



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6688  
(904) 992-1776

A Stock Company

### GROUP ACCIDENT INSURANCE POLICY WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT NON-PARTICIPATING

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

The policyholder should read this policy carefully and contact us promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction and consists of:

1. all policy provisions and any amendments and/or attachments issued; and
2. the employer's signed application.

**This policy is a legal contract between the policyholder and the Company.** This policy may be changed in whole or in part. The approval must be in writing, signed by one of our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

#### NOTICE OF THIRTY (30) DAY RIGHT TO EXAMINE POLICY

You may, within 30 days after receipt of this policy, return it to us or to our agent. Upon such return of the policy, it will be void as of the effective date; any premium paid will be refunded.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida on the policy effective date.

**Important Cancellation Information - Please read the provisions entitled "Canceling Policy" found on Page 4 and "Termination of Coverage" found on Page 6.**

**This policy contains a pre-existing condition limitation. See the "Pre-existing Condition Limitation" on Page 11.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the company.**

Secretary

President

**PLEASE READ YOUR POLICY CAREFULLY!  
THIS IS A GROUP ACCIDENT ONLY POLICY WHICH PROVIDES  
BENEFITS FOR ACCIDENTS AS DEFINED WITHIN THIS POLICY  
OR OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN**

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**ACCIDENT PLAN  
WHICH INCLUDES ACCIDENTAL DEATH AND DISMEMBERMENT  
GROUP POLICY SPECIFICATIONS**

POLICYHOLDER: DEPARTMENT OF STATE TREASURER NC RETIREMENT SYSTEMS

POLICY NUMBER: 15934 & 15962

POLICY EFFECTIVE DATE: January 1, 2013

POLICY ANNIVERSARY DATE: January 1, 2014 and the first day of January each calendar year thereafter.

GOVERNING JURISDICTION: the state of North Carolina and subject to the laws of that jurisdiction.

**ELIGIBLE CLASS(ES):** All North Carolina Retirement System retirees, excluding retirees who are insured under any individual accident policy through American Heritage Life Insurance Company.

**BENEFITS:** See page 3A

**PLAN I - INITIAL RATE:** Monthly rate of \$15.52 per employee for Individual Coverage; or \$28.88 per employee for Individual and Spouse Coverage; or \$31.86 per employee for Individual and Child(ren) Coverage; or \$39.28 per employee for Family Coverage.

**PLAN II - INITIAL RATE:** Monthly rate of \$22.20 per employee for Individual Coverage; or \$42.24 per employee for Individual and Spouse Coverage; or \$46.70 per employee for Individual and Child(ren) Coverage; or \$57.84 per employee for Family Coverage.

**RATE GUARANTEE DATE:** 01/01/2016

**PREMIUM DUE:** The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.

**COST OF COVERAGE:** The employee pays the cost of coverage.

**DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES**

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this plan. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

Name

Location (City And State)

None

**ACCIDENT POLICY – GVAP1(NC)**  
**SEE BENEFITS SECTION OF POLICY FOR DETAILS OF BENEFITS**

**Plan I - Benefits**

**Principal Amount**

	<u>Insured Employee</u>	<u>Spouse</u>	<u>Child(ren)</u>
Accidental Death	\$40,000	\$20,000	\$10,000
Common Carrier Accidental Death	\$200,000	\$100,000	\$50,000
Dismemberment (scheduled – maximum benefit)	\$40,000*	\$20,000*	\$10,000*
Dislocation/Fracture (scheduled – maximum benefit)	\$4,000*	\$2,000*	\$1,000*
Initial Hospitalization Confinement	\$1,000	\$1,000	\$1,000
Hospitalization Confinement (daily benefit amount)	\$200	\$200	\$200
Intensive Care (daily benefit amount)	\$400	\$400	\$400
Ambulance Services			
Ground Ambulance	\$200	\$200	\$200
Air Ambulance	\$600	\$600	\$600
Medical Expenses	\$500	\$500	\$500
Outpatient Physicians Treatment Benefit	\$50	\$50	\$50

\*Multiplied by applicable factor on page 13.

