesia; in-hospital physiotherapy; nurse services; pre-admission tests; and medicines (excluding take home drugs when Hospital Confined).
- **Medical Emergency Care and Treatment** – We will pay within 24 hours of a Covered Accident and including: attending Physician's charges; X-rays; laboratory procedures; use of the emergency room; and supplies when followed by admission to a Hospital.
- **Outpatient Surgical Charges** – We will pay for: surgical room and supply charges for use of the surgical facility; X-Rays; laboratory procedures and tests; CT scans; CAT scans; MRIs; and any radiological procedures.
- **Physician Services** – We will pay for the following Physician Services:
  1. **Surgical Charges** – charges for performing surgical procedures. Two or more surgical procedures through the same incision will be considered as one procedure.
  2. **Assistant Physician Charges** - charges by an assistant surgeon/Physician assisting the primary Physician.
  3. **Other Physician Charges** – charges including, but not limited to: the treatment of fractured and dislocated bones; operations that involve cutting or incision; and/or suturing of wounds or any other surgical procedure; including aftercare; which is given in the outpatient department of a Hospital.
  4. **Physician's Surgical Facilities** – charges for the use of the Physician's surgical facilities.
  5. **Second Opinion or Consultation** – charges for a second surgical opinion or consultation.
  6. **Anesthesia Charges** – charges for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
  7. **In-Hospital or Office Visits** – charges for non-surgical treatment/examination expenses (excluding medicines) including: the Physician's initial visit; each necessary follow-up visit; and consultation visits when referred by the attending Physician.
  8. **Nursing Services** – charges for the services of a registered nurse (RN).
- **Physical Medicine (Physiotherapy)** – We will pay for inpatient or outpatient physiotherapy treatment(s) to include office visits connected with such treatment when prescribed by a Physician, including: diathermy; ultrasonic; whirlpool; heat treatments; adjustments; manipulation; massage; or any form of physical therapy.
- **Ambulance Services** – We will pay for ambulance service to transport the Covered Person from the emergency site to the Hospital. We will pay for ambulance transportation from the first Hospital to another Hospital, if a Physician specifies in writing that specialized care not available in the first Hospital to which the Covered Person was transported is necessary to treat his or her Covered Injury(ies).

- **Medical Equipment Rental** – We will pay for rental or purchase, if less of a wheelchair, hospital bed or other medical equipment that has permanent or temporary therapeutic value. Permanent or temporary therapeutic value is determined by the Company.
- **Medical Services and Supplies** – We will pay for: blood and blood transfusions; oxygen; and other gases. We will pay for the cost and administration of the services and supplies.
- **Dental Services** – We will pay for dental charges including dental x-rays for the repair or treatment of each injured tooth that is whole and sound and a natural tooth at the time of the Covered Accident. Dental charges related to the installation of: crowns; caps; bridges; and dentures; oral surgery; and endodontic as a result of a Covered Accident. Repair or replacement of caps and crowns that existed prior to the Covered Accident.
- **Prescription Drugs** – We will pay for prescription drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA); unless prescribed by a Physician for therapeutic use. The expense for a prescription drug is limited to the cost of a generic drug unless: (1) substitution of a generic drug is prohibited by law; or (2) no generic drug is available; or (3) the Covered Person's Physician specifically requests that a non-generic drug be dispensed to the Covered Person.
- **Eyeglasses, Contact Lenses and Hearing Aids** – We will pay for: eyeglasses; contact lenses; and hearing aids when they are damaged in a Covered Accident that requires medical treatment.
- **Artificial Instruments** – We will pay for: initial artificial limb(s); eye(s); larynx; dental device(s); and any other orthopedic prosthetic appliance(s); including fitting. We will not pay for future repair or replacement of artificial: limb(s); eye(s); larynx; dental device(s); or any other orthopedic prosthetic appliance(s).
- **Rehabilitation Treatment** - We will pay for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Physician.
- **Skilled Nursing Facility** – We will pay for services at a valid skilled nursing facility where such location is dedicated to the care of individuals in a residential facility, usually there on a long-term basis. These facilities specialize in the watching, but not serious enough where hospitalization is required.

