

# **ACCIDENTAL DEATH BENEFIT**

Best Meridian International Insurance Company I.I.

This Rider forms part of the Policy if:

- 1. It is shown on the Policy Data Page;
- 2. It has been applied for in writing; and
- 3. The premiums due as shown on the Policy Data Page have been paid.

The benefits provided by this Rider are subject to the terms of the Policy except where this Rider provides otherwise.

# **Terms of Payment**

We will pay the accidental death benefit shown on Policy Data Page if we are provided with proof that the death of the Insured resulted from bodily injuries, accidentally sustained without the contribution of any other cause or causes:

- 1. While this Rider is in effect;
- 2. Before the Policy Anniversary preceding the 71st birthday of the Insured; and
- 3. Within ninety (90) days of sustaining such injuries.

# **Exceptions to Payment**

We will not pay the accidental death benefit if the death of the Insured results from, or is contributed to by:

- 1. Suicide, while sane or insane;
- 2. Committing, or attempting to commit an assault;
- 3. Committing, or attempting to commit any criminal offence;
- 4. War, whether declared or not, or any related act;
- 5. Voluntary participation in any riot or civil disorder;
- 6. Travel in an aircraft if:
  - a. The Insured is a member of the crew;
  - b. The flight is for instruction, testing or training purposes; or
  - c. The flight is in any aircraft operated by or for a military, naval or air force.
- 7. Illness or disease of any kind;
- 8. The voluntary taking of:
  - a. Any drug, unless taken as prescribed by a licensed physician, or
  - b. Any poisonous substance.
- 9. The voluntary inhalation of gas, unless it is the result result of an accident connected with the Insured's occupation.

### **Termination**

This Rider will terminate:

- 1. On the day before the Policy Anniversary preceding the 71st birthday of the Insured;
- 2. If the Policy lapses due to non-payment of premiums or is converted into a form of paid-up insurance with reduced benefits and no further premiums required; or
- 3. Upon receipt of your written request to terminate the Rider.



# BENEFICIO POR MUERTE ACCIDENTAL

Best Meridian International Insurance Company I.I.

Este aditamento forma parte de la póliza si:

- 1. Aparece en la Página de Datos de la Póliza;
- 2. Ha sido solicitado por escrito; y
- 3. Las primas adeudadas, según se indica en la Página de Datos de la Póliza, han sido pagadas.

Los beneficios estipulados en este aditamento están sujetos a los términos de la póliza, salvo en los casos en que este aditamento disponga lo contrario.

# Condiciones de Pago

Pagaremos el beneficio por Muerte Accidental, según se indica en la Página de Datos de la Póliza, si se nos suministra prueba de que el fallecimiento del asegurado resultó a causa de lesiones físicas accidentalmente sufridas, sin la concurrencia de ninguna otra causa o causas:

- 1. Mientras este aditamento esté en vigor;
- 2. Antes del aniversario de la póliza que preceda al 71 cumpleaños del asegurado; y
- 3. Dentro de los noventa (90) días siguientes a la fecha de dichas lesiones.

## **Excepciones**

No pagaremos el beneficio por muerte accidental si el fallecimiento del asegurado resulta de, o es contribuido por:

- 1. Suicidio, estando o no en uso de sus facultades mentales;
- 2. La comisión o el intento de cometer un asalto;
- 3. La comisión o el intento de cometer cualquier delito;
- 4. Guerra, sea declarada o no, o cualquier acto relacionado con ella;
- 5. La participación voluntaria en disturbios o desórdenes civiles;
- 6. Viaje en una aeronave si:
  - a. El asegurado es miembro de la tripulación;
  - El vuelo es para instrucción, prueba o entrenamiento; o
  - c. El vuelo es en cualquier aeronave operada por o para una fuerza militar, naval o aérea.
- 7. Enfermedad o afección de cualquier tipo;
- 8. El consumo voluntario de:
  - a. Cualquier droga, a menos que sea tomada bajo receta de un médico licenciado; o
  - b. Cualquier sustancia venenosa.
- 9. La inhalación voluntaria de gas, salvo que sea resultado de un accidente relacionado con la ocupación del asegurado.

# **Terminación**

Este aditamento cesará en vigor:

- 1. El día anterior al aniversario de la póliza que preceda al 71 cumpleaños del asegurado;
- 2. Si la póliza caduca debido a la falta de pago de primas o se convierte en una forma de seguro saldado con beneficios reducidos y sin necesidad de pagar primas adicionales; o
- 3. Al recibir su solicitud por escrito para terminar este aditamento.



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- 1. Suicide, while sane or insane;
- 2. Committing, or attempting to commit an assault;
- 3. Committing, or attempting to commit any criminal offence;
- 4. War, whether declared or not, or any related act;
- 5. Voluntary participation in any riot or civil disorder;
- 6. Travel in an aircraft if:
  - a. The Insured is a member of the crew;
  - b. The flight is for instruction, testing or training purposes; or
  - c. The flight is in any aircraft operated by or for a military, naval or air force.
- 7. Illness or disease of any kind;
- 8. The voluntary taking of:
  - a. Any drug, unless taken as prescribed by a licensed physician, or
  - b. Any poisonous substance.
- 9. The voluntary inhalation of gas, unless it is the result result of an accident connected with the Insured's occupation.

### **Termination**

This Rider will terminate:

- 1. On the day before the Policy Anniversary preceding the 71st birthday of the Insured;
- 2. If the Policy lapses due to non-payment of premiums or is converted into a form of paid-up insurance with reduced benefits and no further premiums required; or
- 3. Upon receipt of your written request to terminate the Rider.



# TABLE OF GUARANTEED MAXIMUM RATES OF INSURANCE

Male			Male			Male		
Annual cost per \$1,000			Annual cost per \$1,000			Annual cost per \$1,000		
Attained age	Non-smoker	Smoker	Attained age	Non-smoker	Smoker	Attained age	Non-smoker	Smoker
1	0.62	0.62	41	4.65	5.09	81	201.39	218.31
2	0.62	0.62	42	5.00	5.47	82	222.93	241.37
3	0.63	0.63	43	5.33	5.84	83	246.41	266.44
4	0.63	0.63	44	5.68	6.22	84	272.48	294.20
5	0.64	0.64	45	6.18	6.77	85	301.43	324.89
6	0.64	0.64	46	6.77	7.41	86	333.20	358.45
7	0.65	0.65	47	7.25	7.94	87	367.45	394.44
8	0.65	0.65	48	7.63	8.36	88	403.77	432.43
9	0.66	0.66	49	8.11	8.88	89	441.77	471.92
10	0.66	0.66	50	8.76	9.58	90	479.49	510.87
11	0.67	0.67	51	9.55	10.46	91	516.49	548.83
12	0.67	0.67	52	10.55	11.55	92	555.12	588.15
13	0.68	0.68	53	11.68	12.79	93	595.68	629.08
14	0.68	0.68	54	13.13	14.37	94	638.20	671.59
15	0.76	0.76	55	14.76	16.15	95	680.05	712.96
16	1.03	1.13	56	16.43	17.98	96	720.69	752.64
17	1.14	1.29	57	18.05	19.75	97	763.67	794.01
18	1.24	1.49	58	19.67	21.52	98	809.08	836.94
19	1.40	1.71	59	21.57	23.60	99	856.98	881.16
20	1.56	1.93	60	23.87	26.12	100	863.56	887.13
21	1.52	1.95	61	26.68	29.19	101	870.18	893.12
22	1.50	1.98	62	29.96	32.76	102	876.83	899.10
23	1.47	1.98	63	33.52	36.65	103	883.52	905.09
24	1.47	2.01	64	37.24	40.72	104	890.25	911.07
25	1.55	2.05	65	41.12	44.95	105	897.00	917.05
26	1.77	2.04	66	45.03	49.21	106	903.80	923.02
27	1.96	2.15	67	49.13	53.69	107	910.63	928.99
28	2.14	2.35	68	53.46	58.40	108	917.49	934.94
29	2.32	2.54	69	58.32	63.69	109	924.37	940.86
30	2.50	2.74	70	63.98	69.86	110	931.29	946.75
31	2.69	2.94	71	70.86	77.34	111	938.23	952.62
32	2.87	3.14	72	78.88	86.06	112	945.18	958.42
33	3.04	3.33	73	87.35	95.26	113	952.15	964.18
34	3.23	3.54	74	96.43	105.12	114	959.13	969.86
35	3.41	3.74	75	106.32	115.83	115	966.11	975.45
36	3.50	3.83	76	117.47	127.91	116	973.07	980.91
37	3.58	3.92	77	130.42	141.91	117	980.00	986.22
38	3.70	4.05	78	145.45	158.15	118	986.89	991.32
39	4.00	4.38	79	162.28	176.29	119	993.64	996.07
40	4.32	4.73	80	181.04	196.47	120	1,000.00	1,000.00



# TABLE OF GUARANTEED MAXIMUM RATES OF INSURANCE

Female			Female			Female		
Annual cost per \$1,000		Annual cost per \$1,000		Annual cost per \$1,000				
Attained age	Non-smoker	Smoker	Attained age	Non-smoker	Smoker	Attained age	Non-smoker	Smoker
1	0.46	0.46	41	3.32	3.63	81	102.92	122.92
2	0.46	0.46	42	3.55	3.89	82	105.49	136.31
3	0.46	0.46	43	3.82	4.18	83	108.11	150.18
4	0.47	0.47	44	4.16	4.55	84	111.59	160.70
5	0.47	0.47	45	4.55	4.98	85	116.27	178.23
6	0.48	0.48	46	5.00	5.47	86	121.73	195.73
7	0.48	0.48	47	5.52	6.05	87	127.17	213.17
8	0.48	0.48	48	6.11	6.69	88	133.83	230.57
9	0.49	0.49	49	6.77	7.41	89	140.57	249.50
10	0.49	0.49	50	7.51	8.22	90	153.56	268.90
11	0.49	0.49	51	8.35	9.14	91	169.03	289.23
12	0.50	0.50	52	9.28	10.16	92	185.32	310.70
13	0.50	0.50	53	10.28	11.25	93	204.30	333.41
14	0.50	0.50	54	11.31	12.38	94	223.68	356.82
15	0.51	0.51	55	12.50	13.68	95	246.12	381.84
16	0.51	0.57	56	13.79	15.10	96	268.52	419.16
17	0.51	0.63	57	15.16	16.59	97	288.09	444.67
18	0.54	0.68	58	16.57	18.14	98	307.73	461.96
19	0.56	0.74	69	18.02	19.72	99	329.80	488.24
20	0.58	0.79	60	19.54	21.38	100	348.15	506.67
21	0.61	0.79	61	21.21	23.21	101	367.51	525.73
22	0.64	0.78	62	22.98	25.14	102	387.93	545.44
23	0.79	0.86	63	24.86	27.19	103	409.45	565.82
24	0.94	1.03	64	26.92	29.44	104	432.15	586.88
25	1.09	1.20	65	29.20	31.94	105	456.07	608.62
26	1.24	1.36	66	31.68	34.64	106	481.30	631.06
27	1.36	1.49	67	34.43	37.65	107	507.87	654.21
28	1.48	1.62	68	37.49	40.99	108	535.87	678.06
29	1.61	1.76	69	40.84	44.64	109	565.34	702.62
30	1.73	1.90	70	44.42	48.55	110	596.38	727.87
31	1.85	2.02	71	48.48	52.98	111	629.04	753.81
32	1.97	2.16	72	52.92	57.81	112	663.39	780.39
33	2.09	2.29	73	57.72	63.04	113	699.49	807.60
34	2.23	2.44	74	63.03	68.82	114	737.39	835.37
35	2.37	2.60	75	68.84	75.14	115	777.14	863.59
36	2.51	2.75	76	75.17	82.03	116	818.78	892.14
37	2.67	2.92	77	82.14	89.61	117	862.24	920.81
38	2.79	3.06	78	89.71	97.83	118	907.44	949.22
39	2.94	3.22	79	97.97	106.78	119	954.01	976.61
40	3.12	3.41	80	100.41	111.46	120	1,000.00	1,000.00