**Plan II - Benefits**

**Principal Amount**

	<u>Insured Employee</u>	<u>Spouse</u>	<u>Child(ren)</u>
Accidental Death	\$60,000	\$30,000	\$15,000
Common Carrier Accidental Death	\$300,000	\$150,000	\$75,000
Dismemberment (scheduled – maximum benefit)	\$60,000*	\$30,000*	\$15,000*
Dislocation/Fracture (scheduled – maximum benefit)	\$6,000*	\$3,000*	\$1,500*
Initial Hospitalization Confinement	\$1,500	\$1,500	\$1,500
Hospitalization Confinement (daily benefit amount)	\$300	\$300	\$300
Intensive Care (daily benefit amount)	\$600	\$600	\$600
Ambulance Services			
Ground Ambulance	\$300	\$300	\$300
Air Ambulance	\$900	\$900	\$900
Medical Expenses	\$750	\$750	\$750
Outpatient Physicians Treatment Benefit	\$75	\$75	\$75

\*Multiplied by applicable factor on page 13.

## **POLICYHOLDER PROVISIONS**

### **RATE GUARANTEE**

A change in premium rate will not take effect before the rate guarantee date shown on page 3, but in no case will premiums be changed during the first 12 months of coverage. After the first 12 months of coverage we may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in this plan design; or
2. a division, subsidiary, or affiliated company is added or deleted; or
3. the number of insured employees changes by 10% or more; or
4. a new law or a change in any existing law is enacted which applies to this plan; or
5. less than 5 of those eligible for coverage are participating.

We will notify the policyholder in writing at least 45 days before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing. Rates are guaranteed for 12 months after a premium revision.

### **PREMIUM INCREASES OR DECREASES**

Premium increases or decreases which take effect during a policy month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

### **INFORMATION REQUIRED FROM THE POLICYHOLDER**

The policyholder must provide us with the following on a regular basis:

1. information about employees:
  - a. who are eligible to become insured; and
  - b. whose coverage changes; and
  - c. whose coverage ends; and
2. any information that may be required to manage a claim; and
3. any other information that may be reasonably required.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time.

### **CANCELING POLICY**

This policy can be canceled:

1. by us; or
2. by the policyholder.

We may cancel or offer to modify this policy, with at least 45 days written notice to the policyholder, if:

1. less than 5 of those eligible for coverage are participating; or
2. this policy has been in effect more than 12 months; or
3. the policyholder does not promptly provide us with information that is reasonably required; or
4. the policyholder fails to perform any of its obligations that relate to this policy; or
5. fewer than 5 employees are insured.

If the premium is not paid during the grace period, the policy will terminate automatically at the end of the grace period. The policyholder is liable for the premium for coverage during the grace period. The policyholder must pay us all premiums due for the full period each plan is in force.

The policyholder may cancel this policy by written notice delivered to us at least 31 days prior to the cancellation date. When both the policyholder and we agree, this policy or a plan can be canceled on an earlier date. If we or the policyholder cancels this policy, coverage will end at 12:00 midnight on the last day of coverage.

Cancellation of coverage by us is without prejudice to any continuous loss that commences while this policy was in force.

## GENERAL PROVISIONS

### CLASS(ES) OF EMPLOYEES/ELIGIBILITY FOR COVERAGE

The class(es) of employees eligible for coverage are shown on page 3.

### ELIGIBILITY OF FAMILY MEMBERS

Family members eligible to be covered persons are:

1. the employee; and
2. the employee's legal spouse; and
3. unmarried children of the employee, including adopted children, children during pendency of adoption procedures, foster children if living in a regular parent child relationship with the employee and stepchildren, who are under 22 years old, or under 26 years old and full-time students at an educational institution of higher learning beyond high school. The employee's children must not have a full-time job and be dependent on the employee for support.

A child born to the insured employee or covered spouse, while family coverage is in force, will be a covered person. This coverage begins at the moment of birth of such child for benefits otherwise payable to a covered person under this policy. Any person (except newborns, foster children or adopted children) who becomes a family member after the effective date must be added by endorsement. No additional premium will be required for newborns, foster children, adopted children or family members added by endorsement if family coverage is in force.

If the insured employee has individual coverage, newborn children are automatically covered from the moment of birth for a period of 31 days. If the insured employee desires uninterrupted coverage for the newborn child (children), the insured employee must notify us within 31 days of the child's birth. Upon notification, we will convert the insured employee's individual coverage to family coverage and provide notification of the additional premium due. If the insured employee does not notify us within 31 days of the birth of the child, the temporary automatic coverage ends. If the insured employee has individual coverage and gets married and desires coverage for his or her spouse, the insured employee must notify us of the marriage within 31 days of the marriage. We will convert the coverage to family coverage and provide notification of the additional premium due.

