

**GERBER LIFE INSURANCE COMPANY**  
**1311 Mamaroneck Avenue**  
**White Plains, New York 10605**  
(Herein called "the Company")

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Based on the Application for this Policy (herein called "the Plan") made by

**Dallas Cricket League**  
**7511 Aberdon Road**  
**Dallas, TX 75252**

(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and, to the extent permitted by Federal Law, is governed by the laws of the Jurisdiction shown below.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU DO NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF YOU ARE A NON-SUBSCRIBER, YOU LOSE THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. YOU MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

Signed by the Company:



President and CEO



Secretary

POLICY NUMBER	43-074306-15
EFFECTIVE DATE	February 9, 2015
EXPIRATION DATE	February 9, 2016
DATE OF ISSUE	January 5, 2015
JURISDICTION	Texas
COVERAGE PROVIDED	Accident Insurance

**NONPARTICIPATING**  
**BLANKET ACCIDENT POLICY**  
**ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS**

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## SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called "Insured Persons"):

Class	Hazard	Description of Class
I	G-40	All registered participants of the activities sponsored and supervised by the Policyholder: Standard Youth & Adult Cricket League Activities

Class	Principal Sum
I	\$25,000– Accident Medical Expense – Hospital and Professional Services Benefits \$10,000– Accident Death and Dismemberment Benefit

Aggregate Limit of Indemnity Per Accident: None

Premium Calculation: \$2.25 per participant (ages 12 & under), \$2.70 per participant (ages 13 - 15), \$4.30 per participant (ages 16 - 18), \$6.75 per participant (ages 19 & older), \$0.90 per participant (Volunteers), \$3.60 per participant (Coaches), \$4.50 per participant (Officials) ...\$500.00 minimum premium

Forms Attached At Issue:

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## SECTION II – DEFINITIONS (continued)

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured Person is covered under the Plan.

**Copayment** means the percentage of Reasonable Expenses for Necessary Treatment which the Company does not pay and which the Insured Person is responsible for paying. The percentage which the Company pays is stated in SECTION IV- BENEFIT PROVISION

**Deductible** means the Reasonable Expenses for Necessary Treatment which the Insured Person must incur, per Accident, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Emergency** means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured Person's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured Person's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured Person's bodily organs or parts.

**Free - Standing Ambulatory Surgical Facility** means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

**Hospital** means a place that meets all of the following requirements:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;

Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Immediate Family** means the spouse, parents, siblings, or children of the Insured Person.

**Insured Person** means the person who is insured under the Plan as described in Section I, Schedule of Benefits.

**Injury** means Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

## SECTION II – DEFINITIONS (continued)

**Inpatient** means a person confined in a Hospital for at least one full day and charged room and board.

**Loss of Use** means the complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

**Necessary Treatment** means medical and dental treatment which is:

1. Consistent with “approved and generally accepted medical, surgical or dental practice” for the covered Injury of the Insured Person, as determined by the Company;
2. Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties; and
3. Not Experimental or Investigational Treatment, as determined by the Company.

Determination of "approved and generally accepted medical, surgical or dental practice" in 1. above is the Company's prerogative. The Company may consult with appropriate authoritative medical, surgical or dental practitioners.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply a Necessary Treatment.

If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Necessary Treatment.

**Experimental or Investigational Treatment** means:

1. Medical devices;
2. Drugs and/or pharmaceutical agents; and
3. Procedures or treatments;

as defined below:

(a) Medical device if any of the following applies:

1. It does not have approval from the United States Food and Drug Administration (FDA) to be marketed; or
2. It has a 510K number, and its use is other than for the purpose or in the manner for which the original FDA approval was received (Final determination of the similarity of use per the original approval will be made by the Company.); or
3. It has FDA approval to be marketed or has a 510K number, and its use is not in accordance with the FDA approval guidelines/instructions; or
4. The device, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "authorities" listed to be safe and effective for the treatment of the disease or condition for which the device is being used.

## SECTION II – DEFINITIONS (continued)

- (b) Drug and pharmaceutical agent if any of the following applies:
  - 1. It does not have FDA approval to be marketed; or
  - 2. Its use does not conform to FDA licensing; or
  - 3. The drug or pharmaceutical agent, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective or the treatment of the disease or condition for which such drug or pharmaceutical agent is being used.
- (c) Procedure or treatment performed or rendered by a Physician or under a Physician's supervision if any of the following applies:
  - 1. It requires the use of a medical device, drug or pharmaceutical agent which would be considered Experimental or Investigational Treatment under the Plan; or
  - 2. It is not currently reported to be safe and effective by one of the "Authorities" listed; or
  - 3. The use of such procedure or treatment, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed or rendered by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective for the treatment of the disease or condition for which the procedure or treatment is performed or rendered.

