

BCS Insurance Company
{¹[²Mid America Plaza]}

[³Oakbrook Terrace, Illinois 60181]

**GROUP FIXED INDEMNITY ACCIDENT AND
SICKNESS POLICY**

This is a contract between us, **BCS INSURANCE COMPANY**, and you, [⁴The XYZ Company],
(Policyholder) {⁵for the benefit of the Participating Employer, [⁶ABC Company]}.

Policy Number: [⁴012345] ("this Policy")

State of Delivery: California

Policy Effective Date: [⁴01/01/13]

Policy Anniversary Date: [⁴01/14]

Policy Term: This Policy goes into effect on the Policy Effective Date. All periods of insurance for a Covered Person start and end at 12:01 A.M. Standard Time at your address. Unless this Policy is ended by you or us (see "Termination of Policy" in GENERAL PROVISIONS), [⁷it] may be renewed by payment of the required premiums at the rates in effect on each premium due date.

Scope of Coverage: In exchange for the payment of premiums, as described in PREMIUMS, we agree to pay benefits to all Covered Person as stated in this Policy.

This coverage is subject to the exclusions and to all of the other terms of this Policy. This Policy will be governed by the laws of the state in which it is delivered {⁸and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

IN WITNESS WHEREOF, we have signed this Policy at [³Oakbrook Terrace, Illinois].

[⁹


SECRETARY


PRESIDENT

]

THIS POLICY PROVIDES LIMITED ACCIDENT AND SICKNESS COVERAGE

READ IT CAREFULLY

THIS COVERAGE IS A SUPPLEMENT TO HEALTH INSURANCE. IT IS NOT A SUBSTITUTE FOR ESSENTIAL HEALTH BENEFITS OR MINIMUM ESSENTIAL COVERAGE AS DEFINED IN FEDERAL HEALTH LAW. THIS IS NOT MEDICARE SUPPLEMENT INSURANCE. INSURED ELIGIBLE FOR MEDICARE SHOULD REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM US.

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[¹PART I -]COMPULSORY UNIFORM PROVISIONS

Entire Contract; Changes: This Policy, your application, {²the Participation Agreements and Applications of the Participating Employers} and the incorporated certificates of insurance constitute the entire contract between the parties, and any statement made by you {²or a Participating Employer} shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall avoid the insurance or reduce the benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of yours {²or of a Participating Employer}, except a fraudulent misstatement, be used at all to void this Policy {²or a Participating Employer's coverage under this Policy} after it has been in force for 3 years from the date of its issue {²or from a Participating Employer's effective date, respectively}.

The enrollments of eligible persons for coverage (if any), are not a part of this Policy; we may not use any statement contained in them to contest coverage under this Policy or deny a claim.

No change in this Policy shall be valid unless approved by an executive officer of ours and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

[¹PART II -]GENERAL PROVISIONS

Notices: We will not increase premiums or charges for this Policy, reduce or eliminate benefits or restrict eligibility for coverage without providing prior notice of that action. No such action becomes effective unless written notice of the action is delivered by mail to the last known address of the appropriate insurance producer and the appropriate administrator, if any, at least 45 days prior to the effective date of the action and to [²your] last known address at least 60 days prior to the effective date of the action.

Conformity with State Law: If any part of this Policy conflicts with the law of the state of delivery on the date this Policy goes into effect, this Policy is amended to meet the minimum requirements of the law.

Records Maintained; Examination and Audit: [³You or your] agent will keep records showing the essential facts of each person's coverage. We may examine these records at any time that this Policy is in force within 3 years after this Policy expires, and later if claims are still pending.

Not in Lieu of Workers' Compensation: This Policy is not in lieu of and does not affect requirements for coverage under Workers' Compensation laws.

Additional Insureds: New employees or dependents may be added to the group, in accordance with the terms of the policy.

Termination of Policy: You may terminate this Policy at any time on or after the first anniversary of its effective date by sending us written notice. This Policy will be terminated on the date that we receive your notice or later if you so specify. We may terminate this Policy at any time on or after the first anniversary of its effective date by sending you at least [⁴45 - 60] days prior written notice to your most recent address in our records. We will return pro-rata the unearned portion of the premiums, if any, that were paid. Termination will not affect a claim for benefits for covered services received while the Covered Person's insurance was in force under this Policy.

{⁵Termination of a Participating Employer's Coverage: A Participating Employer may terminate its coverage under this Policy at any time on or after the first anniversary of coverage by sending us written notice. The Participating Employer's coverage will be terminated on the date that we receive the notice or later if so specified. We may terminate the Participating Employer's coverage at any time on or after the first anniversary of its effective date by sending at least [⁶45 - 60] days prior written notice to the Participating Employer's most recent address in our records. We will return pro-rata the unearned portion of the premiums, if any, that were paid. Termination will not affect a claim for benefits for covered services received while the Covered Person's insurance was in force under this Policy.}

[¹PART III -]INCORPORATION PROVISION

The certificate(s) of Insurance and rider(s) attached to this Policy are incorporated in and made a part of this Policy. The certificate(s) include(s) the general definitions, individual insuring provisions, description of covered services, exclusions, claims provisions and general provisions applicable to Covered Persons.

Certificate for the Insured: We will issue to [²you], for delivery to each Insured, a certificate of insurance as evidence of his or her coverage under this Policy.