

# NATIONAL FAMILY CARE LIFE INSURANCE COMPANY

[13530 INWOOD ROAD DALLAS, TX 75244] AN OLD-LINE LEGAL RESERVE COMPANY

# **BLANKET ACCIDENT POLICY**

### PLEASE READ YOUR POLICY CAREFULLY

This Policy is in force as of the Policy Effective Date. The Policy Effective Date is shown in the Schedule of Benefits.

This Policy was issued on the basis that the information provided in the Application was correct and complete. Incorrect or incomplete information can result in the denial of a claim, rescission, or termination of this Policy. If any information on the Application is not correct or complete, contact Us at Our Office address within 10 days of receipt of this Policy.

This Policy is a legal contract between the Policyholder and the Company. This Policy is issued in and governed by the laws of Oklahoma.

## THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.

IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY
SICKNESS OR DISEASE. THIS POLICY MAY CONTAIN A DEDUCTIBLE. A PREEXISTING CONDITION LIMITATION MAY APPLY. EXCESS INSURANCE FOR
ACCIDENTAL MEDICAL EXPENSE BENEFIT ONLY
THIS POLICY IS RENEWABLE AT THE OPTION OF THE COMPANY. THIS POLICY
MAY BE CANCELLED BY THE COMPANY. PLEASE READ THIS POLICY FOR
MORE INFORMATION.

#### **NON-PARTICIPATING**

IN WITNESS WHEREOF, National Family Care Life Insurance Company has caused this Policy to be executed, with coverage taking effect on the Policy Effective Date.

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

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## SCHEDULE OF BENEFITS

**POLICYHOLDER:** Healthcare Practitioners Association, Inc.

BLANKET POLICY NUMBER: ADD110822

POLICY EFFECTIVE DATE: 12/01/2022

**POLICY TERM:** 12/01/2023

**ELIGIBLE PERSONS:** An Eligible Person is an individual who meets all of the requirements of

one of the covered classes shown below:

Class Principal Sum

All Members of the Policyholder who are enrolled in the Policyholder's Accident Plan 1 for whom the required premium as on file with the plan administrator has been paid

15,000

## **CONDITIONS OF COVERAGE**

The benefits provided by this Policy will be paid, subject to the applicable conditions, limitations and exclusions, under the following coverages as described in the Conditions of Coverage section of this Policy:

#### 24-HOUR COVERAGE

## **BENEFITS**

# **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Loss must occur within 365 days of the Covered Loss

Primary Insured \$15,000

Insured Spouse 100% of the Primary Insured Principal Sum

Insured Dependent Child(ren) 50% of the Primary Insured Principal Sum

Schedule of Benefits for this Benefit

Type of Loss Benefit Amount

Loss of Life 100% of the Principal Su

Loss of Two or More Hands or Feet 100% of the Principal Sum

Loss of Sight of Both Eyes 50% of the Principal Sum

Loss of Speech and Hearing (in Both Ears) 50% of the Principal Sum

Loss of One Hand or Foot and Sight in One Eye 100% of the Principal Sum

Loss of One Hand or Foot 50% of the Principal Sum

Loss of Sight in One Eye 50% of the Principal Sum

Loss of Speech 50% of the Principal Sum

Loss of Hearing (in Both Ears) 25% of the Principal Sum

## **ACCIDENT MEDICAL EXPENSE BENEFIT**

Full Excess Accident Expense Benefit Maximum \$7500

First Covered Expenses must be received within 60 days after the Covered Injury

Benefit Period 1 year from the date of the Covered Injury

Deductible \$250

applies to each Covered Injury

# **Inpatient Benefits**

## **Inpatient Hospital Services**

Room and Board Expenses

Semi-Private Room 100% of the Usual and Customary Charges

Intensive Care Unit/Critical Care Unit 100% of the Usual and Customary Charges

Hospital Miscellaneous Expenses 100% of the Usual and Customary Charges

Emergency Room Treatment 100% of the Usual and Customary Charges; up to \$1,000

per Covered Injury

Emergency Room Treatment must occur within 72 hours of the Covered Injury

Registered Nursing Services 100% of the Usual and Customary Charges

Physician Services

Surgery 100% of the Usual and Customary Charges

Assistant Surgeon 100% of the Usual and Customary Charges

Anesthesia and its Administration 100% of the Usual and Customary Charges

Physician In-Hospital [Non –Surgical] Visits 100% of the Usual and Customary Charges up to \$75 per