The provisions of this section also apply to adopted children, foster children and children during pendency of adoption proceedings as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption by the employee has been entered within 31 days after the date of birth.
2. If adoption proceedings have been instituted by the insured employee within 31 days after the date of birth and the insured employee has temporary custody, coverage is provided from the moment of birth.
3. Coverage shall begin from the date of placement.

Coverage must be provided as long as the insured employee has custody of the child pursuant to decree of the court and required premiums are paid.

### ELIGIBILITY OF SPOUSE FOR A DISABILITY RIDER

An employee's legal spouse is eligible for a disability rider if he or she has been actively working at least 25 hours per week for 3 consecutive months prior to the effective date of the spouse's coverage.

### ELIGIBILITY DATE

If the employee is working for the employer in an eligible class, the date such employee is eligible for coverage is the later of:

1. the policy effective date; or
2. the date such employee becomes a member of the eligible class.

### WHEN AN ELIGIBLE EMPLOYEE CAN ENROLL OR DISCONTINUE COVERAGE

1. The employee may apply for coverage during:
  - a. his or her initial enrollment period; or
  - b. at any other time, subject to evidence of insurability.
2. The employee may discontinue coverage at any time by providing written notice to us.

## GENERAL PROVISIONS (Continued)

### WHEN EVIDENCE OF INSURABILITY IS REQUIRED

Evidence of insurability is required if the employee:

1. voluntarily canceled coverage and is reapplying; or
2. is applying for the coverage at any time after his or her initial enrollment period.

### EFFECTIVE DATE OF COVERAGE

Coverage for each eligible employee is effective on the effective date shown on the certificate of coverage issued to that employee.

For any change in an insured employee's coverage that is subject to evidence of insurability, the change in coverage is effective on the date we approve such change in coverage.

For any change in coverage that is not subject to evidence of insurability, the change in coverage is effective on the date we receive such request for change in coverage.

### CERTIFICATE OF COVERAGE

We will issue certificates of coverage to each insured employee. The certificate will provide a description of the coverage provided by this policy and will state:

1. the benefits provided under the policy; and
2. to whom benefits are payable; and
3. the limitations, exclusions and requirements that apply to coverage under the policy.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

### ABSENT FROM WORK ON THE DATE COVERAGE WOULD NORMALLY BEGIN

If the employee is absent from work due to disability, injury, sickness, temporary layoff or leave of absence, coverage for that employee begins on the date he or she returns to active employment. This applies to an employee's initial coverage, as well as any increase or addition to coverage that occurs after such employee's initial coverage is effective.

### TERMINATION OF COVERAGE

The insured employee's coverage under the policy ends on the earliest of:

1. the date the policy is canceled; or
2. the last day of the period for which such insured employee made any required contributions; or
3. the last day such insured employee is in active employment, except as provided under the "Temporarily Not Working" provision; or
4. the date such insured employee is no longer in an eligible class; or
5. the date such insured employee's class is no longer eligible.

We will provide coverage for a payable claim that occurs while the insured employee is covered under the policy.

If the insured employee's spouse is a covered person, the spouse's coverage ends upon valid decree of divorce or death of the insured employee.

If the insured employee's child is a covered person, the child's coverage ends on the certificate anniversary next following the date the child is no longer eligible. This is the earlier of: (a) when the child marries; or (b) reaches age 22 (26 if a full-time student attending an educational institution of higher learning beyond high school). Coverage does not terminate on an unmarried child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under this policy; and
3. is chiefly dependent upon the insured employee for support and maintenance.

The child's coverage continues as long as this policy remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished within 60 days of the child's attainment of the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, then coverage continues during the period for which such premium was accepted. This does not apply where such acceptance was based on a misstatement of age.

## GENERAL PROVISIONS (Continued)

### AGENCY

For purposes of the policy, the policyholder acts on its own behalf or as the employee's agent. Under no circumstances will the policyholder be deemed our agent.

### TEMPORARILY NOT WORKING

We will continue the insured employee's coverage in accordance with the personnel practices of the policyholder's Human Resource department for a temporary layoff or leave of absence, if premium payments continue and the policyholder approved the leave in writing. Coverage will be continued for three months following the date the insured employee ceased active employment.

If the insured employee's coverage ends while on a family and medical leave of absence, his or her coverage will be reinstated when he or she returns to active employment.