# **CORRIDOR PERCENTAGE TABLE**

The corridor percentage is based on the insured's age at the insured's last birthday

Attained age	Corridor percentage	Attained age	Corridor percentage	Attained age	Corridor percentage
1	250	33	250	65	120
2	250	34	250	66	119
3	250	35	250	67	118
4	250	36	250	68	117
5	250	37	250	69	116
6	250	38	250	70	115
7	250	39	250	71	113
8	250	40	250	72	111
9	250	41	243	73	109
10	250	42	236	74	107
11	250	43	229	75	105
12	250	44	222	76	105
13	250	45	215	77	105
14	250	46	209	78	105
15	250	47	203	79	105
16	250	48	197	80	105
17	250	49	191	81	105
18	250	50	185	82	105
19	250	51	178	83	105
20	250	52	171	84	105
21	250	53	164	85	105
22	250	54	157	86	105
23	250	55	150	87	105
24	250	56	146	88	105
25	250	57	142	89	105
26	250	58	138	90	105
27	250	59	134	91	104
28	250	60	130	92	103
29	250	61	128	93	102
30	250	62	126	94	101
31	250	63	124	95 and above	100
32	250	64	122		



## **GENERAL PROVISIONS**

#### The Contract

The entire contract consists of this policy, any attached endorsements, and the application (the "Policy"). We issue the Policy in return for the original application and the payment of the First Premium. This Policy has been issued on the basis that the answers to all questions and all information shown in any applications and/or medical examinations are correct and complete. Only an authorized officer of the Company can change or waive any of the terms of this contract. No such change or waiver will be valid unless we make it in writing.

#### **Issue Date**

The Issue Date is the date the Policy was approved by the Company for which all coverage provided in the Policy begins, as shown on the Policy Data Page, subject to payment of the First Premium as required below. It is the date we measure Policy Months and Policy Years. This Policy's anniversary occurs each year at the same month and day as the Issue Date. A Policy Month begins in each calendar month on the day in that month which is the same as the day of the Issue Date. If the Issue Date is the twenty-ninth (29th), thirtieth (30th), or thirty-first (31st) in any month which does not have that day the Policy Month will begin on the last day of that month.

## Age

In this Policy, age means the age of the Insured on his/her last birthday.

# Misstatement of Age or Sex

If the Insured's age or sex is misstated in the application, we will adjust and pay the proceeds based on the Insured's correct age and/or sex. This amount will be the Death Benefit, which would have been purchased by using the correct cost of insurance.

## **Misstatement of Smoker Status**

If the smoking status of the Insured is misstated in the application, we will adjust and pay the proceeds based on the correct smoking status of the Insured. This amount will be the Death Benefit, which would have been purchased by using the correct cost of insurance.

#### **Suicide Exclusion**

If the Insured commits suicide, while sane or insane within two (2) years of the Issue Date, we will make a limited payment to the Beneficiary. We will pay in one sum the amount of all premiums paid to us less the following:

- 1) Any Debt outstanding;
- 2) Any Partial Surrenders, and
- 3) The cost of any riders.

If the Insured commits suicide, while sane or insane, within two (2) years of the effective date of a Reinstatement or increase in Face Amount, we will make a limited payment to the Beneficiary. This payment will equal the cost of the reinstated benefits or of the increase in Face Amount. With respect to increases, this two-year period will apply only to any increase you have requested.

# Other Exclusions

The benefits payable under this Policy shall be limited to the premium paid hereon when death of the Insured occurs while this Policy is in force and directly results from:

1) Any activity that is illegal or criminal in nature. This exclusion does not apply to Insureds who have no direct connection to or association with an illegal or criminal activity or persons directly engaged in such activity.

FORM NO. 308 Rev. 05/25



2) Service in the armed forces, military, or police forces of any country.

# Contestability

In issuing the Policy, the Company has relied on the application. The Company reserves the right to contest or deny a claim or rescind this Policy and associated riders on the basis of misstatements or misrepresentations in the application(s) for the lifetime of this Policy. This includes any application(s) for an increase in face amount or a reinstatement.

# **Termination of Coverage**

All coverage provided by this policy will end on the earliest of the following:

- 1) The date the Policy is Surrendered.
- 2) The date of death of the Insured; or
- 3) The date at the end of the Grace Period, in accordance with the "Grace Period" provision below, in the event the amount needed to keep the Policy in force is not paid to the Company.

#### **Proceeds**

Proceeds means the amount we will pay after the death of the Insured or if the Policy is surrendered. The Proceeds we will pay after the death of the insured will be (a) plus (b) minus (c) minus (d) where:

- a) Is the Death Benefit.
- b) Is any additional benefit payable under the terms of any riders in force.
- c) Is any outstanding Debt; and
- d) Is any monthly charge prior to the date of death which has not been deducted.

If you Surrender this Policy, we will pay you the Net Cash Value. We will pay the proceeds in one lump sum. Any proceeds we pay are subject to adjustments provided in the following provisions of this Policy: "Misstatement of Age or Sex"; "Misstatement of Smoker Status"; "Suicide Exclusion"; and "Other Exclusions".

#### Non-Participating

Your Policy is non-participating and, therefore, will not share in the Company's profits or surplus earnings.

#### **Claims Procedure**

The Beneficiary or the legal representative of the Insured's estate must notify us in writing to make a claim for Proceeds payable at the death of the Insured. We should receive notice as soon after death as possible. When we receive notice, we will send the forms for filing proof of loss for completion. Proof of claim should be submitted and received by the Company within ninety (90) days following the death of the Insured. The Proceeds of this Policy will be payable only after we receive proof of claim satisfactory to the Company, in our sole discretion, which shall include the following: evidence of the death of the Insured and the cause of death, evidence of the right of the claimant to be paid, proof of age of the Insured, and any other information which we may reasonably require to establish the validity of the claim.

#### Jurisdiction and Venue

This Policy shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico, with the exception of any provisions of the Puerto Rico Insurance Code other than those contained in Chapter 61, without regard to any conflict of laws principles thereof.

# **Annual Report**

We will send you a report once each year. The delivery of the Annual Report shall be in accordance with the Notices and Reports provision below. It will include the following:

- 1) The current report period.
- 2) The accumulated value at the end of the previous report period and at the end of the current period.

Form No. 368 Rev. 05/25



- 3) The death benefit at the end of the current report period.
- 4) The cash value at the end of the current period.
- 5) The amount of outstanding Policy Loans, if any, at the end of the current period.
- 6) Premiums paid since the last report.
- 7) Index rates, participation factors, and interest rates for the current period.
- 8) Interest credited since the last report.
- 9) Partial Surrenders made since the last report; and
- 10) Charges deducted since the last report.

# **Projection of Benefits and Values**

We will provide you with a projection of future Death Benefits and values at any time upon written request by you. We will charge you a fee for this service as determined by us.

## **Notices and Reports**

All notices and reports we send shall be deemed delivered and received by the person(s) entitled to receive them, upon the earliest to occur:

- 1) On the day the notice or report is sent via mail to the person's last known address, as contained in our records.
- 2) On the day the notice or report is sent via e-mail to the person's e-mail address, as contained in our records; and
- 3) On the day the notice or report is sent by any other means of recorded electronic communication.

#### **Common Disaster**

In the event that the Beneficiary dies with the Insured due to a common disaster, the legal representative of the Beneficiary's estate must submit proof satisfactory to the Company, in our sole discretion, that the Beneficiary survived by at least thirty (30) days. Otherwise, the Proceeds will be payable as if the Beneficiary died before the Insured.

#### Compliance

The Owner hereby agrees and acknowledges his or her responsibility to assist and cooperate with the Company in complying with all applicable laws and regulations related to Anti-Money Laundering ("AML") as well as Know Your Customer ("KYC") requirements mandated by the relevant authorities. The Owner shall: provide complete, accurate, and up-to-date identification, verification, and documentation as required by the Company for the purpose of satisfying AML and KYC obligations; and comply with any requests made by the Company for additional information, documentation, or clarification pertaining to AML and KYC requirements related to the Policy as well as any person related to the Policy. Understand that the Company reserves the right to delay, suspend, or terminate the Policy, or to refuse any claim or transaction, if the Owner fails to comply with the AML and KYC obligations outlined in this provision. In case of suspension, the Company will cease, reject, or block certain activities or transactions related to the Policy until such time when the Company determines the cause of the suspension has been corrected.

# **Arbitration**

Any and all disputes, claims, and/or controversies arising out of or relating to this Policy must be submitted to binding arbitration in San Juan, Puerto Rico. The arbitration proceedings must and shall be conducted in the English language including the submission of all documents and filings related to the arbitration proceeding, including any and all exhibits and oral arguments. English is the only allowed and controlling language of the arbitration proceedings. The parties agree that the arbitration final hearing shall take place in person, with all witnesses and arbitrators present in the same physical location in San Juan, Puerto Rico, unless the parties agree otherwise in writing. The arbitration shall be solely governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, 201 208, and 301-307, to the exclusion of state or any other applicable laws



inconsistent therewith or that would produce a different result. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

Notwithstanding the foregoing, the Owner and the Company agree that the terms, conditions, provisions, and exclusions of this Policy are to be construed in an evenhanded fashion as between the parties, including without limitation, where the language of this Policy may be alleged to be ambiguous or otherwise unclear, said issue(s) which shall be resolved in the matter most consistent with the relevant terms, conditions, provisions or exclusions of the Policy (without regard to the authorship of the language or the doctrine of reasonable expectation of the parties and any presumption or arbitrary interpretation or construction in favor of either party or parties) and in accordance with the intent of the parties. The arbitrators' award shall not include punitive or exemplary damages, such damages which are specifically exempted and excluded.