Covered Injury

# **Outpatient Benefits**

Physician Office Non- Surgical Visits 100% of the Usual and Customary Charges up to \$75 per

Covered Injury

Combined Maximum for X-ray, CT scan, MRI,

laboratory tests

100% of the Usual and Customary Charges up to \$500

per Covered Injury

**Outpatient Physiotherapy Benefit** 

Benefit Amount 100% of the Usual and Customary Charge up to \$30 per

1 visits in a day

Covered physiotherapy services (a) acupuncture; (b) microthermy; (c) manipulation; (d)

diathermy; (e) massage therapy; (f) heat treatment; and

(g) ultrasonic treatment)

Hospital Outpatient Surgery Facilities Payment 100% of the Usual and Customary Charges

Ambulance Services 100% of the Usual and Customary Charges up to \$1,000

per Covered Injury

Medical Equipment Rental 100% of the Usual and Customary Charges up to \$300

per Covered Injury

Dental Services 100% of the Usual and Customary Charges \$250 per

Tooth up to \$500 per Covered Injury

Outpatient Prescription Drugs 100% of the Usual and Customary Charges up to \$500

per Covered Injury

## **GENERAL DEFINITIONS**

**Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person [or Insured Dependent] is covered under this Policy.

**Calendar Year** means the time period from the Policy Effective Date through December 31 of that year. Subsequent Calendar Years begin on January 1 and continue through December 31.

**Condition of Coverage** means the circumstances under which this Policy provides benefits as stated in the Schedule of Benefits. Classes of individuals to which a Condition of Coverage applies are shown in the Schedule of Benefits.

**Covered Accident** means an unintended and unexpected event which results directly and independently of all other causes, in a Covered Injury or Covered Death and meets all of the following conditions:

- 1. occurs on or after the Policy Effective Date and while this Policy is in force; and
- occurs while the Insured Person is attending, participating in or traveling to and from a Covered Activity;
- 3. is not excluded by name or specific description in this Policy.

No benefits are payable for any treatment or expenses incurred prior to the Policy Effective Date.

Covered Activity(ies) means any activity that is shown in the Schedule of Benefits and:

- 1. takes place under one of the Conditions of Coverage specified in the Schedule of Benefits; and
- 2. is sponsored, organized, scheduled [or otherwise provided by the Policyholder.

Covered Death means Accidental death; which is the direct result of a Covered Accident;

- 1. which results directly and independently from all other causes from a Covered Accident and independent of Sickness, disease, mental incapacity, bodily infirmity or any other cause; and
- 2. suffered by the Insured Person within the applicable time period specified in the Schedule of Benefits.

# Covered Injury means Accidental bodily injury:

- 1. which is sustained by an Insured Person as a direct result of a Covered Accident that is external to the body;
- which results directly and independently from all other causes from a Covered Accident (independent of Sickness, disease, mental incapacity, bodily infirmity or any other cause) that causes a Covered Loss; and
- 3. suffered by the Insured Person within the applicable time period specified in the Schedule of Benefits.

The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

**Covered Loss** means a loss which results from a Covered Injury or Covered Death, and for which benefits are payable under this Policy. Covered Loss includes any expenses arising from services or supplies rendered or obtained by the Insured Person when such services and supplies are covered by this Policy.

Eligible Person means an individual as defined in the Schedule of Benefits.

**Home Country** means a country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as his Home Country.

Hospital means an institution which meets all of the following requirements:

- 1. operates pursuant to state or provincial law for Hospitals;
- 2. operates primarily for the care and treatment of sick or injured persons as Inpatients;

- 3. provides 24-hour nursing service;
- 4. has facilities available for diagnosis and surgery either on its own premises or in facilities available to the Hospital on a pre-arranged basis; and
- 5. has a staff of at least one licensed Physician available at all times.

Hospital includes a Veteran's Administration Hospital or Federal Government.

Hospital does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitation facilities, including rehabilitation hospitals.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** means Accidental bodily injury:

- 1. that is the direct result of an Accident that is external to the body;
- 2. which results directly and independently from all other causes of an Accident (independent of Sickness, disease, mental incapacity, bodily infirmity or any other causes).

**Insured Person** means an Eligible Person, as defined in the Schedule of Benefits, for whom the required premium has been paid when due and for whom coverage under this Policy remains in force.

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

**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 Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be 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 a Thumb and Index Finger 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).

**Necessary Treatment** means medical services that:

- 1. are essential for diagnosis, treatment or care for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. are ordered by a Physician and performed under his care, supervision or order.