**Hospital Confine(d)** means admission to a Hospital as a registered resident bed-patient for at least 24 consecutive hours by a Physician.

**Rehabilitation Facility** means a Hospital or special unit of a Hospital designated as a Rehabilitation Facility or a free standing facility which provides: physical therapy; occupational therapy; or speech therapy pursuant to the law of the jurisdiction in which treatment is received.

**Extended Care Facility** means an institution operating pursuant to applicable laws that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and registered. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.

**Home Health Care** means: nursing care; treatment; and items necessary to a person's care and health provided in the Covered Person's house as part of an overall extended treatment plan. To qualify for Home Health Care:

1. The Home Health Care must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
2. Nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified home health care agency and nursing service; and
3. Items necessary to a person's care and health must be provided by the attending Physician or by the provider of the nursing care services.

**Pre-Existing Conditions** means a condition for which a Covered Person received any: diagnosis; medical advice; care; or treatment was received or recommended within the 6 monthly period immediately preceding the effective date of the Covered Person's coverage.

**Medical Repatriation** means transporting a Covered Person back to his or her Primary Residence or to the country where he or she was assigned. Such repatriation shall only result from the Covered Person being injured during a Covered Activity.

**Usual and Customary** means the average amount charged by most providers for: treatment; services; or supplies in the geographic area where the: treatment; service; or supply is provided.

**Deductible** means the dollar amount of Covered Medical Charges that must be occurred as an out of pocket charge by each Covered Person on a per Covered Accident basis before Accident Medical Benefit benefits are payable under this benefit.

**Health Care Plan** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

1. Group or blanket insurance, whether on an Insured or self-funded basis;
2. Hospital or medical service organizations on a group basis;
3. Health Maintenance Organization plans;
4. Group labor management plans;
5. Employee benefit organization plan;
6. Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

**Covered Expenses** means expenses incurred by or on behalf of a Covered Person for: treatment; services; and supplies covered by this Policy. Coverage under the Policyholder's Policy must remain continuously in force from the date of the Covered Accident until the date: treatment; services; or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such: treatment; service; or supply; that gave rise to the expense or the charge, was rendered or obtained.

**Pro Rata** means the portion of the total benefits payable under this Policy, in the absence of other insurance, relative to the total benefits payable under all Health Care Plans. In no event will the total benefits payable exceed 100% of the incurred expense.

## Exclusions

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

1. Pre-Existing Conditions;
2. Treatment by persons employed or retained by the Policyholder, or by any Immediate Family Member or member of the Covered Person's household;
3. Treatment of: sickness; disease; or viral infection except: pyogenic infection;
4. Treatment of: hernia; Osgood-Schlatter's Disease; osteochondritis; appendicitis; osteomyelitis; cardiac disease or conditions; pathological fractures; congenital weakness; detached retina unless caused by a Covered injury or mental disorder; or psychological or psychiatric care/counseling or treatment (except as provided in the Policy), whether or not caused by a Covered Accident;
5. Pregnancy; childbirth; miscarriage; abortion; or any complication of: childbirth; miscarriage; or abortion; unless due to a Covered Injury;
6. Mental and Nervous Disorder (except as provided in the Policy);
7. Damage to or loss of dentures or bridges; or damage to existing orthodontic equipment (except as specifically covered by the Policy);
8. Services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
9. Charges for injuries caused while: riding in or on; entering into or alighting from; or being struck by a 2 or 3-wheeled motor vehicle; or a motor vehicle not designed primarily for use on public streets or highways;
10. Participation in or practice for: interscholastic tackle football; intercollegiate sports; semi-professional sports; or professional sports (unless specifically covered under the Policy);
11. Covered Medical Charges for which the Covered Person would not be responsible for in the absence of this Policy;
12. Conditions that are not caused by a Covered Accident;
13. Any elective: treatment; surgery; health treatment; or examination; (including any: service; treatment; or supplies that: (a) are deemed by Us to be experimental; or (b) are not recognized and generally accepted medical practices in the United States;

