# TEXAS

GAPMAX℠


## Gap Max Plan℠
## Member Driven Value.
## Group Insurance Certificates

*These Group Insurance Certificates are for the Gap Max Plan℠ **purchased on or after 090717**. If you purchased the Gap Max Plan℠ **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

---

## TEXAS 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

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT THE ASSOCIATION TO DETERMINE WHETHER THE ASSOCIATION IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

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

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

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may contact your agent.

You may call Catlin
toll-free telephone
number for information or to make a
complaint at

**1-877-CATLIN-US**
**Or**
**1-877-228-5468**

You may also write to Catlin
at

**1600 Market Street**
**Suite 1616**
**Philadelphia, PA 19103**
**www.catlin.com**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

**PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de Catlin
para informacion o
para someter una queja al

**1-877-CATLIN-US**
**or**
**1-877-228-5468**

Usted tambien puede escribir a
Catln

**1600 Market Street**
**Suite 1616**
**Philadelphia, PA 19103**
**www.catlin.com**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## 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: | Texas |
| CERTIFICATE NUMBER: | 00000000000 |

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

## SCHEDULE OF BENEFITS

**Covered Classes**

| |
|---|
| All Members and their Spouse and Dependent Children of the Policyholder |

**Time Period for Loss**

| | |
|---|---|
| Any Covered Loss must occur within: | 365 days of the Covered Accident |

**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**

| **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 | 100% 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 S*chedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

| | |
|---|---|
| **EXPOSURE AND DISAPPEARANCE COVERAGE** | Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*. |

**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.

| **ACCIDENT MEDICAL BENEFIT** | |
|---|---|
| Deductible | $100 |
| Accident Medical Expense Limit | $10,000 |

| **EMERGENCY TREATMENT BENEFIT** | |
|---|---|
| Benefit Amount | $1,000 per visit |
| Maximum Number of Visits | 5 per year |

## TABLE OF CONTENTS

**This page is intentionally left blank**

## GENERAL DEFINITIONS

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**

A Member will be considered in Active Service with the Policyholder on the day the Member meets all the conditions of membership of the Policyholder.

An eligible Dependent Child or eligible Spouse 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.

**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 Member's coverage under the Policy. Coverage is subject to the Policy provisions.

**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. 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 and eligible Dependent Children.

**Dependent Child(ren)**

An Member's unmarried child who meets the following requirements:
1. A child from live birth to 25 years old;
2. A grandchild younger than 25 years old and a dependent of the Covered Person for federal income tax purposes at the time application for coverage is made;
3. A child for whom the Covered Person must provide medical support under an order issued under Chapter 154, family Code, or enforceable by a court in this state;

4. A child who is 25 or more years old but less than 30 years old, enrolled in a school as a full-time student;
5. A child who is 25 or more years old, chiefly dependent on the Member for support and maintenance and incapable of self-sustaining employment by reason of mental retardation or physical disability 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 a Member's:
1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild unless group term life insurance is provided by a non-custodial parent pursuant to a Qualified Domestic Relations Order; child or grandchild for whom the Member is legal guardian

**Domestic Partners**

A person of the same or opposite sex who:
1. shares the covered Member's permanent residence;
2. has resided with the covered Member continuously for at least six months and is expected to reside with the covered Member indefinitely;
3. Is financially interdependent with the covered Member in each of the following ways:
   a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
   b. by owning or leasing their permanent residence as joint tenants;
   c. by naming, or being named by, the covered Member 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 signed a Domestic Partner declaration with the covered Member, if the covered Member resides in a jurisdiction which provides for a Domestic Partner declaration;
5. has not signed a Domestic Partner declaration with any other person within the last 12 months;
6. is no less than 18 years not more than 70 years of age;
7. is not legally permitted to marry the covered Member;
8. is not legally married to any other person;
9. is not a blood relative any closer than would prohibit legal marriage.

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.

A covered Member may insure a Domestic Partner if all of the following conditions are met:
1. the covered Member has not been married to any person within the past 12 months;
2. the Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Member;
3. The covered Member and the Domestic Partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.

**Effective Date**

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

**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 Hospitals unless the Covered Person incurs an expense.

**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**

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.

**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 child of the Covered Person.

**Policy**

A legal contract between the Policyholder and the Company which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

**Policyholder**

The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.