Nurse means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

- 1. the Insured Person;
- 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 3. a Resident of the Same Household; or
- 4. a person employed or retained by the Policyholder.

#### **Personal Deviation** means:

- 1. an activity that is not reasonably related to the Policyholder's Covered Activity;
- 2. not incidental to the purpose of the trip;
- 3. such travel or activities coincide with the Insured Person's Covered Activity: and
- 4. Personal Deviation is limited to any consecutive period shown in the Schedule of Benefits period immediately prior to, during or following such Covered Activity.

Physician means a person performing tasks that are within the limits of his or her medical license and is:

- 1. licensed to practice medicine, prescribe and administer drugs or to perform surgery; or
- 2. a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

## A Physician is not:

1. the Insured Person;

- 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 3. a Resident of the Same Household
- 4. a person employed or retained by the Policyholder; or
- 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policyholder means the entity, named on this Policy's face page, to which the Company issues this Policy.

Policy Term means the time period defined for the Policyholder shown in the Schedule of Benefits.

**Resident of the Same Household** means a person who maintains residence at the same address as the Insured Person.

**School** means the participating school where the Insured Person is enrolled. The school must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the Insured Person is enrolled.

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

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

We, Our, Us or the Company means National Family Care Insurance Company.

**You or Your** means the person to whom the Certificate is issued.

## **ELIGIBILITY**

An Eligible Person becomes eligible for insurance under the Policy on the date he meets all the requirements of one of the Covered Classes. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class [

## **Effective Date for Individuals**

Insurance for an Eligible Person is effective on the date stated in the Schedule of Benefits.

- 1. the effective date of the [Policyholder's participation under the Policy; and
- 2. the date the Eligible Person becomes eligible based on Policyholder requirements

## **Addition of New Individuals**

All persons added to the Classes of Eligible Persons in the Schedule of Benefits are eligible for insurance under the Policy.

## TERMINATION OF INSURANCE

Insurance for the Insured Person will end on the earliest of:

- 1. the date the person is no longer in an Eligible Class;
- 2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training;
- 3. the end of the period for which the last premium is made;
- 4. the date this Policy ends.

Termination does not affect a claim for a Covered Loss due to an Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

- 1. the end of the Benefit Period: and
- 2. the date benefits equal to any applicable Benefit Limit, as shown in the Schedule of Benefits, have been paid.

#### Cancellation

The Company or the Policyholder may cancel this Policy, after the first year or Policy Term, by giving the other party advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this, Policy. The Policyholder has the sole responsibility to notify Insured Persons of the cancellation.

Cancellation or non-renewal by the Company will be for one of the following reasons:

- 1. non-payment of premium;
- 2. the Policyholder has performed an act or practice constituting fraud, or made an intentional misrepresentation of material fact;
- 3. the Policyholder has failed to comply with a material provision of the Policy related to Policyholder contribution or group participation; or
- 4. claims experience or overall case performance.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits.

Cancellation does not affect a claim for a Covered Loss when the Covered Loss occurs before the cancellation date.

# **DESCRIPTIONS OF CONDITIONS OF COVERAGE**

# **24 HOUR COVERAGE**

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs any time while insured by this Policy, including riding in or entering or exiting an Aircraft.

## **DESCRIPTION OF BENEFITS**

Please read these and the Common Exclusions section in order to understand all of the terms, conditions, and limitations applicable to these Benefits.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Covered Loss for which the largest benefit is payable.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss within the applicable time period specified in the Schedule of Benefits.

If the Insured Person suffers a Covered Death, the Company will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

#### **ACCIDENT MEDICAL EXPENSE BENEFIT**

Covered Expenses and any applicable Deductible are shown in the Schedule of Benefits.

## **Other Insurance Benefits**

When Other Insurance provides benefits in the form of services rather than cash payments, the Company will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

# **Full Excess Medical Expense**

The Company will pay Covered Expenses:

- 1. after the Insured Person satisfies any Deductible; and
- 2. only when they are in excess of amounts payable by any Other Insurance whether or not claim has been made for benefits it provides.

The Company will pay the benefits shown in Schedule of Benefits for the Insured Person's Necessary Treatment Covered Expenses, subject to all applicable conditions and exclusions, for treatment of a Covered Injury.