14. Orthopedic appliance used mainly to protect an Injury so that a Covered Person can take part in the Covered Activity;
15. Treatment of injuries that result over a period of time (such as: blisters; tennis elbow; etc.);
16. Treatment or services provided by a private duty nurse;
17. Replacement of artificial: limbs; eyes; larynx; dental devices; or any other prosthetic appliances;
18. Blood; blood plasma; or blood storage; except charges by a Hospital for processing or administration of blood;
19. Cosmetic; plastic; or restorative surgery; except needed as a result of the Covered Injury;
20. Any: treatment; service; or supply not specifically covered by the Policy;
21. Personal comfort or convenience items, such as but not limited to: Hospital telephone charges; television rental; or guest meals;
22. Charges incurred for: dental care; treatment; repair; or replacement of sound natural teeth;
23. Charges incurred for: eye examinations; eye glasses; contact lenses; or hearing aids or the: fitting; repair; or replacement of these items;
24. Routine physical examinations and related medical services; elective treatment or surgery; or investigative treatments of procedures;
25. A Medical Repatriation;
26. Charges for rest cures or custodial care;
27. Treatment in any: Veteran's Administration; Federal or state facility; unless there is a legal obligation to pay;
28. Services or treatment provided by an infirmary operated by the Policyholder;
29. Treatment of an injury resulting from or contributing to by: frostbite; fainting; or seizures; or heatstroke; or heat exhaustion;
30. aggravation of an injury the Covered Person suffered before participating in the activity, unless We receive a written medical release from the Covered Person's Physician;

### Scope of Coverage

**Full Excess Benefits** – If a Covered Person incurs Covered Medical Charges, We will pay the applicable benefit, subject to any applicable Deductible and Benefit Period shown on the Schedule of Benefits that are in excess of amounts payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

Failure by a Covered Person to follow the terms and conditions of his or her primary coverage will result in a benefit reduction of Covered Medical Charges to 50% of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after a Covered Accident. Such Covered Accident must occur outside the geographic area served by the primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.



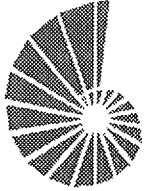
**Grievances**

If you are dissatisfied with the resolution reached through Our internal grievance system regarding medical necessity, you may contact the Director, Office of the Health Care Ombudsman and Bill of Rights at the following:

For Medical Necessity cases, District of Columbia Department of Health Care Finance  
Office of the Health Care Ombudsman and Bill of Rights  
899 North Capital Street, N.E.  
6th Floor  
Washington, D.C. 20002  
1 (877) 685-6391  
Fax: (202) 478-1397

If you are dissatisfied with the resolution reached through Our internal grievance system regarding all other grievances, you may contact the Commissioner at the following:

For Non -Medical Necessity cases, Commissioner William P. White  
Department of Insurance, Securities and Banking  
810 First St. N.E., 7th Floor  
Washington, D.C. 20002  
202-727-8000  
Fax: (202) 354-1085



# WINDSOR LIFE

INSURANCE COMPANY

1345 River Bend Dr Dallas, Texas 75247 Toll Free 1-877-368-3927

## *Group Certificate*

This is a health insurance Certificate. It pays a lump sum benefit for a Critical Illness, as defined in the Group Policy and this Certificate. The attached Enrollment Application is part of the Certificate. Please read and check it carefully. This Certificate is issued on the basis that your answers are correct and complete. If it is not complete or has an error, please let us know immediately. An incorrect application may cause your coverage to be voided, or a claim to be reduced or denied.

This Certificate describes the principal provisions of, but does not constitute the contract of insurance. The actual contract, referred to as the Group Policy, is available for inspection at the office of the Group Policyholder during regular business hours. The Group Policy Number and the name and address of the Group Policyholder are shown in the Certificate Schedule.