**Schedule of Benefits**

A brief outline of the coverage and benefits provided by this Policy.

**Sickness**

A physical or mental illness. Pregnancy is considered a Sickness.

**Spouse***

The Member's lawful spouse.

***The term Spouse includes a Domestic Partner as defined.**

| | |
|---|---|
| **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. |
| **Totally Disabled or Total Disability** | Member: The complete inability of that individual to perform all of the substantial and material duties and functions of the individual's occupation and any other gainful occupation in which the individual earns substantially the same compensation earned before the disability.<br><br>Any other Covered Person besides the Member. Confinement as a bed patient in a Hospital |
| **We, Us, Our** | Catlin Insurance Company, Inc. |
| **You, Your** | The Member to whom the certificate is issued. |

## ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

**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 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 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 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 Dependent Child, as applicable;
4. the date We receive the Member's completed enrollment form for Spouse 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 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 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 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 and Dependent Children may be continued if a covered Spouse's and Dependent Children's insurance would otherwise end because of death of or divorce from the covered Member. The Covered Spouse 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 ended, nor may a Spouse 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 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.

## COMMON EXCLUSIONS

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. 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;
7. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. 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;
10. 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;
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

**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 it was not reasonably possible to give written or authorized electronic/telephonic notice within that time and such 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.

**Notice of Acceptance/Rejection of Claim**
The Company shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Company receives all items, statements, and forms required to secure final proof of loss.

**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, within reason, with Us in the administration of the claim may result in termination of the claim. Such cooperation, within reason, 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 proof of loss is not given within that time, no claim will be invalidated or reduced if it is shown that it was not reasonably possible to provide such proof of the loss within that time and such proof 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.

**Appeal Process of Denied Claims**
Denial of a claim may be appealed orally or in writing by:
1. a Member;
2. a person acting on the Member's behalf;
3. the Members physician or other health care provider

Within 5 working days from receipt of an appeal, we will send a letter acknowledging the date of receipt and provide the following:
1. Appeal process procedures to be followed; and
2. The documents that the appealing party must submit for review.

Notice shall be provided not later than the 2nd working day after the date we receive all information necessary to complete the review.

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 no later than the 60th day after the date 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.

We may pay benefits on the child's behalf to a person who is not a group member if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state.

After written notice to Us, benefits payable on behalf of a child shall be paid to the Texas Department of Human Services if:
1. The member is required to pay child support by a court order or court approved agreement and:
    a. Is a possessory conservator of the child under a court order issued in the State of Texas; or

b. Is not entitled to possession of or access to the child;
2. The Texas Department of Human Services is paying benefits on behalf of the child under Chapter 31 or 32, Human Resources Code; and
3. We are notified through an attachment to the claim for the benefits at the time the claim first submitted to us, that the benefit must be paid directly to the Texas Department of Human Services.

**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 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;
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

**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 60 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.

## GENERAL PROVISIONS

**Entire Contract; Changes**

The Policy, including: the endorsements; application; 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 intentionally misstated any fact material to the risk, 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**

We will be bound by an assignment of a Covered Person's insurance under the Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while: the assignment remains in effect; and insurance under the Policy and the Covered Person's certificate remains in force.

**Incontestability**

1. Of The Policy or Participation Under The Policy

   All written and signed 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 written and signed statement is, or has been, furnished to the Policyholder.

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

2. Of A Covered Person's Insurance
All written and signed 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 written and signed 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 written and signed statements 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

**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 1 years 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.

**IMPORTANT NOTICE TO PERSONS ON MEDICARE**

**THIS IS NOT MEDICARE SUPPLEMENT INSURANCE**

**Some health care services paid for by Medicare may also trigger the payment of benefits from this policy.**

This insurance provides limited benefits, if you meet the policy conditions, for hospital or medical expenses that result from accidental injury. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

**Medicare generally pays for most or all of these expenses.**

**Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:**

- hospitalization
- physician services
- other approved items and services

**This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.**

**Before You Buy This Insurance**

✓ Check the coverage in **all** health insurance policies you already have.

✓ For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare,* available from the insurance company.