Benefits will be paid:

- 1. When Covered Expenses exceed any applicable Deductible within the number of days from the date of the Covered Injury specified in the Schedule of Benefits; and
- 2. The Company shall not pay more than the Maximum Benefit Amount shown in the Schedule of Benefits.
- 3. The Covered Expenses must be provided within the Maximum Benefit Period shown in the Schedule of Benefits.
- 4. The Company will multiply the Covered Expenses by the Co-Insurance percentage contained in the Schedule of Benefits to determine the amount payable.
- 5. The Company may impose limits on certain types or categories of Covered Expenses. These limits are contained in the Schedule of Benefits.

# **Limitations and Excluded Accident Medical Benefit Expenses**

## **Non-Duplication of Benefits**

This provision applies if:

- 1. any Other Insurance covers the Insured Person; and
- 2. total benefits under all Plans would exceed the expenses for services provided to the Insured Person; and
- 3. we are not defined as primary under another Other Insurance Coordination of Benefits provision.

When the total of benefits payable by all Other Insurances, whether or not claim is made for those benefits, exceeds Covered Expenses, any Covered Expense- Accident Benefit Medical Benefits, the amount We will pay will be reduced by such excess.

## Non-Duplication of Benefits when This Policy and Other Plans are Excess

This provision applies if benefits under any Other Insurance Plan are covered under this Benefit and coverage under this Benefit and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay, and the denominator is the total of benefits payable by an Other Insurance for the same Covered Injury.

# **Excluded Expenses**

The following will not be considered Covered Expenses unless coverage is specifically provided.

- 1. Injury sustained while participating in professional athletics;
- 2. Routine physical and care of any kind;
- 3. Routine dental care and treatment;
- 4. Immunizations of any kind;
- 5. Cosmetic or plastic surgery, except as the result of a Covered Injury;
- 6. Routine nursery or routine childcare;
- 7. Any mental or nervous disorders;
- 8. Pre-existing Condition;
- 9. Services, supplies, or treatment including any period of Hospital Confinement which is not recommended, approved, and certified as Necessary Treatment and reasonable by a Physician, or expenses which are non-medical in nature:
- 10. Charges for Covered Medical Expenses for which the Insured Person would not be responsible in the absence of this Policy;
- 11. Any expense paid or payable by any Other Insurance;
- 12. Injury or Sickness for which benefits are payable under any worker's compensation or occupational disease law or act, or similar legislation, whether Unites Stated federal or foreign law;
- 13. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
- 14. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
- 15. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- 16. Repair or replacement of existing dentures, partial dentures, braces or bridgework;
- 17. Repair or replacement of existing artificial limbs, eyes and larynx;
- 18. Treatment of Hernia of any kind. Hernia means a rupture or protrusion of an organ or part through connective tissues or through a wall of a cavity in which it is normally enclosed.

Other Exclusions and Limitations that apply to this Benefit are in the Common Exclusions Section of the Policy.

### **Definitions for this Benefit**

Benefit Period means the maximum period that benefits are payable under this Benefit.

**Covered Expenses** means the Usual and Customary Charges for the following services, provided such following services are Necessary Treatment of a Covered Injury:

Inpatient Hospital services

- Room and board in a semi-private room;
- Intensive Care Unit (Critical Care Unit);
- Hospital Miscellaneous Services;
- Physician services, Surgery, Assistant Surgeon, Physician's Surgical Facilities, Second Opinion, or consultation, Anesthesia and its administration, In Physician Hospital Visits, Physician Office visits;
- Emergency Room;

- Outpatient Services;
- Outpatient X Ray, CT Scan MRI, and Laboratory Test includes charges for reading;
- Outpatient physiotherapy;
- Outpatient Nursing services;
- Ambulance Services: air and ground
- Medical Equipment;
- Dental Services:
- Outpatient prescription drugs;
- Medical equipment rental or if less than the purchase of equipment.

**Deductible** means the Deductible that must be satisfied before benefits are payable.

**Corridor Deductible** means the amount that must be paid for Covered Medical Services by the Insured Person before benefits will become payable under this Benefit. A separate Deductible shall apply to each Covered Injury.

**Hospital Miscellaneous Expenses** means the Necessary Treatment expenses charged by a Hospital or Ambulatory Surgical Center for Outpatient surgery. The Miscellaneous Expenses include but are not limited to the expenses shown in the Schedule of Benefits and all necessary charges other than room and board, for services received during a Hospital stay.