In this Certificate, Windsor Life Insurance Company is called "the Company", "we", "our", "ours", or "us". The insured persons (Association members and their Spouses) are "you", "your", or "yours". Capitalized terms used in this Certificate that are not proper names or section titles have the express meaning set forth in the Definitions sections of this Certificate.

Please read this Certificate carefully. It contains DEFINITIONS, BENEFITS, EXCLUSIONS, and LIMITATIONS.

  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_  
President

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## Sample Certificate Schedule

### Critical Illness Benefit Plan

INSUREDS:	PLAN SPECIFICATIONS:
<p>PRIMARY INSURED: <b>MARY J. DOE</b></p> <p>DATE OF BIRTH: <b>October 18, 1978</b></p> <p>EFFECTIVE DATE OF COVERAGE: <b>September 1, 2016</b></p>	<ul style="list-style-type: none"><li>• Critical Illness Benefit: maximum of \$2,500 per Covered Insured at issue</li> <li>• Benefit may increase, subject to the conditions contained in the "Benefit Provisions" section of this Certificate.</li> <li>• At no time will the Critical Illness Benefit exceed \$25,000 per Covered Insured</li></ul>
<p>SPOUSE: <b>JOHN H. DOE</b></p> <p>DATE OF BIRTH: <b>May 2, 1974</b></p> <p>EFFECTIVE DATE OF COVERAGE: <b>September 1, 2016</b></p>	
<p>CERTIFICATE NUMBER: <b>012345</b></p> <p>GROUP POLICYHOLDER: <b>UNITED BUSINESS ASSOCIATION</b></p> <p>GROUP POLICY NUMBER: <b>WL-BLCI-001006</b></p> <p>GROUP POLICYHOLDER'S ADDRESS: <b>409 West Vickery, Fort Worth, Texas 76104</b></p>	
<p>BENEFICIARY FOR PRIMARY INSURED: <b>SELF</b></p> <p>BENEFICIARY FOR SPOUSE: <b>SELF</b></p>	

**SECTION 2 – DEFINITIONS**

<b>In this Certificate:</b>	
<b>Age</b>	means, on the Effective Date of Coverage, your age on your last birthday. Your Age increases one year on each Coverage Anniversary. For purposes of this Certificate, this age increase always occurs on the Coverage Anniversary even if your actual birthday occurs (as in most cases) during the Coverage Year prior to the Coverage Anniversary.
<b>Association</b>	means the same as the Group Policyholder. This is the entity to which you applied and became a member and through which you are eligible for this coverage.
<b>Beneficiary</b>	means the person or entity who receives the benefit if we receive notice that you are not living on the date we pay the benefit. (Otherwise, the benefit is paid to directly to you.) This is explained in the "Payment of Benefit" section below.
<b>Certificate</b>	means the written description of coverage provided to you that explains your coverage under the Group Policy.
<b>Coverage Anniversary</b>	means any anniversary of your Effective Date of Coverage.
<b>Coverage Year</b>	means the 12 month period ending on any Coverage Anniversary.
<b>Covered Insured</b>	means the Primary Insured or Spouse insured under the Group Policy. In this Certificate, "Covered Insured" has the same meaning as "you".
<b>Critical Illness</b>	means one of the diseases or conditions in the section "Critical Illness: Definition and Diagnosis" for which positive diagnosis is made by a Physician, subject to the Requirements of Diagnosis set out in the section "Critical Illness: Definition and Diagnosis".
<b>Effective Date of Coverage</b>	means the date your coverage becomes effective, as shown in the Certificate Schedule or any attached endorsements. It is possible for a Spouse to have an Effective Date of Coverage later than the Primary Insured (if, for example, the Primary Insured marries after the date his own coverage took effect).
<b>Enrollment Application</b>	means the application which you completed to become a member in the Association. The Enrollment Application is attached to and made a part of this contract.
<b>First Occurs or First Occurrence</b>	means the date you were positively diagnosed by a Physician as having a Critical Illness for the first time.
<b>Group Policy</b>	means the contract issued to the Group Policyholder providing the benefits described.
<b>Group Policyholder</b>	means the entity in whose name the group insurance contract ("Group Policy") is issued.
<b>Immediate Family Member</b>	means your spouse, parent, son, daughter, brother, sister, grandchild, or any family member related to you by marriage.
<b>Physician</b>	means a licensed physician or other practitioner of the healing arts who is practicing within the scope of his license. An Immediate Family Member is not considered a Physician.
<b>Primary Insured</b>	means the active member of the Association to whom the Certificate is issued.