✓ For help in understanding your health insurance, contact your state insurance department or state senior insurance counseling program.

| | |
|---|---|
| **RIDER:** | **AHAG 401 (TX) 0412** |
| 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: | Texas |
| RIDER EFFECTIVE DATE: | September 1, 2017 |

## ACCIDENT MEDICAL BENEFIT RIDER

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 Schedule of Benefits.

**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 damage 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 continuous 24 hours a day nursing services by or under the supervision of a registered. graduate professional nurse (RN). It must 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 Condition** means a disease or physical condition for which medical advice or treatment was received by the Covered Person during the twelve (12) months prior to 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; Policy Term basis before Accident Medical Benefit benefits are payable under this Rider.

**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 Rider for:

1. Pre-Existing Conditions. This exclusion will not apply to a loss incurred or a disability commencing after the earlier of: a) the end of a continuous period of twelve (12) months commencing on or after the effective date of the Covered Person's coverage during all of which the Covered Person has received no medical advice or treatment in connection with such disease or physical condition; or b) the end of the two-year period commencing on the effective date of the Covered Person's coverage;
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 infection except: pyogenic infection; or viral or bacterial infections that result from the accidental ingestion of contaminated food substance;
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. Charges incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain (except as provided by the Policy);
9. Charges for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
10. 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;
11. Participation in or practice for: interscholastic tackle football; intercollegiate sports; semi-professional sports; or professional sports (unless specifically covered under the Policy);
12. Covered Medical Charges for which the Covered Person would not be responsible for in the absence of this Policy;

13. Conditions that are not caused by a Covered Accident;
14. 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;
15. Charges payable by any automobile insurance policy without regard to fault (this exclusion does not apply in any state where prohibited);
16. Orthopedic appliance used mainly to protect an Injury so that a Covered Person can take part in the Covered Activity;
17. Treatment of injuries that result over a period of time (such as: blisters; tennis elbow; etc.);
18. Treatment or services provided by a private duty nurse;
19. Replacement of artificial: limbs; eyes; larynx; dental devices; or any other prosthetic appliances;
20. Blood; blood plasma; or blood storage; except charges by a Hospital for processing or administration of blood;
21. Cosmetic; plastic; or restorative surgery; except needed as a result of the Covered Injury;
22. Any: treatment; service; or supply not specifically covered by the Policy;
23. Personal comfort or convenience items, such as but not limited to: Hospital telephone charges; television rental; or guest meals;
24. Charges incurred for: eye examinations; eye glasses; contact lenses; or hearing aids or the: fitting; repair; or replacement of these items;
25. Routine physical examinations and related medical services; elective treatment or surgery; or investigative treatments of procedures;
26. A Medical Repatriation;
27. Charges for rest cures or custodial care;
28. Treatment in any: Veteran's Administration; Federal or state facility; unless there is a legal obligation to pay;
29. Services or treatment provided by an infirmary operated by the Policyholder;
30. Treatment of an injury resulting from or contributing to by: frostbite; fainting; or seizures; or heatstroke; or heat exhaustion;
31. 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;

**COORDINATION OF THE GROUP CONTRACT'S BENEFITS WITH OTHER BENEFITS**

I. APPLICABILITY

A. This Coordination of Benefits ("COB") provision applies to This Plan when an Insured or covered Dependent has health care coverage under more than one Plan.

B. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

(1) Shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another plan; but

(2) May be reduced when, under the order of benefits determination rules, another plan determines its benefits first. The above reduction is described in Section IV "Effect on the Benefits of This Plan."

II. DEFINITIONS

A. **Plan** means any of these which provides benefits or services for, or because of, medical or dental care or treatment:

(1) Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.

(2) Coverage under a governmental plan, or coverage required or provided by law. This does not

include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs of the United States Social Security Act (42 U.S.C.A. 301 et seq.), as amended from time to time).

Each contract or other arrangement for coverage under (1) or (2) is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

B. **This Plan** means a part of the group contract that provides benefits for health care expenses.

C. **Primary Plan/Secondary Plan** means the order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another plan covering the person.

When This Plan is a Primary Plan, its benefits are determined before those of the other plan and without considering the other plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits.

When there are more than two plans covering the Insured, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

D. **Allowable Expense** means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary either in terms of generally accepted medical practice, or as specifically defined in the Plan.