**Other Insurance** means any reimbursement for or recovery of any element of Covered Injury as a result of an Accident available from any other source whatsoever, except gifts and donations, but including without limitations:

- any individual, group, blanket or franchise policy of Accident, disability or health insurance or any similar type of arrangement that provides for payments or reimbursement of medical expenses or disability payments;
- Social Security Disability Benefits; and
- any benefits payable under any program provided or sponsored solely or primarily by and federal, state or local governmental unit or agency or subdivision or through operation of law or regulation; except Medicaid.

**Pre-existing Condition** means a disease of physical condition for which the Insured Person received medical advice or treatment during the 24 months before the effective date of the Insured Person's coverage.

Pre-existing conditions may be excluded until the earlier of:

- 1. 24 months after the effective date of coverage during which the Insured Person has not received medical advice or treatment in connection with the disease or physical condition; or
- 2. the second anniversary of the effective date of the Insured Person's coverage.

#### COMMON EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any 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 policy.

- 1. Intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
- 2. Commission or attempt to commit a felony or an assault;
- 3. Commission of or active participation in a riot or insurrection;
- 4. Declared or undeclared war or act of war or any act of declared or undeclared war when serving in the military or an auxiliary unit thereto, unless specifically provided by the Policy;
- 5. The Insured Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Loss occurred or the laws of the Home Country:
- 6. 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;
- 7. A Covered Loss that occurs while on active-duty service in the military, naval or air force of any country or international organization. Upon the Company's receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active-duty training is not excluded unless it extends beyond 31 days;
- 8. Flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as a fare-paying passenger on a regularly scheduled commercial airline
- 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;
- Medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of injuries sustained in a Covered Injury;
- 11. An Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
- 12. Expenses payable by any automobile insurance policy without regard to fault.

In addition, benefits will not be paid for services or treatment rendered by any person (other than a Dentist) who is:

- 1. employed or retained by the Policyholder;
- 2. a Resident of the Same Household;
- 3. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 4. the Insured Person.

#### **PREMIUMS**

## **Grace Period**

We will grant a grace period of 31 days for the payment of each premium falling due after the first premium. During the grace period, the Policy continues in force. If the premium is not paid by the end of the grace period, coverage will be terminated.

#### **Premiums**

Premium rates are expressed in, and premiums are payable in United States Currency. The premiums for this Policy will be based on the rates set forth in the Premium Rate Table, the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the Premium Rate Table. We will provide authorized electronic notifications of premiums due or premium changes, by mail to the most current address in Our files, to the Policyholder.

# **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Insured Persons. The initial premium is due on the Policy Effective Date unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at Our Home Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided by the Grace Period.

#### **Premium Rate Guarantee Period**

Premium rates may be guaranteed for a period of 1 year. During this time, no change may be made to the premium unless one of the events stated in the Premium Rate Changes provision occurs.

## **Premium Rate Changes**

We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder.

We may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

- 1. the terms of this Policy change;
- 2. the number of Insured Persons increases or decreases by more than 25% since the later of the Policy Effective Date and the date of the last renewal of this Policy;
- 3. coverage is reinstated following failure to pay premium during the Grace Period;
- 4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 25% or more the number of Insured Persons;
- 5. a change in Insured Persons which would, on a manual rate basis, require a change of 25% or more in the premium rate;
- 6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under this Policy;
- 7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid; or
- 8. any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

### **Premium Audit**

We will have the right to audit books and records of the Policyholder at its place of business and during its regularly scheduled business hours, in order to determine the accuracy of premiums paid.

## Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company 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.

## **CLAIMS PROVISIONS**

#### **Beneficiary**

The beneficiary is the person or persons the Insured Person 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 the Policyholder and Us. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary. The beneficiary is barred from recovery if the Covered Loss is caused by his willful or negligent actions, or he is otherwise criminally responsible for the Covered Loss.

A beneficiary designation or change will become effective on the date the Insured Person executes it. However, We will not be liable for any action taken or payment made before Our records 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 Insured Person has specified otherwise. The share of any beneficiary who does not survive the Insured Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary or if the Insured Person 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. parents;
- 4. siblings or
- 5. the estate of the Insured Person.

#### Claim Forms

When We receive the notice of claim, we will send the claimant the forms for filing the required proof of loss. If We do not send these forms within 15 calendar days after the giving of such notice, it shall be deemed the claimant has met the proof of loss requirement by giving Us written proof of the occurrence, character and extent of the loss within the time limit stated in the Proof of Loss section. The notice should include the Insured Person's name, the Policyholder's name, and the Policy number.