The expense of Arbitration shall be shared and borne equally between the Owner and the Company, and each party will pay and bear their own respective legal and attorney fees and costs incurred in the arbitration.

The Owner and the Company will submit their dispute to three (3) arbiters. Each party will choose one arbiter, and the third arbiter will be chosen by the two arbiters chosen by the parties. Either party can initiate arbitration by written notice to the other party naming an arbiter and demanding arbitration. The other party shall have thirty (30) business days once such written notice is received to name its arbiter. The two chosen arbiters will choose the third arbiter within thirty (30) business days, and the arbitration will move forward as above, after the selection of the third arbiter. Arbitration will take place in San Juan; Puerto Rico wherein exclusive jurisdiction lies and is hereby agreed to by the Owner and the Company.

Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrators may disclose the existence, content, record or results of an arbitration. A stenographic record shall be made of all testimony in any arbitration said cost/expense which shall be paid for and borne equally by Owner and the Company, and a final arbitration award shall be accompanied by a short-written statement of the reasoning on which the award rests.

In the event a party believes there is a clear error of law, and within thirty (30) calendar days of receipt of an award of US\$250,000.00 or more, which shall not be binding if an appeal is taken, a Party may notify the other party of its intention to appeal the award to a fourth arbitrator (the "Appeal Arbitrator") who shall have no less than twenty (20) years of experience in the active practice of law or as a former judge, and to which the parties must agree upon. If the parties cannot agree upon an Appeal Arbitrator, then the third arbitrator that was mutually selected by the first two arbiters shall select the Appeal Arbitrator. The award, as confirmed, modified or replaced by the Appeal Arbitrator shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made.

The parties will cooperate in good faith in the voluntary, prompt and informal exchange of all documents and information (that are neither privileged nor proprietary) relevant to the dispute or claim, which are to include all documents in their possession, custody or control on which they will rely on to support of their positions or which they intend to introduce as exhibits at the final hearing, the identities of all individuals with knowledge about the dispute or claim and a brief description of such knowledge, and the identities, qualifications and anticipated testimony of all experts who may be called to testify or whose report may be introduced at the hearing. The Parties and arbiters will make commercially reasonable efforts to conclude the document and information exchange within sixty (60) calendar days after all pleadings or notices of claims have been received and the arbitration has been officially commenced. At the request of a party in any arbitration proceeding in which a disclosed claim or counterclaim exceeds US\$250,000.00, the arbiters may also order pre-final hearing discovery by deposition only upon good cause shown, to be limited to two (2) fact depositions per party and one expert deposition. As they become aware of new documents or information (including experts who may be called upon to testify), all parties remain under a continuing obligation to provide relevant, nonprivileged documents to supplement their identification of witnesses and experts, and to honor any understandings between the parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, will not be considered by the arbitrators at the final hearing. Fourteen (14) calendar days before the final hearing, the parties shall exchange and provide to the arbitrators: (a) a list of all witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length of testimony thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing.

Form No. 368 Rev. 05/25 10



The arbitrators may only award monetary relief and are not empowered to award damages other than compensatory damages and, in the arbitrators' discretion, interest. The arbitrators' award shall not include punitive or exemplary damages which are specifically waived by the parties. The award shall be in satisfaction of all claims by all parties. Arbitrator fees and expenses shall be borne equally by the parties. Postponement or cancellation fees or expenses due to postponement or cancellation shall be exclusively borne by the party causing the postponement or cancellation. Except as otherwise provided in this Policy, each party shall bear its own fees and expenses incurred, including but not limited to all filing fees, witness fees, expert witness fees, transcript costs, translator and translation costs, and its attorney's fees. Any party requiring a translator exclusively bears the sole cost of the translator including all fees and expenses related thereto.

The parties agree that any arbitration proceeding related to a dispute arising under this Policy shall be conducted solely between them. Neither party shall request, nor consent to any request, that their dispute be joined or consolidated for any purpose, including without limitation, to any class action or similar procedural device, with any other proceeding between such party and any third party. Owner specifically agrees that it will not be joined to any proposed class or class action for any reason related to the Policy.

# OWNERSHIP, ASSIGNMENT, AND BENEFICIARY

#### **Owner**

The Owner is named in the application. While the Insured is alive, the Owner, may: take out a Policy Loan; assign the Policy; Surrender the Policy; make a Partial Surrender; and/or exercise all other rights granted by the Policy. All rights of the Owner are subject to the consent of any assignee of record and any Beneficiary named irrevocably.

# **Transfer of Ownership**

The Owner may transfer ownership of the Policy to another who will have, on the effective date of transfer, all rights of the Owner. The transfer must be made by written notice. Once received by us, the transfer will be effective on the date the Owner signed the notice. Any payment made or action taken by the Company before we receive such notice will not be affected.

#### **Contingent Owner**

If the Insured is not the Owner, the Owner may name a "Contingent Owner" who will become Owner if the "Original Owner" dies while this Policy is in force. If a Contingent Owner is not named, the Owner's estate will own the Policy. Any transfer of ownership will revoke any named Contingent Owner.

#### **Assignment**

No assignment will be binding on us unless it is in writing and recorded by the Company. Any payment we made before recording an assignment will not be affected. We are not responsible for the validity of any assignment. The rights of the Owner and any Beneficiary may be affected by an assignment.

## **Beneficiary**

The Beneficiary will receive the Proceeds of this Policy payable because of the death of the Insured. Unless a new Beneficiary is named, the Beneficiary named on the application will receive the Proceeds. If no Beneficiary is named, or if those named die before the Insured dies, Proceeds will be paid to the Owner or the Owner's legal successor. We reserve the right to verify identity, age, sex or any other factor of any Beneficiary. Unless directed otherwise, if two or more persons are Beneficiaries, those who survive the Insured will be paid in equal shares.

#### **Change of Beneficiary**

While the Insured is alive, the Owner may change the Beneficiary. The change must be made in writing and recorded by the Company. Once recorded, even if the Insured is not alive, the change will be effective as of the date the request was signed. Any payment made or action taken by us before we recorded the change will not be affected. If the Owner has named an irrevocable Beneficiary in writing, no change can be made without the written consent of that Beneficiary.



# INSURANCE COVERAGE PROVISIONS

#### **Death Benefit**

Subject to the terms of this Policy, the death benefit will be provided according to Option A or B, in accordance with this provision and as shown on the Policy Data Page.

- 1) Option A: The Death Benefit will be the greater of the Face Amount on the date of death of the Insured or the Corridor Adjusted Death Benefit (as defined below).
- 2) Option B: The Death Benefit will be the greater of the Face Amount plus the Accumulated Value on the date of death of the Insured or the Corridor Adjusted Death Benefit.

The Corridor Adjusted Death Benefit is equal to the Accumulated Value on the date of death of the Insured multiplied by the appropriate corridor percentage. The corridor percentages are shown in the corridor percentage table.

# **Change of Death Benefit Option**

The Owner may elect to change the Death Benefit option at any time after the first Policy Anniversary by written application made to the Company, if the current Death Benefit is not equal to the Corridor Adjusted Death Benefit and the requested change would not result in a Face Amount less than the minimum Face Amount as shown on the Policy Data Page. If the change is from Option A to Option B, the Face Amount will decrease by an amount equal to the Accumulated Value. If the change is from Option B to Option A, the Face Amount will increase by the amount of the Accumulated Value. We may require evidence of insurability prior to any change from Option A to Option B. Any change will be effective on the first day of the Policy Month that falls on or next follows our approval of a request for a change. At least twelve (12) months must elapse between each change of death benefit option.

# **Changes in Insurance Coverage**

The Owner may request an increase or decrease in the Face Amount provided by this Policy. The Policy must have been in effect for one year. The Owner must make any request in writing on a form acceptable to us and send it to the Company. At least twelve (12) months must elapse between each increase or decrease. Any change is subject to the following conditions:

- 1) Increases: An increase will be effective on the first day of the Policy Month that falls on or next follows our approval of a request for an increase. We may request satisfactory evidence of insurability. No increase will be made if the Accumulated Value is not sufficient to cover the next monthly charge. We will issue a new Policy data page for each increase in Face Amount.
- 2) Decreases: A decrease will be effective on the first day of the Policy Month that falls on or next follows our receipt of a request. Such a decrease will reduce insurance in the following order: from the most recent increase (if any); successively from the next most recent increases (if any); and then from the initial Face Amount of the Policy.

The Face Amount after any requested decrease may not be less than the minimum Face Amount shown on the Policy Data Page. We will issue a new Policy Data Page for each decrease of Face Amount.

#### PREMIUM PROVISIONS

# **First Premium**

The First Premium must be paid as of the Issue Date. If the First Premium has not been paid as of the Issue Date, no coverage exists under the Policy and the Policy is not in full force or effect until and unless the First Premium is paid. Once the First Premium is paid, and cleared by the Company, the Issue Date becomes the date the First Premium is paid.

#### **Scheduled Premiums**

Scheduled premium payments may be made periodically during the Insured's life. The Owner may change the amount of scheduled premiums.

FORM NO. 308 Rev. U5/25



#### **Unscheduled Premiums**

The Owner may make unscheduled premium payments at any time the Policy is in force. We reserve the right in any Policy Year to limit the amount of such unscheduled premiums if payment would result in an increase in the Death Benefit.

#### **Minimum Annual Premium**

This Policy, at all issue ages, will not lapse during the first ten Policy Years if the sum of all premiums paid to date minus any Policy Loans and Partial Surrenders is equal to or greater than the minimum premium shown on the Policy Data page multiplied by the number of full and partial years since the Issue Date.

#### **Payment of Premiums**

If any check or other instrument given in payment is not honored when presented for payment, the premium will remain unpaid. Cash payments shall not be considered as payment. The premium payment must be actually received by the Company and you must have received an official receipt from the Company in order for your premium to be considered paid.