When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

E. **Claim Determination Period** means a calendar year. However, it does not include any part of a year during which an Insured has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.

III. ORDER OF BENEFIT DETERMINATION RULES

A. General. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless;

(1) The other Plan has rules coordinating its benefits with those of This Plan; and

(2) Both those rules and This Plan's rules, in subsection (B) below, require that This Plan's benefits be determined before those of the other Plan.

B. Rules. This Plan determines its order of benefits using the first of the following rules which applies:

(1) Non-Dependent/Dependent. The benefits of the Plan which covers the person as an Insured (that is, other than as a Dependent) are determined before those of the Plan which covers the person as a Dependent; except that: if the person is also a Medicare beneficiary, Medicare is

(a) Secondary to the Plan covering the person as a Dependent; and

(b) Primary to the Plan covering the person as other than a Dependent, for example a retired employee.

(2) Dependent Child/Parents not Separated or Divorced. Except as stated in Subsection (B)(3) below,

when This Plan and another Plan cover the same child as a Dependent of different person, called "parents:"

(a) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but

(b) If both parents have the same birthday, the benefits of the Plan which covered the parents longer are determined before those of the Plan which covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described in Subsection (2)(a) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

(3) Dependent Child/Separated or Divorced. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

(a) First, the Plan of the parent with custody of the child;

(b) Then, the Plan of the spouse of the parent with the custody of the child; and

(c) Finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. The Plan of the other parent shall be the Secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

(4) Dependent Child/Joint Custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in Paragraph III subsection B(2) above.

(5) Active/Inactive Employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's Dependent) are determined before those of a Plan which covers that person as a laid off or retired employee (or as that employee's Dependent). If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule (4 5) is ignored.

(6) Continuation coverage. If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:

(a) First, the benefits of a Plan covering the person as an employee, member or subscriber (or as that person's Dependent);

(b) Second, the benefits under the continuation coverage.

If the other Plan does not contain the order of benefits determination described within this subsection, and if, as a result, the plans do not agree on the order of benefits, this requirement shall be ignored.

(7) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter term.

IV. EFFECT ON THE BENEFITS OF THIS PLAN

A. When This Section Applies. This Section IV applies when, in accordance with Section III "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other plans. In that event the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other plans" in (B) immediately below.

B. Reduction in this Plan's Benefits. The benefits of This Plan will be reduced when the sum of:

(1) The benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and

(2) The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses.

When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

V. FACILITY OF PAYMENT

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

VI. RIGHT OF RECOVERY

If the amount of the payments made by Us are more than it should have paid under this COB provision, it may recover the excess from one or more of:

A. The persons it has paid or for whom it has paid;

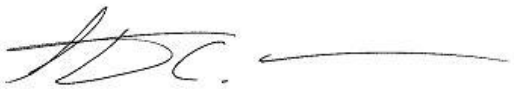
B. Insurance companies; or

C. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

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

President



Secretary

| | |
|---|---|
| **RIDER:** | **AHAG 404 (TX) 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: | Texas |
| RIDER EFFECTIVE DATE: | September 1, 2017 |

## EMERGENCY TREATMENT BENEFIT

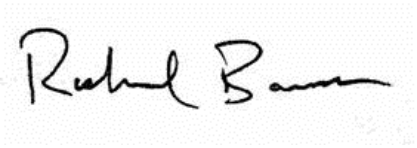
We will pay the benefit shown in the *Schedule of Benefits*, if a Covered Person requires Emergency Room Treatment by a Physician in a Hospital Emergency Room subject to the Maximum Number of Visit in the *Schedule of Benefits*.

**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.

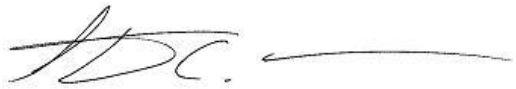
**Exclusions** For purposes of this benefit:
In addition to the General Exclusions stated in the Policy, We will not cover charges under this Rider for:

32. Hernia, however caused;
33. Services or treatment provided by a family member or the Covered Person;
34. Cosmetic surgery or procedures;
35. Any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity;
36. Pregnancy or childbirth