## **Economic Sanctions Provision**

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

#### **Notice of Claim**

Written notice of claim must be given to Us within 30 calendar days after a loss covered by this Policy occurs, or as soon as reasonably possible. Notice given by or on behalf of the Insured Person or the beneficiary to Us at Our Home Office 13530 Inwood Rd. Dallas, TX 75244, or to Our authorized agent with information sufficient to identify the Insured Person will be deemed notice to Us. The notice should include the Policy Number as shown on the Schedule of Benefits, the Policyholder's name, and the name of the Insured Person. Notice should also include the name and address of the individual submitting the notice along with a description of their relationship to the Insured Person, if different, and a statement that payment of a claim is being requested.

#### **Payment of Claims**

Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claims Provisions.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to his beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

## Time of Payment of Claims

Benefits for any loss covered by this Policy, other than loss for which the Policy provides any periodic payment, will be paid immediately after We receive written proof satisfactory to Us and all other provisions herein are met.

## **Legal Actions**

No action at law or in equity will be brought to recover benefits under the Policy less than 60 days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought after three years from the time proof of loss is required to be furnished under the Policy.

## **Physical Examination and Autopsy**

We have the right to have any Insured Person examined when and as often as is reasonable while a claim is pending and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

#### **Proof of Loss**

Written proof of loss satisfactory to Us must be given to Us within 90 calendar days after such loss. If it is not possible to give written proof in the time required, We will not reduce or deny the claim for this reason if such proof is filed as soon as reasonably possible. In any event, the proof required must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is legally incapacitated.

## **Subrogation**

We may recover any benefits paid under the Policy to the extent an Insured Person is paid for the same Covered Injury by a third party, or another insurer. We may only be reimbursed to the amount of the Insured Person's recovery. The Insured Person has a right to be fully compensated before any recovery by Us or reimbursement to Us. Further, We have the right to offset future benefits payable to the Insured Person under the Policy against such recovery.

Upon request the Insured Person must complete the required forms and return them to Us or Our authorized agent. The Insured Person must cooperate fully with Us or Our representative in asserting Our right to recover.

A refund from any recovery will only be made to Us if the amount of the recovery exceeds the amount of the Insured Person's actual damages. For purposes of this provision, actual damages mean compensation paid to the Insured Person as a result of actions of a third party against the Insured Person.

## **Recovery of Overpayment**

If benefits are overpaid, the 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.

We have 18 months from the date the claim is paid to recover any overpayment when requesting a refund from the health care provider. We have 12 months from the date the claim is paid to recover any overpayment from a claimant. The time limit is not applicable when the Insured Person has otherwise agreed to make a refund for overpayment, or the Company determines that fraud or material misrepresentation occurred.

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

## **GENERAL PROVISIONS**

## **Change in This Policy**

- 1. From the Policy Effective Date, changes in the following items will be made a part of this Policy:
  - the name of the Policyholder;
  - the premium rates;
  - amounts of insurance, eligibility, benefit descriptions, or any other provisions incorporated into the Policy.
- 2. Any change in item "1" above will be given on the Company's forms.
- 3. The effective date of incorporation of a provision or another change that affects the insurance of any person insured under this Policy will be the later of:
  - the effective date of this Policy;
  - the date of any amendment to this Policy that changes the Company's obligation to pay benefits under this Policy.

# **Assignment**

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

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

#### Clerical Error

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

## Conformity with State and Federal Law

The laws of the federal government and the Insured Person's state of residence on the Issue Date apply. If this Policy conflicts with the laws of the federal government or the Insured Person's state on the Issue Date, they are considered changed to meet those laws. The change will be to the law's minimum requirement.

## **Entire Contract; Changes**

The Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder, or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to his beneficiary or personal representative.

No change in this Policy is effective unless approved by an officer of Ours. This approval must be attached to this Policy. No agent may change this Policy or waive any of its provisions. We may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.

## **Examination of the Policy**

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

### Incontestability

The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for fraudulent misstatements.

After an Insured Person has been insured under the Policy for two years during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person, his beneficiary or personal representative.

## **Misstatement of Fact**

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

## **Noncompliance with Policy Requirements**

Any express or implied waiver by the Company of any requirements of the Policy is not a continuing waiver of such requirements. Any failure by Us to enforce any Policy provision will not be a waiver or amendment of that provision.

# Records

The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under the Policy. We will be permitted to examine the Policyholder's records relating to the insurance under the Policy at any reasonable time. The [Policyholder] is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of Ours.

## Worker's Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.