#### **Grace Period**

If the Cash Value is not sufficient to cover the monthly charge, then due, and during the first ten years, the minimum premium as described above has not been paid, the Grace Period will start. The Policy will stay in force during the Grace Period, which is sixty-one (61) days. If we do not receive enough premium to pay the monthly charge or the minimum premium by the end of the Grace Period, the Policy will lapse without value. We will mail notice to the Owner and any secondary addressee of record of the amount of premium that is required to continue the Policy in force for at least thirty (30) days prior to the end of the Grace Period. If the Insured is age sixty-four (64) or older, and the Policy has been in force for at least one year, we will not lapse the Policy for non-payment of premium until at least twenty-one (21) days have passed since we notified the Owner and secondary addressee that the Policy will lapse. If the Insured dies during the Grace Period the Proceeds will be paid but we will deduct any outstanding monthly charges.

#### Reinstatement

This Policy may be reinstated within five (5) years after it has lapsed because sufficient premium was not paid before the end of the Grace Period.

An application for reinstatement must be completed and sent to the Company along with the following: evidence, acceptable to us, that the Insured is insurable and enough premium to keep the Policy in force for at least two (2) months from the date of reinstatement. The reinstatement will be effective on the first day of the Policy Month on or next following the date we approve it.

The Accumulated Value on the effective date of reinstatement will be equal to the Accumulated Value at the beginning of the Grace Period prior to lapse less two monthly charges, at time of lapse, as defined in the Policy values section. The Surrender charge on the effective date of reinstatement will be the charge shown in the table of Surrender charges and shall be measured from the original Policy Issue Date.

If reinstatement occurs on or after the tenth (10th) anniversary of the original Issue Date the required reinstatement premium will be equal to the greater of (a) or (b) divided by one minus the Expense Charge for the Policy Year when reinstatement occurs:

- a) The Surrender charge defined above, less the Accumulated Value defined above, plus two monthly charges, at time of reinstatement; or
- b) Two monthly charges at the time of reinstatement.

If Reinstatement occurs prior to the tenth (10th) anniversary of the original Issue Date the required Reinstatement premium will be equal to the lesser of the Reinstatement premium as defined above, or the minimum monthly premium multiplied by the number of months from the original Issue Date to the Reinstatement date, plus the amount of any Partial Surrenders prior to lapse, plus two additional minimum monthly premiums, less the total premiums paid to us prior to lapse.



# **POLICY VALUE PROVISIONS**

#### **Accumulated Value**

The Accumulated Value on the Issue Date is equal to the premiums paid less the Expense Charge and less the Monthly Charge for the first Policy Month. The Accumulated Value on the first day of a Policy Month other than the Issue Date is equal to (a) plus (b) plus (c) plus (d) minus (e) minus (f) where:

- a) Is the Accumulated Value on the first day of the previous Policy Month;
- b) Is any interest credited since the first day of the previous Policy Month;
- c) Is all premiums received since the first day of the previous Policy Month less the Expense Charges;
- d) Is any reimbursement incentive credited since the first day of the previous Policy Month;
- e) Is all Partial Surrenders made since the first day of the previous Policy Month;
- f) Is the monthly charge for the current Policy Month.

The Accumulated Value on any other day is calculated in a consistent manner.

#### **Incentives**

The Accumulated Value may be credited with one or both of the following incentives:

- 1) Reimbursement Incentive: on the fifteenth (15th) Policy Anniversary we will credit to the Accumulated Value an amount equal to 75% of all the monthly cost of insurance charges deducted until that time, not including the cost of any riders or the cost of extra mortality associated with substandard risks.
- 2) Interest Incentive: for the 20th calendar year of the Policy and every year thereafter, we will credit interest of 1.00% in addition to the interest that otherwise would be credited for the year.

To qualify for these incentives you must pay at least the minimum annual premium in each and every Policy Year during the period of qualification, you may not make any withdrawals, and you must repay any Loans taken during that time, with interest. The period of qualification is fifteen (15) years for the reimbursement incentive and nineteen (19) years for the interest incentive, counted from the Issue Date of the policy in both cases.

#### **Cash Value**

The Cash Value is the Accumulated Value less any Surrender charges less any interest forfeited. The amount of interest forfeited is equal to the interest credited during the twelve (19) months prior to the date of Surrender if Surrender occurs within 15 years of the Issue Date.

# **Surrender Charge**

The Surrender charges are shown in the table on the Policy data page. The initial Face Amount and each increase in Face Amount incur such charges as shown in the table.

## **Net Cash Value**

Net Cash Value is the Cash Value less any Debt.

#### **Expense Charge**

An Expense Charge is deducted from each premium payment. The Expense Charge can never exceed 95% in the first Policy Year, 25% in Policy Years two (2) to ten (10), and 15% thereafter.

We will determine the Expense Charge for each year based on our expectations about the future. The current Expense Charges are shown on the Policy Data Page.

#### **Monthly Administrative Charge**

We may deduct a monthly administrative charge not to exceed:

- 1) \$7.00, plus
- 2) \$0.30 per 1,000 of Face Amount during the first ten (10) Policy Years



We will determine the monthly administrative charge for each year based on our expectations about the future. The current monthly administrative charge is shown on the Policy data page.

# **Monthly Charge**

A Monthly Charge is deducted on the first day of each Policy Month. The Monthly Charge is the sum of (a) and (b) and (c) where:

- a) Is the Cost of Insurance.
- b) Is the cost of any riders.
- c) Is the monthly administrative charge.

#### **Cost of Insurance**

The Cost of Insurance is determined on the first day of each Policy Month. The cost is computed separately for the initial Face Amount and each Face Amount increase. The Accumulated Value less the monthly administrative charge for the current month is first considered part of the initial Face Amount. If this value is more than the initial Face Amount, the excess over the initial Face Amount will be considered part of the increased Face Amount resulting from the increases in the order in which they occurred. The Cost of Insurance is equal to:

- 1) The Death Benefit on the first day of the Policy Month; minus
- 2) The Accumulated Value on the first day of the Policy Month; plus
- 3) The monthly administrative charge for the current month; plus
- 4) The Monthly Charge for any rider which does not depend on the amount of the Accumulated Value; multiplied by
- 5) The Cost of Insurance Rate for that month.

#### **Cost of Insurance Rate**

The Cost of Insurance Rate is determined separately for the initial Face Amount and each Face Amount increase. The rates are based on the age of the Insured on the Issue Date or date of increase and the duration of the Policy, or each increase, in years, and the premium class shown on the Policy Data Page. The premium class with the most recent effective date will apply to any increase in Death Benefit which results from the Death Benefit's being equal to a percentage of the Accumulated Value.

We will determine the Cost of Insurance Rate for standard risks each year based on our expectations about future experience. For substandard risks the rate will be an appropriate multiple of the standard rate.

#### **Interest Rates and Interest Credited**

At the end of each year, we will declare the credited interest rate for that year. This rate will never be less than 1% or greater than 12% (plus the interest incentive, if credited), regardless of the value of the participating factor. The interest rates to be used in calculating the interest credited to the Accumulated Value in a given year will be determined as described below:

- 1) The annual index rate of that year is multiplied by the participation factor that corresponds to that year; the interest rate so obtained is multiplied by the beginning of the year Accumulated Value.
- 2) For every month in the year, the index rate for that month is multiplied by the participation factor that corresponds to that year; the interest rate so obtained is multiplied by the premiums received that month after deduction of the Expense Charges and the other monthly charges.
- 3) For every month in the year, the index rate for that month is multiplied by the participation factor that corresponds to that year; the interest rate so obtained is multiplied by the partial withdrawals of that month.

The interest credited will be equal to the result from (1) plus the result from (2) minus the result from (3).



The index rate is the rate of growth in the index that you selected. The annual index rate is measured from the end of the prior year to the end of the current year. The monthly index rate for any month is measured from the end of that month to the end of the year.

The index is a stock index that may be the Standard & Poor's 500 Stock Price Index (S&P 500) or the NASDAQ 100 Index (NASDAQ). These should not be confused with other indices, like NASDAQ Composite Index, S&P 400, etc.

You select the index on which the interest rate for the policy will be based. Once the policy has been issued the index cannot be changed. If the publication of the index is discontinued, or its calculation is substantially changed or is not available to us, we may substitute an alternative index and notify you in writing.

The participation factor is a percentage that is applied to the index rate. It is set by the Company each year based on past results and its expectations about the future, but will never be less than 40% subject to the restriction in the first paragraph.

Interest will be credited to the accumulated value each year on the first day of the policy month which begins in January. Interest credited on the portion of the accumulated value that is equal to the amount of indebtedness on the policy may be at a rate different from that credited on the remaining portion.

For surrenders occurring within fifteen (15) years of the issue date, interest for the past twelve (12) months will be forfeited.

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PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN S&P DOW JONES INDICES AND THE COMPANY, OTHER THAN THE LICENSORS OF S&P DOW JONES INDICES."

#### **Partial Surrender**

After the first Policy Year and while the Insured is alive, the Owner may request, in writing, to Surrender part of the Cash Value. Such a Partial Surrender will be subject to the following terms:

- 1) The minimum amount of any Partial Surrender will be \$250;
- 2) The Net Cash Value remaining must equal at least \$250 plus the Monthly Charge for the Policy Month following the Partial Surrender;
- 3) If Death Benefit Option A has been elected, the amount of the Partial Surrender will be subtracted from the Face Amount in the following order: (a) from the most recent increase, if any; (b) successively from the next most recent increase, if any; and (c) from the initial Face Amount of the Policy. Furthermore, the Face Amount left after such reduction must be at least equal to the minimum Face Amount shown on the Policy data page;
- 4) We will deduct a Partial Surrender charge for each Partial Surrender. It will be no more than \$25;
- 5) Only one Partial Surrender may be made in a Policy Year;
- 6) We have the right to postpone payment of the Partial Surrender for up to six (6) months unless it is used to pay a premium to us.

### Surrender

You can Surrender this Policy at any time. The Surrender Cash Value is equal to the Net Cash Value. The following conditions must be met: any request to Surrender must be in writing on a form acceptable to us and the Insured must be alive on the effective date of this Surrender. We may postpone payment of the Surrender Cash Value for up to six (6) months unless it is used to pay a premium to us. If a request to surrender is made within thirty (30) days after a Policy Anniversary, the Surrender Cash Value will not be less than the Surrender Cash Value on that anniversary, less any Debt or Partial



Surrenders made on or after that anniversary. Once we receive a request to Surrender, no coverage exists under the Policy and the Policy is not in full force or effect.

#### **Continuation of Insurance**

If the scheduled premium payments are not paid as scheduled and no unscheduled premium is paid, this Policy will continue in force until the Cash Value at the beginning of a Policy Month is not sufficient to cover the Monthly Charge for that month. At such time, the Grace Period provision will apply. In no case will a rider continue beyond the date it would otherwise terminate.