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



President



Secretary

**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

# *TABLE OF CONTENTS*

## *Sample Certificate Schedule*

### Critical Illness Benefit Plan

| INSUREDS: | PLAN SPECIFICATIONS: |
|---|---|
| PRIMARY INSURED: **MARY J. DOE**<br>DATE OF BIRTH: **October 18, 1978**<br>EFFECTIVE DATE OF COVERAGE: **September 1, 2016** | • Critical Illness Benefit: maximum of $2,500 per Covered Insured at issue |
| SPOUSE: **JOHN H. DOE**<br>DATE OF BIRTH: **May 2, 1974**<br>EFFECTIVE DATE OF COVERAGE: **September 1, 2016** | • Benefit may increase, subject to the conditions contained in the "Benefit Provisions" section of this Certificate. |
| CERTIFICATE NUMBER: **012345**<br>GROUP POLICYHOLDER: **UNITED BUSINESS ASSOCIATION**<br>GROUP POLICY NUMBER: **WL-BLCI-001006**<br>GROUP POLICYHOLDER'S ADDRESS:<br>**409 West Vickery, Fort Worth, Texas 76104** | • At no time will the Critical Illness Benefit exceed $25,000 per Covered Insured |
| BENEFICIARY FOR PRIMARY INSURED: **SELF**<br>BENEFICIARY FOR SPOUSE: **SELF** | |

| SECTION 2 – DEFINITIONS | |
|---|---|
| **In this Certificate:** | |
| **Age** | 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. |
| **Association** | 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. |
| **Beneficiary** | 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. |
| **Certificate** | means the written description of coverage provided to you that explains your coverage under the Group Policy. |
| **Coverage Anniversary** | means any anniversary of your Effective Date of Coverage. |
| **Coverage Year** | means the 12 month period ending on any Coverage Anniversary. |
| **Covered Insured** | means the Primary Insured or Spouse insured under the Group Policy. In this Certificate, "Covered Insured" has the same meaning as "you". |
| **Critical Illness** | 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". |
| **Effective Date of Coverage** | 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). |
| **Enrollment Application** | 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. |
| **First Occurs or First Occurrence** | means the date you were positively diagnosed by a Physician as having a Critical Illness for the first time. |
| **Group Policy** | means the contract issued to the Group Policyholder providing the benefits described. |
| **Group Policyholder** | means the entity in whose name the group insurance contract ("Group Policy") is issued. |
| **Immediate Family Member** | means your spouse, parent, son, daughter, brother, sister, grandchild, or any family member related to you by marriage. |
| **Physician** | 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. |
| **Primary Insured** | means the active member of the Association to whom the Certificate is issued. |

| . . . Continued . . . | SECTION 2 – DEFINITIONS |
|---|---|
| **Spouse** | 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. |
| **The Company, We, Our, Ours, or Us** | refers to **WINDSOR LIFE INSURANCE COMPANY**. |
| **You, Your or Yours** | 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 *only* the Primary Insured or *only* the Spouse, it uses the terms "Primary Insured" or "Spouse". |

| SECTION 3 – GENERAL PROVISIONS | |
|---|---|
| **Eligibility for Insurance** | 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. |
| **When Coverage Starts** | 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.<br><br>If a Primary Insured marries while an active member of the Association, coverage for the Spouse begins on the 1st of the month following the date the Spouse is recognized as such by the Association, subject to the Association's guidelines.<br><br>Each Covered Insured should be listed in the Certificate Schedule, along with the appropriate Effective Date of Coverage. **It is your responsibility to provide the Association with information on any changes in marital status that would affect your insurance coverage.** It is the Association's responsibility to provide to you updated Certificate Schedules or endorsements reflecting any changes in coverage. |
| **When Coverage Stops**<br><br>*All periods of coverage under your Certificate begin and end at 12:01 a.m., Standard Time, at your home.* | 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:<br><br>• the date the Covered Insured reaches Age 65;<br>• the date a Benefit is paid to that Covered Insured;<br>• the date the Covered Insured dies;<br><br>and, in addition:<br><br>• 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.<br><br>The insurance provided under your Certificate will terminate for all Covered Insureds simultaneously on the earliest of the following dates:<br><br>• the date the Primary Insured is no longer considered an active member of the Association, subject to the Association's guidelines;<br>• the date the Primary Insured dies;<br>• the date the Group Policy terminates.<br><br>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. |
| **Renewable at the Option of the Company** | 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. |