<p><b>Spouse</b></p>	<p>means a Primary Insured’s lawful spouse. The term “Spouse” shall include only the person to whom the Primary Insured is married, and whose marriage has been licensed, solemnized and registered in accordance with the statutory law of the jurisdiction in which the marriage occurred. In the case of a common law spouse, the Company requires a “Declaration and Registration of Informal Marriage” issued by a county clerk in the resident county, and signed by the eligible Primary Insured and the spouse attesting to the fact that a common law marriage relationship exists.</p>
<p><b>The Company, We, Our, Ours, or Us</b></p>	<p>refers to <b>WINDSOR LIFE INSURANCE COMPANY</b>.</p>
<p><b>You, Your or Yours</b></p>	<p>refers to the person or persons who are covered under this Certificate. “You”, “your” and “yours” apply to all Covered Insureds equally. When this Certificate wishes to refer specifically to <i>only</i> the Primary Insured or <i>only</i> the Spouse, it uses the terms “Primary Insured” or “Spouse”.</p>

**SECTION 3 – GENERAL PROVISIONS**

<p><b>Eligibility for Insurance</b></p>	<p>All active members of the Association and their Spouses, as set forth in the Group Policy, are eligible for coverage, subject to the following age restriction: coverage is only available to individuals between the ages of 18 and 64, inclusive.</p>
<p><b>When Coverage Starts</b></p>	<p>Your coverage starts at 12:01 a.m., Standard Time, at your home on your Effective Date of Coverage. Your Effective Date of Coverage can be found in the Certificate Schedule.</p> <p>If a Primary Insured marries while an active member of the Association, coverage for the Spouse begins on the 1<sup>st</sup> of the month following the date the Spouse is recognized as such by the Association, subject to the Association’s guidelines.</p> <p>Each Covered Insured should be listed in the Certificate Schedule, along with the appropriate Effective Date of Coverage. <b>It is your responsibility to provide the Association with information on any changes in marital status that would affect your insurance coverage.</b> It is the Association’s responsibility to provide to you updated Certificate Schedules or endorsements reflecting any changes in coverage.</p>
<p><b>When Coverage Stops</b></p> <p><i>All periods of coverage under your Certificate begin and end at 12:01 a.m., Standard Time, at your home.</i></p>	<p>The insurance provided under your Certificate will terminate with regard to a specific Covered Insured (coverage for other Covered Insureds, if any, will remain in force) on the earliest of the following dates:</p> <ul style="list-style-type: none"> <li>• the date the Covered Insured reaches Age 65;</li> <li>• the date a Benefit is paid to that Covered Insured;</li> <li>• the date the Covered Insured dies;</li> </ul> <p>and, in addition:</p> <ul style="list-style-type: none"> <li>• with respect to Spouses, the date the Spouse is no longer considered the spouse of an active member of the Association, subject to the Association’s guidelines.</li> </ul> <p>The insurance provided under your Certificate will terminate for all Covered Insureds simultaneously on the earliest of the following dates:</p> <ul style="list-style-type: none"> <li>• the date the Primary Insured is no longer considered an active member of the Association, subject to the Association’s guidelines;</li> <li>• the date the Primary Insured dies;</li> <li>• the date the Group Policy terminates.</li> </ul> <p>A valid claim will still be considered for payment after the date coverage terminates, as long as it First Occurred while your coverage was still in force.</p>
<p><b>Renewable at the Option of the Company</b></p>	<p>We will renew your Certificate as long as: (1) the Group Policy remains in force; and (2) you remain a member of the Association, subject to the Association’s guidelines.</p>