# **POLICY LOAN PROVISIONS**

# **Policy Loan**

The Owner may obtain a Policy Loan from us if the following requirements are met:

- 1) The Policy has passed the first Policy Anniversary;
- 2) The Policy must be the only security for the Policy Loan;
- 3) The Policy is assigned to us on a form acceptable to us;
- 4) The requested Policy Loan plus any preexisting Debt must not exceed the Maximum Policy Loan Value;
- 5) The Policy is in force.

The Maximum Policy Loan value equals the Net Cash Value less the Monthly Charge for the next month. We can postpone payment of a Policy loan for up to six (6) months unless it is used to pay a premium to us.

#### **Debt**

In this Policy, Debt means the principal of any outstanding Policy Loan plus any unpaid interest.

#### Interest

Interest is due in arrears at an annual rate of 8% and is payable annually on each Policy Anniversary. Interest not paid when due is added to and becomes part of the principal of the Policy Loan and bears interest at the rate payable on the Policy Loan.

# **Policy Loan Repayment**

You may repay a Policy Loan in full or in part at any time before this Policy terminates while the Insured is alive. Policy Loan repayment will be applied to the Cash Value which is securing the Policy Loan.



# **ACCELERATED BENEFIT RIDER**

After the Policy has been in force for at least two years during the lifetime of the Insured, we will pay to the Policyowner fifty percent of the Proceeds (excluding riders), payable on the death of the Insured up to a maximum of \$250,000, if the following conditions exist:

- 1) The Policy is in force and is not in the grace period.
- 2) We receive statements and supporting documentation, acceptable to us, from the physician of the Insured indicating that because of the nature and severity of the Insured's condition, the condition is terminal, and the Insured has a life expectancy of no more than twelve months;
- 3) We receive an assignment form making us assignee in the amount of the accelerated death benefit payment. Upon the death of the Insured, the remainder of the death benefit proceeds will be payable to the named beneficiary.
- 4) The amount of any outstanding Policy loan is less than the amount payable under this benefit.

If there is an irrevocable beneficiary, we require an acknowledgement of agreement for payout. If the Policy has an outstanding loan, we will subtract the amount of the loan from the amount payable under this benefit. Such loan amount will be considered paid and will not be deducted from the proceeds of this Policy upon the death of the Insured. We have the right to require, at our expense, that the Insured be examined by one or more physicians of our choosing in order to verity the diagnosis. We also have the right to require that the Insured provide us with all of the medical records pertaining to the condition which is the basis for the claim under this rider. Provided that the Policy is still in force, upon the death of the Insured, after the accelerated benefit has been paid, the beneficiary will receive the net death proceeds provided by the Policy. The right to receive payment under this rider is subject to the following conditions:

- 1) The Policy must be in force and not in the grace period.
- 2) The request for payment must be in the form of a written claim submitted and received by the Company.
- 3) The Policy must not be assigned except to us as security for a loan.
- 4) The amount of the accelerated benefit paid in accordance with this Policy will be reduced by any amounts paid by any other similar Policy or rider issued by us.

**Physician:** means an individual with an active medical license and who is board certified in his or her specialty, in the country where he or she works as a practitioner of the healing arts performing an act within the scope of his or her license. The physician must not be the insured or related to the insured and must not usually reside in the household of the insured.

**Terminal:** means that a physician predicts, in the physician's best medical judgment that the insured will die within twelve months due to a non-correctable condition.

The accelerated benefit rider will terminate on the earlier of:

- 1) Lapse, surrender or termination of this policy;
- 2) Upon payment of the accelerated benefit.

There is no specific premium or monthly charge for this benefit.



# **BEST INDEXED PLUS**

Best Meridian International Insurance Company I.I.

Calle Reverendo Domingo Marrero 5, Suite 4, San Juan, Puerto Rico 00925

In this Policy "you" and "your" refer to the Owner of the Policy. "We, "us", "our", "Insurer", and "Company" refer to the Best Meridian International Insurance Company I.I.

If the Insured dies while this Policy is in force we will pay the proceeds to the Beneficiary, subject to the provisions of the Policy. The Insured is named on the Policy Data Page.

**Read your policy carefully.** It is a legal contract between the Owner and Best Meridian International Insurance Company I.I.

# **English as Controlling Language**

With regard to any questions of Policy Contract language and interpretation, the English version shall take precedence and be controlling.

# Ten Day Right to Examine Policy

If you are not fully satisfied with this Policy, you may notify us by e-mail at **bmiphs@bmicos.com** of your decision to cancel the Policy within ten (10) days following the date on which you received it.

# INDEXED FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

Insurance payable at Insured's death while Policy is in force. Flexible Premiums payable during the life of the Insured through age 120.

- 1) Adjustable Death Benefit
- 2) Non-participating
- 3) No-dividends

The undersigned hereby confirms that this Policy has been issued by Best Meridian International Insurance Company I.I., organized under Chapter 61 of the Puerto Rico Insurance Code. No coverage by the Insurer is protected by any guarantee or insolvency fund in Puerto Rico.



# **TABLE OF CONTENTS**

POLICY DATA PAGE4	Changes in Insurance Coverage	12
GENERAL PROVISIONS7	PREMIUM PROVISIONS	12
The Contract	First Premium	12
Issue Date	Scheduled Premiums	12
Age	Unscheduled Premiums	13
Misstatement of Age or Sex7	Minimum Annual Premium	13
Misstatement of Smoker Status7	Payment of Premiums	13
Suicide Exclusion	Grace Period	13
Other Exclusions	Reinstatement	13
Contestability8	POLICY VALUE PROVISIONS	14
Termination of Coverage8	Accumulated Value	
Proceeds8	Incentives	
Non-Participating8	Cash Value	
Claims Procedure8	Surrender Charge	
Jurisdiction and Venue8	Net Cash Value	
Annual Report8	Expense Charge	14
Projection of Benefits and Values9	Monthly Administrative Charge	14
Notices and Reports9	Monthly Charge	15
Common Disaster9	Cost of Insurance	15
Compliance9	Cost of Insurance Rate	15
Arbitration9	Interest Rates and Interest Credited	15
OWNERSHIP, ASSIGNMENT, AND BENEFICIARY11	Partial Surrender	17
Owner11	Surrender	17
Transfer of Ownership11	Continuation of Insurance	18
Contingent Owner11	POLICY LOAN PROVISIONS	18
Assignment11	Policy Loan	18
Beneficiary11	Debt	
Change of Beneficiary11	Interest	18
INSURANCE COVERAGE PROVISIONS12	Policy Loan Repayment	18
Death Benefit	ACCELERATED BENEFIT RIDER	19
Change of Death Benefit Ontion 12		

PREMIUM PROVISIONS	12
First Premium	12
Scheduled Premiums	12
Unscheduled Premiums	13
Minimum Annual Premium	13
Payment of Premiums	13
Grace Period	13
Reinstatement	13
POLICY VALUE PROVISIONS	14
Accumulated Value	14
Incentives	14
Cash Value	14
Surrender Charge	14
Net Cash Value	14
Expense Charge	14
Monthly Administrative Charge	14
Monthly Charge	15
Cost of Insurance	15
Cost of Insurance Rate	15
Interest Rates and Interest Credited	15
Partial Surrender	17
Surrender	17
Continuation of Insurance	18
POLICY LOAN PROVISIONS	18
Policy Loan	18
Debt	18
Interest	18
Policy Loan Repayment	18
ACCEL ED ATED DENIEUT DIDED	40



# **FAMILY INCOME RIDER**

Best Meridian International Insurance Company I.I.

This Family Income Rider (the "Rider") forms part of the Policy if:

- 1. it is shown on the Policy Data Page or by endorsement; and
- 2. it has been applied for in writing.

The benefits provided by this Rider are subject to the terms of the Policy except where this Rider provides otherwise.

#### **Benefits**

The Company will pay the benefits specified on the Policy Data Page in the form of regular installments, as outlined therein, less any applicable Specialized Service Charges as defined in the Policy (the "Family Income Benefit"), upon receipt of proof that the Insured of this Rider died while this Policy and this Rider were in force.

# **Beneficiary**

Unless otherwise provided, the beneficiary for the Family Income Benefit is as stated in the application. If the beneficiary dies before the end of the income period shown on the Policy Data Page, any remaining payments will be paid to the contingent beneficiary, if any. If there is no contingent beneficiary, the present value of any remaining payments will be paid in one sum to the executors or administrators of the beneficiary's estate. If payments are being made to the contingent beneficiary and he/she dies, the present value of any remaining payments will be paid in one sum to the executor or administrator of the contingent beneficiary's estate.

#### Cost of insurance rate

We will determine the cost of insurance rate for standard risks for each year based on our expectations about future experience. For substandard risks, the rates will be increased in a manner consistent with the rates for standard risks.

### Waiver of monthly deductions benefit

If a waiver of monthly deductions benefit is issued with the Policy, the cost of insurance waived will include the cost of insurance for this Rider.

#### Misstatement of age or sex

If the Insured's age or sex is misstated in the application, we will adjust and pay the Family Income Benefit based on the Insured's correct age and/or sex. This amount will be the Family Income Benefit which would have been purchased by using the correct cost of insurance.

#### Misstatement of smoker status

If the smoking status of the Insured is misstated in the application, we will adjust and pay the Family Income Benefit based on the correct smoking status of the Insured. This amount will be the Family Income Benefit which would have been purchased by using the correct cost of insurance.

#### Suicide exclusion

If the Insured dies by suicide whether sane or insane, within two years of the effective date of this Rider, our only liability will be limited to the cost paid for this Rider.

# **Contestability of Rider**

We may contest the validity of the Rider if any statement or answer in the application misrepresents any fact material to the insurance.

#### **Termination**

This Rider will terminate upon the termination of the Policy, or upon your written request.



# ADITAMENTO DE RENTA FAMILIAR

Best Meridian International Insurance Company I.I.

Esta Aditamento de Ingresos Familiares (la "Aditamento") forma parte de la Póliza si:

- 1. se indica en la página de Datos de la Póliza o por medio de un endoso; y
- 2. se ha solicitado por escrito.

Los beneficios proporcionados por este Anexo están sujetos están sujetos a los términos y condiciones de la Póliza, excepto cuando este Aditamento disponga lo contrario.

#### **Beneficios**

La Compañía pagará los beneficios especificados en la Página de Datos de la Póliza en forma de cuotas regulares, como se describe en la misma, menos los Cargos por Servicios Especializados aplicables según se define en la Póliza (el "Beneficio de Ingreso Familiar"), al recibir la prueba de que el Asegurado de esta Aditamento falleció mientras esta Póliza y esta Aditamento estaban en vigor.