"Authorities" mean the following:

- (a) Textbooks:

- (i) *Cecil Textbook of Medicine*, (Newest edition, W. B. Saunders Company, Publisher);
  - (ii) *Scientific American Medicine*, (Newest update, Scientific American, Inc., Publisher);
  - (iii) *Conn's Current Therapy*, (Newest edition, W. B. Saunders Company, Publisher);
  - (iv) *Schwartz Principles of Surgery*, (Newest edition, McGraw-Hill, Publisher);
  - (v) *Nelson's Textbook of Pediatrics*, (Newest edition, W. B. Saunders Company, Publisher);
  - (vii) *Sabiston's Textbook of Surgery*, (Newest edition, W. B. Saunders Company, Publisher).

- (b) Periodicals:

- (i) Medical Letter;
  - (ii) Journal of American Medical Association;
  - (iii) New England Journal of Medicine;
  - (iv) Disease-a-Month, (Mosby-Yearbook, Inc., Chicago, IL).

## SECTION II – DEFINITIONS (continued)

**Paralysis** means the complete, total and irrecoverable Loss of Use of an arm or leg.

**Other Plan** means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured Person receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured Person or his/her Immediate Family.

**Reasonable Expense** means the usual, reasonable and customary fee or charge for the services rendered and the supplies furnished in the area where and at the time such services are rendered or supplies furnished, as determined by the Company. Such services and supplies must be recommended and approved by a Physician.

**Regularly Scheduled Activity** means the following Policyholder functions which are organized and scheduled solely by the Policyholder on or off Policyholder premises:

1. An activity which is under sole direct supervision of qualified Policyholder authorities; and
2. Policyholder sponsored and supervised travel to and from such an activity.

**Residence** means the home or land on which the Insured Person's home is located.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Necessary Treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

**Total Disability** means a disability or medical status which results in the Insured Person's inability to perform the normal activities of a person of like age and sex in good health.

## SECTION III – ELIGIBILITY AND TERMINATION OF COVERAGE

### **When Coverage Begins**

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

### **When Coverage Ends**

An Insured Person's coverage will end the sooner of:

- (a) the date the Plan ends; or
- (b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.



## SECTION IV- BENEFIT PROVISION

### **Accident Medical Expense – Hospital and Professional Services Benefits**

The Company will pay Reasonable Expenses incurred as an additional benefit to an Insured Person for the items of expense listed below due to an Injury caused by an Accident from a Hazard described on a following page. The Insured Person must be covered under the Plan on the date of the Accident. The first expense must be incurred within 60 days after the date of the Accident.

Services must be given: (1) by a Physician; and (2) for Necessary Treatment. Benefits are paid to the maximum for any one Injury for Reasonable Expenses which are in excess of the Deductible and any Copayment. Benefits are subject to the Coverage and Limitations as stated below, the Exclusions and all other provisions of the Plan. Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

**Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Medical Expense for each Injury: \$25,000

Maximum Medical Expense for Injuries involving motor vehicles: \$25,000

Benefit Period: 1 Year

### **Deductible**

The Deductible is: \$500

### **EXCESS COVERAGE PROVISION APPLICABILITY**

The Excess Coverage provision does apply

### **COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)**

#### **Hospital/Facility Services**

#### **Inpatient**

1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses

#### **Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. HOSPITAL EMERGENCY ROOM 100% of Reasonable Expenses

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3. FREE - STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses [

#### **Physician's Services**

1. SURGICAL: 100% of Reasonable Expenses

2. ASSISTANT SURGEON: 100% of Reasonable Expenses
3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses

***Other Services***

1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 100% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 100% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 100% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 100% of Reasonable Expenses
6. GROUND AMBULANCE: 100% of Reasonable Expenses
7. AIR AMBULANCE: 100% of Reasonable Expenses
8. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses
9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma]
10. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses

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**EXCESS COVERAGE**

Hospital and Professional Services will be paid only for such expense that is not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured Person is entitled, whether or not a claim is made for the benefits. The Plan is secondary to all Other Plans.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services are less than the amount stated in the Hospital and Professional Services under Excess Coverage Provision Applicability.

**PAYMENT OF CLAIMS**

All or a portion of any benefits provided by the Plan on account of hospital, nursing, surgical or other medical service may, at the Company's option, and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death and Dismemberment Benefits are paid to the Insured, or if not living, to the beneficiary.