| SECTION 4 – PREMIUM PAYMENT PROVISIONS | |
|---|---|
| **No Premiums Payable by You** | 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. |

| SECTION 5 – BENEFIT PROVISIONS | |
|---|---|
| **Critical Illness Benefit Amount** | 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.)<br><br>The benefit is paid as follows:<br><br>If you have been insured under this Certificate for *less than* 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 **$2,500**.<br><br>If you have been insured under this Certificate for *at least* 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 **$25,000**. |
| **Notice of Claim** | 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. |
| **Claim Forms** | 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 **Windsor Life Insurance Company** at { **(877) ENTEXAS}.** |
| **Proof of Loss** | 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. |
| **Examination of Hospital or Physician Records** | We may, at our expense, examine your hospital and Physician records as often as reasonably necessary while a claim is pending. |
| **Physical Examination and Autopsy** | 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. |

| SECTION 6 – PAYMENT OF BENEFIT | |
|---|---|
| **Lump Sum** | 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. |
| **Interest on Payment** | 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. |

| . . . Continued . . . | SECTION 6 – PAYMENT OF BENEFIT |
|---|---|
| **Beneficiary** | 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.<br>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:<br>(1) to your living lawful spouse; or<br>(2) if you do not have one, in equal shares to your living lawful children; or<br>(3) if there are none, in equal shares to your living lawful parents; or<br>(4) if there are none, in equal shares to your living lawful brothers and sisters; or<br>(5) if there are none, to your estate.<br>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. |
| **Change of Beneficiary** | 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. |

| SECTION 7 – CRITICAL ILLNESS: Definition and Requirements of Diagnosis | |
|---|---|
| **Critical Illness: Definition** | The following Critical Illnesses must also meet the criteria established in the Requirements of Diagnosis section: |
| **Life-Threatening Cancer** | 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.<br>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. |
| **Heart Attack** | 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. |
| **Stroke** | 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. |

| . . . Continued . . . | SECTION 7 – CRITICAL ILLNESS: Definition and Requirements of Diagnosis |
|---|---|
| **Critical Illness: Requirements of Diagnosis** | 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. |
| **Life-Threatening Cancer** | 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. |
| **Heart Attack** | The diagnosis of a Heart Attack must be made by a Physician board-certified in Cardiology and based on both of<br>(1) New clinical presentation and/or electrocardiographic changes consistent with an evolving heart attack; and<br>(2) Serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a diagnosis of heart attack.<br>Established (old) Myocardial Infarction is excluded. |
| **Stroke** | The diagnosis of a Stroke must be made by a Physician board-certified in Neurology. |

| | SECTION 8 – LIMITATIONS & EXCLUSIONS |
|---|---|
| **Exclusions** | We do not pay any benefits:<br>(1) for a Critical Illness that First Occurs before your Effective Date of Coverage<br>(2) if your coverage is not in force on the date the Critical Illness First Occurs<br>(3) if the Certificate is not in force on the date the Critical Illness First Occurs<br>(4) for any condition that is not diagnosed as a Critical Illness |
| **Limitations** | (1) Coverage for Critical Illness ceases at Age 65.<br>(2) The Lifetime Maximum Certificate Benefit for each Covered Insured is $25,000 |

| | SECTION 9 – OTHER INFORMATION |
|---|---|
| **Pronouns** | Masculine pronouns also refer to the feminine gender unless stated otherwise. |
| **Misstatement of Age** | If your Age is incorrectly stated, then<br>(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.<br>(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. |

| | . . . Continued . . . SECTION 9 – OTHER INFORMATION |
|---|---|
| **Incontestability** | 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.<br><br>All of your statements are considered representations and not warranties. |
| **Alternative Dispute Resolution** | 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.<br><br>Each Physician will examine you and your medical records.<br><br>If the two Physicians are unable to agree, they will appoint a disinterested third Physician acceptable to both to act as the Medical Referee.<br><br>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.<br><br>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.<br><br>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. |
| **Agency** | 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. |
| **Certificates** | It is the responsibility of the Group Policyholder to deliver to you this Certificate describing the principal terms of your coverage.<br><br>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.<br><br>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). |
| **Conformity** | 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. |
| **Entire Contract** | 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. |