#### Beneficiario

A excepción de disposición en contrario, el Beneficiario de las prestaciones pagaderas en virtud de esta cláusula o Aditamento adicional, la Prestación de Ingresos Familiares, es la que se indica en la solicitud. En caso, de que, el Beneficiario fallezca antes del final del período de ingresos que se muestra en la Página de Datos de la Póliza, los pagos restantes se pagarán al Beneficiario contingente, si lo hubiera. Si no hay un Beneficiario contingente, el valor actual de los pagos restantes se pagará en una sola suma a los administradores o albaceas del patrimonio del beneficiario. Si los pagos se hacen a un beneficiario contingente y éste se muere, el valor actual de los pagos restantes se pagará en una suma total al albacea o administrador del patrimonio del beneficiario contingente.

# Tasa del costo de seguro

Determinaremos el costo de la tarifa de seguro para riesgos estándar para cada año en función de nuestras expectativas sobre la experiencia futura. En el caso de los riesgos inferiores a la norma, las tasas se incrementarán de forma coherente con las tasas de los riesgos estándar.

Beneficio de exención en cargos mensuales. Si se emite una renuncia al Beneficio de deducciones mensuales con la Póliza, el costo del seguro eximido incluirá el costo del seguro eximido incluirá el costo del seguro para esta Aditamento o Aditamento.

#### Declaración incorrecta de la edad o del sexo

Si la edad o sexo del asegurado se indican incorrectamente en la solicitud, ajustaremos y pagaremos el Beneficio de Ingreso Familiar en función de la edad y/o el sexo correcto del Asegurado. Esta cantidad será la Prestación de Ingreso Familiar que se comprado utilizando el costo correcto del seguro.

#### Declaración incorrecta de la condición de fumador

Si la declaración de estado de Fumador o de tabaquismo del Asegurado es indicada incorrectamente en la solicitud, ajustaremos y pagaremos el Beneficio de Ingreso Familiar en función de su condición de Fumador, ajustaremos y pagaremos el Beneficio de Ingreso Familiar en función del estado de Tabaquismo correcto del Asegurado. Esta cantidad será la Prestación de Ingreso Familiar que se habría comprado utilizando el costo correcto del seguro.

#### Exclusión por suicidio

Si el asegurado fallece por suicidio, estando o no en el uso de sus facultades mentales, dentro de los dos años siguientes a la fecha efectiva de este aditamento, nuestra única responsabilidad estará limitada al costo pagado por este Anexo o Aditamento.

# Contestabilidad del aditamento

Podemos impugnar la validez del Anexo si alguna declaración o respuesta en la solicitud tergiversa cualquier hecho material para el seguro.

#### Terminación

Este Aditamento terminará con la terminación de la póliza o con su solicitud por escrito.

Form No. 321 Rev. 05/25



# FAMILY INCOME RIDER

Best Meridian International Insurance Company I.I.

This Family Income Rider (the "Rider") forms part of the Policy if:

- 1. it is shown on the Policy Data Page or by endorsement; and
- 2. it has been applied for in writing.

The benefits provided by this Rider are subject to the terms of the Policy except where this Rider provides otherwise.

### **Benefits**

The Company will pay the benefits specified on the Policy Data Page in the form of regular installments, as outlined therein, less any applicable Specialized Service Charges as defined in the Policy (the "Family Income Benefit"), upon receipt of proof that the Insured of this Rider died while this Policy and this Rider were in force.

# **Beneficiary**

Unless otherwise provided, the beneficiary for the Family Income Benefit is as stated in the application. If the beneficiary dies before the end of the income period shown on the Policy Data Page, any remaining payments will be paid to the contingent beneficiary, if any. If there is no contingent beneficiary, the present value of any remaining payments will be paid in one sum to the executors or administrators of the beneficiary's estate. If payments are being made to the contingent beneficiary and he/she dies, the present value of any remaining payments will be paid in one sum to the executor or administrator of the contingent beneficiary's estate.

#### Cost of insurance rate

We will determine the cost of insurance rate for standard risks for each year based on our expectations about future experience. For substandard risks, the rates will be increased in a manner consistent with the rates for standard risks.

### Waiver of monthly deductions benefit

If a waiver of monthly deductions benefit is issued with the Policy, the cost of insurance waived will include the cost of insurance for this Rider.

#### Misstatement of age or sex

If the Insured's age or sex is misstated in the application, we will adjust and pay the Family Income Benefit based on the Insured's correct age and/or sex. This amount will be the Family Income Benefit which would have been purchased by using the correct cost of insurance.

#### Misstatement of smoker status

If the smoking status of the Insured is misstated in the application, we will adjust and pay the Family Income Benefit based on the correct smoking status of the Insured. This amount will be the Family Income Benefit which would have been purchased by using the correct cost of insurance.

#### Suicide exclusion

If the Insured dies by suicide whether sane or insane, within two years of the effective date of this Rider, our only liability will be limited to the cost paid for this Rider.

# **Contestability of Rider**

We may contest the validity of the Rider if any statement or answer in the application misrepresents any fact material to the insurance.

#### **Termination**

This Rider will terminate upon the termination of the Policy, or upon your written request.



# PRIMARY INSURED TERM INSURANCE RIDER

Best Meridian International Insurance Company I.I.

This Rider forms part of the Policy if:

- 1. It is shown on the Policy Data Page or by endorsement; and
- 2. It has been applied for in writing

The benefits provided by this Rider are subject to the terms of the Policy except where this Rider provides otherwise.

#### **Benefits**

The Company will pay the benefits specified on the Policy Data Page upon receipt by the Company that the Insured of this Rider died while this Policy and this Rider were in force.

# **Beneficiary**

Unless otherwise provided, the Beneficiary for benefits payable under this Rider is as stated in the application.

#### **Cost of Insurance Rate**

We will determine the Cost of Insurance rate for standard risks for each year based on our expectations about future experience. For substandard risks, the rates will be increased in manner consistent with the rates for standard risks.

# Waive of monthly deductions benefit

If a waiver of a monthly deductions benefit is issued with the Policy, the Cost of Insurance waved will include the Cost of Insurance for this Rider.

# Misstatement of age or sex

If the Insured's age or sex is misstated in the application, we will adjust and pay the benefits based on the Insured's correct age and/or sex. This amount will be the benefits which would have been purchased by using the correct Cost of Insurance.

#### Misstatement of smoker status

If the smoking status of the Insured is misstated in the application, we will adjust and pay the benefits based on the correct smoking status of the Insured. This amount will be the benefits which would have been purchased by using the correct Cost of Insurance.

# Suicide exclusion

If the Insured dies by suicide whether sane or insane, within two years of the effective date of this Rider, our only liability will be limited to the cost paid for this Rider.

#### Contestability of Rider

The contestability of this Rider will be subject to the terms and conditions outlined in the Policy.

#### **Termination**

This Rider will terminate upon the termination of the Policy, or upon your written request.



# ADITAMENTO DE SEGURO TERMPORAL SOBRE EL ASEGURADO PRINCIPAL

Best Meridian International Insurance Company I.I.

Este aditamento forma parte de la póliza si:

- 1. Aparece en la Página de Datos de la Póliza o mediante un endoso; y
- 2. Ha sido solicitado por escrito.

Los beneficios contemplados en este aditamento están sujetos a los términos y condiciones de la póliza, excepto cuando este aditamento disponga lo contrario.

#### **Beneficios**

La Compañía pagará los beneficios especificados en la Página de Datos de la Póliza tras recibir la prueba de que el asegurado de este aditamento falleció mientras esta póliza y este aditamento estuvieran en vigor.

#### **Beneficiario**

El beneficiario de los beneficios pagaderos bajo este aditamento será el indicado en la solicitud, salvo disposición contraria.

# Tasa del Costo de Seguro

Determinaremos anualmente la tasa del costo de seguro para riesgos estándar basándonos en nuestras expectativas sobre la experiencia futura. Para riesgos subestándares, las tasas se incrementarán de manera consistente con las tasas de riesgos estándar.

## Beneficio de Exoneración de los Cargos Mensuales

Si se emite un beneficio de exoneración de los cargos mensuales con la póliza, el costo del seguro exonerado incluirá el costo de seguro de este aditamento.

#### Declaración Incorrecta de la Edad o del Sexo

Si la edad o el sexo del asegurado se declara incorrectamente en la solicitud de la póliza, ajustaremos y pagaremos los beneficios basándonos en la edad y/o sexo correcto del asegurado. La cantidad resultante será el beneficio que se hubiera adquirido aplicando el costo correcto del seguro.

## Declaración Incorrecta de la Condición de Fumador

Si la condición de fumador o no fumador del asegurado fue declarada incorrectamente en la solicitud de la póliza, ajustaremos y pagaremos los beneficios basándonos en la condición correcta del asegurado. La cantidad resultante será el beneficio que se hubiera adquirido aplicando el costo correcto del seguro.

# **Exclusión por Suicidio**

Si el asegurado fallece por suicidio, estando o no en uso de sus facultades mentales, dentro de los dos años siguientes a la fecha efectiva de este aditamento, nuestra única responsabilidad se limitará al costo pagado por este aditamento.

# Contestabilidad del Aditamento

La contestabilidad de este aditamento estará sujeta a los términos y condiciones establecidos en la póliza.

### **Terminación**

Este aditamento cesará en vigor cuando la póliza termine o si usted lo solicita por escrito.



# PRIMARY INSURED TERM INSURANCE RIDER

Best Meridian International Insurance Company I.I.

This Rider forms part of the Policy if:

- 1. It is shown on the Policy Data Page or by endorsement; and
- 2. It has been applied for in writing

The benefits provided by this Rider are subject to the terms of the Policy except where this Rider provides otherwise.

#### **Benefits**

The Company will pay the benefits specified on the Policy Data Page upon receipt by the Company that the Insured of this Rider died while this Policy and this Rider were in force.

# **Beneficiary**

Unless otherwise provided, the Beneficiary for benefits payable under this Rider is as stated in the application.

#### **Cost of Insurance Rate**

We will determine the Cost of Insurance rate for standard risks for each year based on our expectations about future experience. For substandard risks, the rates will be increased in manner consistent with the rates for standard risks.

## Waive of monthly deductions benefit

If a waiver of a monthly deductions benefit is issued with the Policy, the Cost of Insurance waved will include the Cost of Insurance for this Rider.