**SECTION 4 – PREMIUM PAYMENT PROVISIONS**

<p><b>No Premiums Payable by You</b></p>	<p>It is the responsibility of the Group Policyholder to submit payment for your coverage on your behalf. At no time will you owe any premiums to us for your coverage.</p>
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**SECTION 5 – BENEFIT PROVISIONS**

<p><b>Critical Illness Benefit Amount</b></p>	<p>We pay a benefit if you are diagnosed as having a Critical Illness for the first time. We pay this benefit only if the Critical Illness First Occurs after your Effective Date of Coverage and while your coverage under this Certificate is in force. We pay the Critical Illness Benefit only one time, regardless of the subsequent occurrence of the same or different Critical Illness affecting you. It is a lump sum benefit. Once the benefit is paid, coverage for you alone under the Certificate terminates. (Coverage for your spouse, if any, will remain in force.)</p> <p>The benefit is paid as follows:</p> <p>If you have been insured under this Certificate for <i>less than</i> 12 continuous months following your Effective Date of Coverage and immediately prior to the First Occurrence of a Critical Illness, the Critical Illness Benefit is <b>\$2,500</b>.</p> <p>If you have been insured under this Certificate for <i>at least</i> 12 continuous months following your Effective Date of Coverage and immediately prior to the First Occurrence of a Critical Illness, the Critical Illness Benefit is <b>\$25,000</b>.</p>
<p><b>Notice of Claim</b></p>	<p>You must notify us within 30 days after a covered loss occurs or starts, or as soon as possible. Notice is sent to our home office (for the address, refer to the Certificate Signature Page or any attached endorsements). All notices should always include the Covered and Primary Insured's name(s), current address, and Certificate number.</p>
<p><b>Claim Forms</b></p>	<p>When we receive a notice of claim, we send forms for filing proof of loss. If we do not do so within 15 days, you should submit in writing the nature and extent of the loss. The statement should be sent within the time noted for Proof of Loss. Claim forms may also be requested from <b>Windsor Life Insurance Company</b> at { (877) ENTEXAS}.</p>
<p><b>Proof of Loss</b></p>	<p>Written proof must be given within 90 days after the loss or as soon as possible. In any event, the proof required must be given no later than one year from the time specified unless you were legally unable to do so.</p>
<p><b>Examination of Hospital or Physician Records</b></p>	<p>We may, at our expense, examine your hospital and Physician records as often as reasonably necessary while a claim is pending.</p>
<p><b>Physical Examination and Autopsy</b></p>	<p>When a claim is submitted, we have the right to have you examined as often as reasonably necessary. In case of death, we have the right to have an autopsy performed where it is not forbidden by law. We pay all expenses for these procedures.</p>

**SECTION 6 – PAYMENT OF BENEFIT**

<p><b>Lump Sum</b></p>	<p>We will pay the Critical Illness Benefit in a lump sum, unless otherwise agreed. The benefit is paid directly to you. Any benefit unpaid when you die is paid to your Beneficiary. Your chosen Beneficiary is indicated in the Certificate Schedule.</p>
<p><b>Interest on Payment</b></p>	<p>A lump sum payment is made immediately when we get written proof of loss. We will add interest to our lump sum payment, figured from the date of your loss until the date of our payment. The interest will be calculated at a rate of 3% per year, or if greater, at the interest rate, if any, required by law in the state where the Group Policy was issued.</p>



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**SECTION 6 – PAYMENT OF BENEFIT**