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## SECTION IV- BENEFIT PROVISION

### **Accident Death and Dismemberment Benefit**

The Company will pay a benefit for loss due to an Injury caused by an Accident to an Insured Person from a Hazard described on a following page as shown in the Table of Losses below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the Accident.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

### **Table of Losses**

For Loss of:

Life	\$10,000
Both Hands or Both Feet or Sight of Both Eyes	\$10,000
Quadriplegia	\$10,000
Paraplegia	\$10,000
Hemiplegia	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing (both ears)	\$5,000
Loss of Thumb and Index Finger of the Same Hand:	\$5,000
Maximum-All Losses-Any One Accident	\$10,000

### **Loss shall mean the:**

- (i) loss of a hand by total severance at or above the wrist;
- (ii) loss of a foot by total severance at or above the ankle;
- (iii) complete, total and irrecoverable loss to the sight of an eye;
- (iv) total Paralysis of both arms and legs for Quadriplegia;
- (v) total Paralysis of both legs for Paraplegia;
- (vi) total Paralysis of the arm and leg on the same side of the body for Hemiplegia;
- (vii) complete, total and irrecoverable loss of speech;
- (vii) complete, total and irrecoverable loss of hearing; or
- (ix) loss of thumb and index finger by total severance at or above the knuckles.

## SECTION V - COVERAGE PROVISION

### HAZARD 40

#### **Regularly Scheduled Activity**

Standard Youth & Adult Cricket League Activities

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### Description of Hazards

Except where specifically stated otherwise, the Plan covers the Insured Person only for Injury sustained while:

- a. Participating in or attending any Regularly Scheduled Activity of the Policyholder. The activity must be supervised by a person authorized by the Policyholder.
- b. Traveling directly (uninterruptedly) to and from such Regularly Scheduled Activities with other members as a group. The travel must be supervised by a person authorized by the Policyholder.
- c. Traveling directly (uninterruptedly) to and from the Insured Person's Residence and the meeting place for the purpose of participating in such Regularly Scheduled Activity.

All registered participants of the activities sponsored and supervised by the Policyholder: 540 youth & adult participants; 10 volunteers; 5 coaches; 10 officials

Exclusions:

Benefits are not paid for any loss caused by or resulting from:

- (a) Injuries which are not caused by an Accident;
- (b) Treatment by persons employed or retained by the Policyholder or by any member of the Insured Person's Immediate Family;
- (c) Treatment that is not Necessary Treatment;
- (d) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis;
- (e) Custodial care confinements or services;
- (f) Charges in excess of the Reasonable Expense;
- (g) Cosmetic surgery except when the surgery is necessitated by a covered Injury;
- (h) Experimental or Investigational Treatment;
- (i) Routine physical or other examination when there are no objective indications of impairment of normal health;
- (j) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury;

- (k) Treatment of: weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails;
- (l) Counseling or psychiatric treatment, or educational or vocational testing or training;
- (m) Injuries covered by any occupational benefit plan, other insurance, or public assistance program;
- (n) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile;
- (o) Medical expenses for which the Insured Person is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation;
- (p) Fighting or brawling except in self defense;
- (q) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.

## SECTION VI - POLICY PROVISIONS

### **Beneficiary**

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

### **General Exclusions**

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
- (b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than 30 days;
- (g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
- (h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (i) committing or attempting to commit a felony;
- (j) operating any vehicle with a blood alcohol level greater than the legal limit.

### **Aggregate Limit of Indemnities**

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

## SECTION VII - CLAIM PAYMENTS

### **Notice of Claim**

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

### **Claim Forms**

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

### **Proofs of Loss**

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

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

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

### **Payment of Claims**

Any benefits paid for loss of life will be paid as follows:

- (1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
- (2) to the Insured person's surviving spouse, otherwise;
- (3) to the Insured Person's surviving child or children, in equal shares, otherwise;
- (4) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
- (5) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them, otherwise;
- (6) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

### **Physical Examination and Autopsy**

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

### **Legal Actions**

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.



## SECTION VIII - PREMIUMS

### **Premium Payments**

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

### **Grace Period**

A period of 31 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

## SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

After the end of the first Plan Year, the Company or the Policyholder has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice.

## SECTION X - GENERAL PROVISIONS

### **Entire Contract**

The entire contract consists of:

- (1) the Plan; and
- (2) the attached Amendments and Application for Coverage, if any.

All statements made by the Policyholder or by the Insured Persons are true and complete to the best of the knowledge and belief of the persons making them. No statement will be used in any contest unless:

- (a) the statement is in writing; and
- (b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

### **Agreements**

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

### **Incontestability**

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

### **Data Required**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

### **Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

### **Individual Certificates**

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

- (1) the Insured Person's coverage;
- (2) to whom benefits will be paid; and
- (3) the rights and privileges under the Plan.