# Misstatement of age or sex

If the Insured's age or sex is misstated in the application, we will adjust and pay the benefits based on the Insured's correct age and/or sex. This amount will be the benefits which would have been purchased by using the correct Cost of Insurance.

#### Misstatement of smoker status

If the smoking status of the Insured is misstated in the application, we will adjust and pay the benefits based on the correct smoking status of the Insured. This amount will be the benefits which would have been purchased by using the correct Cost of Insurance.

#### Suicide exclusion

If the Insured dies by suicide whether sane or insane, within two years of the effective date of this Rider, our only liability will be limited to the cost paid for this Rider.

## Contestability of Rider

The contestability of this Rider will be subject to the terms and conditions outlined in the Policy.

# **Termination**

This Rider will terminate upon the termination of the Policy, or upon your written request.



# TOTAL DISABILITY WAIVER OF MONTHLY CHARGES BENEFIT

Best Meridian International Insurance Company I.I.

This Rider forms part of the Policy if:

- 1. It is shown on the Policy Data Page or by endorsement; and
- 2. It has been applied for in writing

The benefits of this Rider are subject to all the terms and conditions of the Policy. All terms as defined in the Policy will continue to apply in this Rider. While all provisions of the Policy remain in effect, they are amended as specifically modified by this Rider.

#### **Benefits**

If all the conditions of this Rider are met, we will waive the Monthly Charges under the Policy. All of the following conditions must be met:

- a) The Insured becomes Totally Disabled while this Rider is in force.
- b) The Insured's Total Disability must be continuous for at least six (6) consecutive months.
- c) Notice and proof of the claim must be submitted, satisfactory to us, and in accordance with the provisions of this Rider.
- d) Total Disability must begin before the Policy Anniversary immediately following the sixty-fifth (65<sup>th</sup>) birthday of the Insured.

If Total Disability begins before the Policy Anniversary immediately following the sixtieth (60<sup>th</sup>) birthday of the Insured, the Company will waive each Monthly Charge until the Insured is no longer Totally Disabled. If Total Disability begins after the Policy Anniversary nearest the sixtieth (60th) birthday of the Insured, the Company will continue waive until the insured is no longer totally disabled, but no longer than the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured. The waiving of Monthly Charges under this Rider will not reduce any benefits payable under the terms and conditions of the Policy.

#### **Exclusions**

There will be no benefit under this Rider if the Insured's Total Disability results directly or indirectly from the following:

- a) insurrection, declared war, or undeclared war;
- b) voluntary participation in any riot or civil disorder;
- c) Injury or Sickness first manifested before this Rider was in force;
- d) Intentionally self-inflicted Injury; or
- e) Injury or Sickness resulting from any activity the Insured directly participated in that is illegal or criminal in nature.

# **Definition of Total Disability**

"Total Disability" means the inability of the Insured, due to a disability resulting from Injury or Sickness, to:

- a) engage in his or her regular occupation during the first twenty-four (24) months of any one continuous period of Total Disability; and
- b) engage in any gainful occupation for which he or she is reasonably suited by his or her education, training or experience following the first twenty-four (24) months of any one continuous period of Total Disability.

If the Insured is primarily a student or homemaker at the time the Total Disability begins, that activity will be treated as the Insured's regular occupation. If the Insured is primarily a student at the time disability begins, Total Disability means complete inability to attend school outside of the home during the first twenty-four (24) months of any one continuous period of Total

nability to attend school outside of the home during the first twenty-four (24) months of any one continuous period of Total



Disability. If the Insured is primarily a homemaker at the time Total Disability begins, Total Disability means complete inability to perform household duties during the first twenty-four (24) months of any one continuous period of Total Disability.

## **Definition of Injury**

"Injury" means any bodily harm to the Insured resulting from an unexpected and unintentional external event.

#### **Definition of Sickness**

"Sickness" means any illness or disease that first manifests while this Rider is in force.

# **Notice and Proof of Total Disability**

The Company must receive written notice of claim and proof of Total Disability, satisfactory to us:

- a) during the lifetime of the Insured;
- b) before the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured; and
- c) during the period of Total Disability.

If proof of Total Disability is not received by the Company as outlined above, the claim will be invalid. However, we will consider such a claim if it is shown, to our satisfaction, that it was not reasonably possible to provide written proof within such a time.

## **Proof of Continuance of Total Disability**

After the initial approval of a claim under this Rider, we will require written proof, from time to time, that the Insured has continued to be Totally Disabled. This ongoing verification is necessary even after we have accepted the initial proof of total disability. If such continuing proof of total disability is not received by the Company when requested, the Company will deem the Insured no longer Totally Disabled from the date of the request.

#### **Right to Examination**

The Company reserves the right to require a medical examination of the Insured, to be conducted by a physician chosen by the Company. This examination will be at our discretion and may be requested in relation to any claims made under this Rider. The Insured must comply with the Company's request for such an examination as a condition for the continued provision of benefits under this Rider. Any refusal to undergo the examination may affect the Insured's eligibility for benefits under this Rider.

#### **Proof of Age**

We will require proof of age of the Insured before waiver of any Monthly Charges pursuant to this Rider.

#### **Termination**

This Rider will terminate upon the first to occur:

- a) receipt of the Insured's written request;
- b) the termination of the Policy, or
- c) the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured.



# BENEFICIO DE EXONERACIÓN DE CARGOS MENSUALES POR INCAPACIDAD TOTAL

Best Meridian International Insurance Company I.I.

Este Aditamento forma parte de la Póliza si:

- 1. Se indica en la página 3 o por medio de un Aditamento; y
- 2. Se ha solicitado por escrito

Los beneficios de este Aditamento están sujetos a todos los términos y condiciones de la Póliza. Todos los términos definidos en la Póliza continuarán aplicándose en este Aditamento. Mientras todas las disposiciones de la Póliza permanezcan en efecto, estas son modificadas específicamente por este Aditamento.

#### Beneficios

Si se cumplen todas las condiciones de este Aditamento, renunciaremos a los Cargos Mensuales bajo la Póliza. Todas las siguientes condiciones deben cumplirse:

- a) El Asegurado se vuelve Totalmente Discapacitado mientras este Aditamento esté vigente.
- b) La Incapacidad Total del Asegurado debe ser continua durante al menos seis (6) meses consecutivos.
- c) Se debe presentar aviso y prueba del reclamo, satisfactorio para nosotros, y de acuerdo con las disposiciones de este Aditamento.
- d) La Incapacidad Total debe comenzar antes del Aniversario de la Póliza inmediatamente siguiente al sexagésimo quinto (65) cumpleaños del Asegurado.

Si la Incapacidad Total comienza antes del Aniversario de la Póliza inmediatamente siguiente al sexagésimo (60) cumpleaños del Asegurado, la Compañía renunciará a cada Cargo Mensual hasta que el Asegurado ya no esté Totalmente Discapacitado. Si la Incapacidad Total comienza después del Aniversario de la Póliza más cercano al sexagésimo (60) cumpleaños del Asegurado, la Compañía continuará renunciando hasta que el asegurado ya no esté totalmente discapacitado, pero no más allá del Aniversario de la Póliza inmediatamente siguiente al sexagésimo quinto (65) cumpleaños del Asegurado.

La renuncia de Cargos Mensuales bajo este Aditamento no reducirá ningún beneficio pagadero bajo los términos y condiciones de la Póliza.

#### **Exclusiones**

No habrá beneficio bajo este Aditamento si la Incapacidad Total del Asegurado resulta directa o indirectamente de lo siquiente:

- a) insurrección, guerra declarada o no declarada;
- b) participación voluntaria en cualquier disturbio o desorden civil;
- c) Lesión o Enfermedad manifestada por primera vez antes de que este Aditamento estuviera en vigor;
- d) Lesión autoinfligida intencionalmente; o
- e) Lesión o Enfermedad resultante de cualquier actividad en la que el Asegurado participó directamente y que sea ilegal o criminal en su naturaleza.

# Definición de Incapacidad Total

"Incapacidad Total" significa la incapacidad del Asegurado, debido a una Incapacidad resultante de Lesión o Enfermedad, para:

- a) desempeñar su ocupación regular durante los primeros veinticuatro (24) meses de cualquier período continuo de Incapacidad Total; y
- b) desempeñar cualquier ocupación lucrativa para la cual él o ella sea razonablemente apto por su educación, entrenamiento o experiencia después de los primeros veinticuatro (24) meses de cualquier período continuo de Incapacidad Total.

Si el Asegurado es principalmente un estudiante o ama de casa en el momento en que comienza la Incapacidad Total, esa

Form No. 323 Rev. 05/25



actividad será tratada como la ocupación regular del Asegurado. Si el Asegurado es principalmente un estudiante en el momento en que comienza la Incapacidad, Incapacidad Total significa la incapacidad completa para asistir a la escuela fuera del hogar durante los primeros veinticuatro (24) meses de cualquier período continuo de Incapacidad Total. Si el Asegurado es principalmente un ama de casa en el momento en que comienza la Incapacidad Total, Incapacidad Total significa la incapacidad completa para realizar las tareas del hogar durante los primeros veinticuatro (24) meses de cualquier período continuo de Incapacidad Total.

#### Definición de Lesión

"Lesión" significa cualquier daño corporal al Asegurado resultante deun evento externo inesperado e involuntario.

#### Definición de Enfermedad

"Enfermedad" significa cualquier enfermedad o padecimiento que se manifieste por primera vez mientras este Aditamento esté vigente.

#### Notificación y Prueba de Incapacidad Total

La Compañía debe recibir notificación escrita del reclamo y prueba de Incapacidad Total, satisfactoria para nosotros:

- a) durante la vida del Asegurado;
- antes del Aniversario de la Póliza inmediatamente siguiente al sexagésimo quinto (65) cumpleaños del Asegurado;
   y
- c) durante el período de Incapacidad Total.

Si la prueba de Incapacidad Total no es recibida por la Compañía como se indica arriba, el reclamo será inválido. Sin embargo, consideraremos tal reclamo si se demuestra, a nuestra satisfacción, que no fue razonablemente posible proporcionar prueba escrita dentro de dicho tiempo.

# Prueba de Continuidad de la Incapacidad Total

Después de la aprobación inicial de un reclamo bajo este Aditamento, requeriremos prueba escrita, de vez en cuando, de que el Asegurado ha continuado estando Totalmente Discapacitado. Esta verificación continua es necesaria incluso después de que hayamos aceptado la prueba inicial de Incapacidad total. Si tal prueba continua de Incapacidad total no es recibida por la Compañía cuando se solicite, la Compañía considerará que el Asegurado ya no está Totalmente Discapacitado a partir de la fecha de la solicitud.