<b>Beneficiary</b>	<p>The Critical Illness Benefit provided under the Certificate is payable to you unless otherwise designated by you. Should you die before the settlement of a pending claim under your Certificate, the amount of the claim is payable to the designated Beneficiary of your Certificate. Such designation must be in writing to us and, once we acknowledge receipt of your written notice, will be effective on the date it was signed by you.</p> <p>If you have designated a Beneficiary, his or her name will appear in your Certificate Schedule. If there is no named Beneficiary, the benefit is paid:</p> <ul style="list-style-type: none"><li>(1) to your living lawful spouse; or</li><li>(2) if you do not have one, in equal shares to your living lawful children; or</li><li>(3) if there are none, in equal shares to your living lawful parents; or</li><li>(4) if there are none, in equal shares to your living lawful brothers and sisters; or</li><li>(5) if there are none, to your estate.</li></ul> <p>Spouse means only the one to whom you were lawfully married on the date of your death. (See definition of “Spouse” in the Definitions section for further clarification.) Except in the case of a legal adoption, lawful children, parents, brothers and sisters do not mean “step” children, parents, brothers or sisters.</p>
<b>Change of Beneficiary</b>	<p>Unless you indicate that a Beneficiary cannot be changed, you can change the Beneficiary at any time. The Beneficiary’s consent is not needed. We will make the change only if we first acknowledge receipt of your written request to do so. It will take effect on the date the request was signed by you. The change is subject to: (1) the rights of any assignee; and (2) any payment made or action taken before our acknowledgement.</p>

**SECTION 7 – CRITICAL ILLNESS: Definition and Requirements of Diagnosis**

<b>Critical Illness: Definition</b>	<p>The following Critical Illnesses must also meet the criteria established in the Requirements of Diagnosis section:</p>
<b>Life-Threatening Cancer</b>	<p>Life-Threatening Cancer includes only those types of cancer manifested by the presence of a malignant tumor, characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood or the lymphatic system. As used herein, Leukemia and Hodgkin's Disease (except Stage I Hodgkin's Disease) shall be considered Life Threatening Cancer.</p> <p>Life Threatening Cancer does not include: 1) premalignant tumors or polyps; 2) cancer in situ; 3) carcinoid of the appendix; 4) Stage 0 transitional carcinoma of urinary bladder; or 5) any skin cancers other than malignant melanomas.</p>
<b>Heart Attack</b>	<p>Heart Attack means an acute myocardial infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more of the coronary arteries and resulting in the loss of normal function of the heart.</p>
<b>Stroke</b>	<p>Stroke means an acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least thirty (30) days. This definition of Stroke shall specifically exclude transient ischemic attack (mini-stroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits.</p>

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**SECTION 7 – CRITICAL ILLNESS: Definition and Requirements of Diagnosis**

<b>Critical Illness: Requirements of Diagnosis</b>	We must be furnished in writing a diagnosis of conditions by a Physician. This diagnosis must include documentation supported by clinical, radiological, histological, or laboratory evidence of the condition. We may require at our expense an additional examination by a Physician of our choice.
<b>Life-Threatening Cancer</b>	Life-Threatening Cancer must be positively diagnosed by a Physician certified by the American Board of Pathology to practice Pathologic Anatomy, or a certified Osteopathic Pathologist. Diagnosis must be based on a microscopic examination of fixed tissue or preparations from the hemic system (either during life or post-mortem). The pathologist establishing the diagnosis shall base his judgment solely on the criteria of malignancy as accepted by the American Board of Pathology or the Osteopathic Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen. Clinical diagnosis alone will not meet this standard.
<b>Heart Attack</b>	The diagnosis of a Heart Attack must be made by a Physician board-certified in Cardiology and based on both of (1) New clinical presentation and/or electrocardiographic changes consistent with an evolving heart attack; and (2) Serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a diagnosis of heart attack. Established (old) Myocardial Infarction is excluded.
<b>Stroke</b>	The diagnosis of a Stroke must be made by a Physician board-certified in Neurology.