### Derecho a Examen

La Compañía se reserva el derecho de requerir un examen médico del Asegurado, que será realizado por un médico elegido por la Compañía. Este examen será a nuestra discreción y puede ser solicitado en relación con cualquier reclamo hecho bajo este Aditamento. El Asegurado debe cumplir con la solicitud de la Compañía para tal examen como condición para la provisión continua de beneficios bajo este Aditamento. Cualquier negativa a someterse al examen puede afectar la elegibilidad del Asegurado para beneficios bajo este Aditamento.

# Prueba de Edad

Requeriremos prueba de edad del Asegurado antes de renunciar a cualquier Cargo Mensual de acuerdo con este Aditamento.

# **Terminación**

Este Aditamento terminará en el primero de los siguientes eventos:

- a) recepción de la solicitud escrita del Asegurado;
- b) la terminación de la Póliza; o
- c) el Aniversario de la Póliza inmediatamente siguiente al sexagésimo quinto (65) cumpleaños del Asegurado.

Form No. 323 Rev. 05/25



# TOTAL DISABILITY WAIVER OF MONTHLY CHARGES BENEFIT

Best Meridian International Insurance Company I.I.

This Rider forms part of the Policy if:

- 1. It is shown on the Policy Data Page or by endorsement; and
- 2. It has been applied for in writing

The benefits of this Rider are subject to all the terms and conditions of the Policy. All terms as defined in the Policy will continue to apply in this Rider. While all provisions of the Policy remain in effect, they are amended as specifically modified by this Rider.

#### **Benefits**

If all the conditions of this Rider are met, we will waive the Monthly Charges under the Policy. All of the following conditions must be met:

- a) The Insured becomes Totally Disabled while this Rider is in force.
- b) The Insured's Total Disability must be continuous for at least six (6) consecutive months.
- c) Notice and proof of the claim must be submitted, satisfactory to us, and in accordance with the provisions of this Rider.
- d) Total Disability must begin before the Policy Anniversary immediately following the sixty-fifth (65<sup>th</sup>) birthday of the Insured.

If Total Disability begins before the Policy Anniversary immediately following the sixtieth (60<sup>th</sup>) birthday of the Insured, the Company will waive each Monthly Charge until the Insured is no longer Totally Disabled. If Total Disability begins after the Policy Anniversary nearest the sixtieth (60th) birthday of the Insured, the Company will continue waive until the insured is no longer totally disabled, but no longer than the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured. The waiving of Monthly Charges under this Rider will not reduce any benefits payable under the terms and conditions of the Policy.

#### **Exclusions**

There will be no benefit under this Rider if the Insured's Total Disability results directly or indirectly from the following:

- a) insurrection, declared war, or undeclared war;
- b) voluntary participation in any riot or civil disorder;
- c) Injury or Sickness first manifested before this Rider was in force;
- d) Intentionally self-inflicted Injury; or
- e) Injury or Sickness resulting from any activity the Insured directly participated in that is illegal or criminal in nature.

# **Definition of Total Disability**

"Total Disability" means the inability of the Insured, due to a disability resulting from Injury or Sickness, to:

- a) engage in his or her regular occupation during the first twenty-four (24) months of any one continuous period of Total Disability; and
- b) engage in any gainful occupation for which he or she is reasonably suited by his or her education, training or experience following the first twenty-four (24) months of any one continuous period of Total Disability.

If the Insured is primarily a student or homemaker at the time the Total Disability begins, that activity will be treated as the Insured's regular occupation. If the Insured is primarily a student at the time disability begins, Total Disability means complete inability to attend school outside of the home during the first twenty-four (24) months of any one continuous period of Total

nability to attend school outside of the home during the first twenty-four (24) months of any one continuous period of Total



Disability. If the Insured is primarily a homemaker at the time Total Disability begins, Total Disability means complete inability to perform household duties during the first twenty-four (24) months of any one continuous period of Total Disability.

# **Definition of Injury**

"Injury" means any bodily harm to the Insured resulting from an unexpected and unintentional external event.

#### **Definition of Sickness**

"Sickness" means any illness or disease that first manifests while this Rider is in force.

# **Notice and Proof of Total Disability**

The Company must receive written notice of claim and proof of Total Disability, satisfactory to us:

- a) during the lifetime of the Insured;
- b) before the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured; and
- c) during the period of Total Disability.

If proof of Total Disability is not received by the Company as outlined above, the claim will be invalid. However, we will consider such a claim if it is shown, to our satisfaction, that it was not reasonably possible to provide written proof within such a time.

## **Proof of Continuance of Total Disability**

After the initial approval of a claim under this Rider, we will require written proof, from time to time, that the Insured has continued to be Totally Disabled. This ongoing verification is necessary even after we have accepted the initial proof of total disability. If such continuing proof of total disability is not received by the Company when requested, the Company will deem the Insured no longer Totally Disabled from the date of the request.

#### **Right to Examination**

The Company reserves the right to require a medical examination of the Insured, to be conducted by a physician chosen by the Company. This examination will be at our discretion and may be requested in relation to any claims made under this Rider. The Insured must comply with the Company's request for such an examination as a condition for the continued provision of benefits under this Rider. Any refusal to undergo the examination may affect the Insured's eligibility for benefits under this Rider.

# Proof of Age

We will require proof of age of the Insured before waiver of any Monthly Charges pursuant to this Rider.

#### **Termination**

This Rider will terminate upon the first to occur:

- a) receipt of the Insured's written request;
- b) the termination of the Policy, or
- c) the Policy Anniversary immediately following the sixty-fifth (65th) birthday of the Insured.



# VIOLENT DEATH EXCLUSION

Best Meridian International Insurance Company I.I.

This Violent Death Exclusion Rider (the "Rider) is subject to all the terms and conditions of the Policy. All terms as defined in the Policy will continue to apply in this Rider. While all provisions of the Policy remain in effect, they are amended as specifically modified by this Rider.

The Company will not provide coverage for any death of the Insured under this Policy that arises, either directly or indirectly, from any of the causes listed below, regardless of whether such circumstances occur during peacetime or wartime:

- 1) Any act or form of physical violence or injury inflicted upon either the Insured or any other individual.
- 2) Any actions taken in response to, defense against, or anticipation of any attack, whether actual, expected, or impending, by any entity. This includes, but is not limited to, the following:
  - a) any recognized or unrecognized governmental or sovereign power;
  - b) any military force, including ground, naval, or air divisions, operating under either governmental or nongovernmental entities;
  - c) any person acting on behalf of a governmental authority;
- 3) Any actions undertaken by individuals directly or indirectly affiliated with a terrorist or rebel organization irrespective of whether the individual is a willing participant or an unintended agent of the terrorist or rebel organization.
- 4) Any kidnapping event, attempted kidnapping, or attempt to escape or to be rescued from such kidnapping;
- 5) Insurrection, rebellion, revolution, civil war, usurpation of power, or any action taken by any governmental or quasigovernmental authority in response to the above listed events.

The Death Benefit will be limited to the return of premiums paid or the net cash value on the date of death of the Insured, whichever is greater.



# **EXCLUSIÓN DE MUERTE VIOLENTA**

Best Meridian International Insurance Company I.I.

Este Aditamento de Exclusión por Muerte Violenta (el "Aditamento) es sujeto a todos los términos y condiciones de la Póliza. Todos los términos definidos en la Póliza se aplicarán en este Aditamento. Si bien todas las disposiciones de la Póliza siguen en efecto, estas se modifican tal como se especifica en este Aditamento.

La Compañía no proporcionará cobertura por la muerte del Asegurado bajo esta Póliza que surja, ya sea directa o indirectamente, de cualquiera de las causas enumeradas a continuación, independientemente de si tales circunstancias ocurren en tiempo de paz o de guerra:

- 1) Cualquier acto o forma de violencia física o lesión infligida a el Asegurado o a cualquier otro individuo.
- 2) Cualquier acción tomada en respuesta a, defensa contra, o anticipación de cualquier ataque, ya sea real, esperado o inminente, por cualquier entidad. Esto incluye, pero no se limita a, lo siguiente:
  - a) cualquier poder gubernamental o soberano reconocido o no reconocido;
  - b) cualquier fuerza militar, incluyendo divisiones terrestres, navales o aéreas, operando bajo entidades gubernamentales o no gubernamentales;
  - c) cualquier persona actuando en nombre de una autoridad gubernamental;
- Cualquier acción emprendida por individuos directa o indirectamente afiliados a una organización terrorista o rebelde, independientemente de si el individuo es un participante voluntario o un agente no intencionado de la organización terrorista o rebelde.
- 4) Cualquier evento de secuestro, intento de secuestro o intento de escapar o ser rescatado de dicho secuestro;
- 5) Insurrección, rebelión, revolución, guerra civil, usurpación del poder, o cualquier acción tomada por cualquier autoridad gubernamental o cuasi-gubernamental en respuesta a los eventos mencionados anteriormente.

El Beneficio por Muerte estará limitado al retorno de las primas pagadas o al valor en efectivo neto a la fecha de la muerte del Asegurado, lo que sea mayor.

Form No. 266 Rev. 05/25 2



# VIOLENT DEATH EXCLUSION

Best Meridian International Insurance Company I.I.

This Violent Death Exclusion Rider (the "Rider) is subject to all the terms and conditions of the Policy. All terms as defined in the Policy will continue to apply in this Rider. While all provisions of the Policy remain in effect, they are amended as specifically modified by this Rider.

The Company will not provide coverage for any death of the Insured under this Policy that arises, either directly or indirectly, from any of the causes listed below, regardless of whether such circumstances occur during peacetime or wartime:

- 1) Any act or form of physical violence or injury inflicted upon either the Insured or any other individual.
- 2) Any actions taken in response to, defense against, or anticipation of any attack, whether actual, expected, or impending, by any entity. This includes, but is not limited to, the following:
  - a) any recognized or unrecognized governmental or sovereign power;
  - b) any military force, including ground, naval, or air divisions, operating under either governmental or non-governmental entities;
  - c) any person acting on behalf of a governmental authority;
- 3) Any actions undertaken by individuals directly or indirectly affiliated with a terrorist or rebel organization irrespective of whether the individual is a willing participant or an unintended agent of the terrorist or rebel organization.
- 4) Any kidnapping event, attempted kidnapping, or attempt to escape or to be rescued from such kidnapping;
- 5) Insurrection, rebellion, revolution, civil war, usurpation of power, or any action taken by any governmental or quasigovernmental authority in response to the above listed events.

The Death Benefit will be limited to the return of premiums paid or the net cash value on the date of death of the Insured, whichever is greater.