**SECTION 8 – LIMITATIONS & EXCLUSIONS**

<b>Exclusions</b>	We do not pay any benefits: (1) for a Critical Illness that First Occurs before your Effective Date of Coverage (2) if your coverage is not in force on the date the Critical Illness First Occurs (3) if the Certificate is not in force on the date the Critical Illness First Occurs (4) for any condition that is not diagnosed as a Critical Illness
<b>Limitations</b>	(1) Coverage for Critical Illness ceases at Age 65. (2) The Lifetime Maximum Certificate Benefit for each Covered Insured is \$25,000

**SECTION 9 – OTHER INFORMATION**

<b>Pronouns</b>	Masculine pronouns also refer to the feminine gender unless stated otherwise.
<b>Misstatement of Age</b>	If your Age is incorrectly stated, then (1) If your Certificate would not have been issued had you correctly stated your Age, the Certificate is treated as if it never existed. No benefits are paid. (2) If your coverage would have stopped if you had correctly stated your Age, no benefits will be paid for a Critical Illness that First Occurred after the date coverage would have stopped.

<p><b>Incontestability</b></p>	<p>Certificates issued under this Group Policy are incontestable with respect to a particular Covered Insured after coverage has been in force for two (2) years from the Effective Date of Coverage for that Covered Insured. Only a statement contained in a written instrument signed by the Primary or Covered Insured and attached to this Certificate can be used to contest validity of the Certificate.</p> <p>All of your statements are considered representations and not warranties.</p>
<p><b>Alternative Dispute Resolution</b></p>	<p>If you and the Company do not agree on the diagnosis (as defined in the contract), either may request the opinion of a Medical Referee at our expense. Such a request must be submitted in writing and must include a description of the issue disagreed upon. If it is mutually acceptable to pursue the opinion of a Medical Referee, each party shall select a Physician and shall notify the other party of the Physician chosen.</p> <p>Each Physician will examine you and your medical records.</p> <p>If the two Physicians are unable to agree, they will appoint a disinterested third Physician acceptable to both to act as the Medical Referee.</p> <p>Such Medical Referee must be a board-certified specialist in the medical field pertinent to the issue disputed. The Medical Referee shall meet with the other two Physicians, if necessary, at a mutually agreed upon time and place in an attempt to resolve the differences.</p> <p>If the decision of the Medical Referee is in your favor, the Company will accept the decision as binding and pay the cost of your Physician, the Company's Physician and the Medical Referee.</p> <p>If the decision is in favor of the Company, the Company will pay the cost of its Physician and the Medical Referee (but not the cost of your Physician). However, a decision in favor of the Company is not binding on you, and you may appeal further as provided by law.</p>
<p><b>Agency</b></p>	<p>For all intents and purposes under this Group Policy, the Group Policyholder acts on its own behalf or as an agent of each Covered Insured. Under no circumstances will the Group Policyholder be deemed an agent of Windsor Life Insurance Company.</p>
<p><b>Certificates</b></p>	<p>It is the responsibility of the Group Policyholder to deliver to you this Certificate describing the principal terms of your coverage.</p> <p>Changes to the Covered Insureds (such as addition or deletion of a Spouse) and their Effective Dates of Coverage will be indicated in the Certificate Schedule and updated Schedules or endorsements will be provided to you by the Group Policyholder.</p> <p>The Group Policyholder will attach to this Certificate a copy of your Enrollment Application and any written correspondence signed by you pertaining directly to requests for coverage of a Spouse (such as those including the Spouse's name, age or date of birth).</p>
<p><b>Conformity</b></p>	<p>Any provision of the Group Policy or this Certificate which, on your Effective Date of Coverage, is in conflict with the statutes of the state in which you reside on such date is hereby amended to conform to the minimum requirements of such statutes.</p>
<p><b>Entire Contract</b></p>	<p>The Group Policy, the Group Policyholder's application, your Certificate, the attached Enrollment Application, and any attached papers or endorsements constitute the entire contract. No change in the Certificate is effective unless approved in writing by one of our officers. The approval must be noted on or attached to the Certificate. No agent may change the Certificate or waive any of its provisions.</p>