We will not:

1. apply a new pre-existing conditions exclusion; or
2. require evidence of insurability.

### GRACE PERIOD

The policyholder is entitled to a grace period of 31 days for the payment of any premium due except for the first premium. The policy continues in force during the grace period, unless the policyholder gives us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of this policy. The policyholder is liable to us for the payment of any pro rata premium for the time the policy is in force during a grace period.

### ENTIRE CONTRACT

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the application and other written statements of the policyholder.

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or the covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or his beneficiary, if any, if a claim is denied based upon such a statement.

### CONTESTABILITY

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in any applications, can be used to void the policy. After 2 years from the effective date of any covered person's coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim for loss incurred.

### CLERICAL ERROR

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by the policyholder documenting any clerical errors.

### LEGAL ACTION

No legal action may be brought to obtain benefits under the policy:

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 3 years from the time written proof of loss is required to have been furnished.

### CHANGE OF BENEFICIARY

An insured employee may, from time to time, change his or her beneficiary. This will not require him or her to tell any beneficiary about the change or to obtain a consent. Such change must be in writing on a form we furnish or accept as satisfactory for that purpose and must be filed at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date he or she signed it. This will be true whether or not the insured employee is living on the date it is filed at our home office. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.



## **CONTINUATION OF ACCIDENT INSURANCE (COBRA)**

This section provides for continuation as mandated by federal law for the following benefits: Dislocation or Fracture, Initial Hospitalization Confinement, Hospitalization Confinement, Intensive Care, Ambulance Services, Medical Expenses and Outpatient Physicians Treatment Benefit. It applies if a person's insurance would otherwise end due to one of the following events, called a qualifying event. The following are qualifying events:

- A. Termination of employment (other than by reason of gross misconduct), or of an insured employee's eligibility due to reduction in his or her hours. Insurance may be continued for the insured employee and any covered family members.
- B. The death of an insured employee. Insurance may be continued for any of his or her covered family members.
- C. Divorce or legal separation. Insurance may be continued for covered family members whose insurance would otherwise end.
- D. A child ceasing to be an eligible family member under the policy. Insurance may be continued for that child.
- E. The employer files a Chapter 11 Bankruptcy petition. Insurance may be continued for any insured retirees and their covered family members. But this only applies if the insurance ends or is substantially reduced within one year before or after the filing for bankruptcy.

To choose this continuation of accident insurance, a person must be insured under the policy on the day before the qualifying event. In the case of bankruptcy, the person must also be: (a) an employee who retired on or before the date insurance ends or is substantially reduced; or (b) a dependent of the retiree on the day before the bankruptcy.

A person will not be denied continuation solely because he or she is covered under another group accident plan on the date the qualifying event occurs.

### **COVERAGE CONTINUED**

The insurance being continued for a person by this section is subject to the further terms of this section and all terms and provisions of the policy that do not conflict with this section. The insurance will be the same as that provided under the policy for other persons in the same insurance class in which such person would have been if the qualifying event had not occurred. However, any benefits provided for Accidental Death, Common Carrier Accidental Death, Dismemberment or a disability rider are not eligible for continuation under this provision. The continued insurance will be subject to any changes to the policy affecting the benefits of such class following the qualifying event.

### **NOTIFICATION AND PAYMENT REQUIREMENTS**

The insured employee or other qualifying family member has the responsibility to inform the employer of: (a) divorce; (b) legal separation; or (c) a child losing eligibility under the policy. This notice must be made within 60 days of the qualifying event. Failure to provide this notification within 60 days will result in the loss of the right to continue the insurance.

The employer has the responsibility of notifying the plan administrator of: (a) an insured employee's death, termination of employment, or reduction in hours; or (b) the employer's bankruptcy. This notice must be made within 30 days of the qualifying event.

The plan administrator will notify the qualifying person of the right to continue within 14 days of the notice described above. The person will then have 60 days to elect to continue his or her insurance. Failure to elect to continue insurance within 60 days after a person is notified by the plan administrator will result in loss of the right to continue such insurance.

The qualifying person will be required to pay a premium for the continued insurance to the policyholder. He or she will have 45 days from the date of election to pay the initial premium due. All further premiums will be due on a monthly basis with a 31 day grace period.

## CONTINUATION OF ACCIDENT INSURANCE (COBRA) – (Continued)

### TERMINATION

Insurance continued by this section will terminate on the first to apply of the dates that follow:

- A. The date the policy terminates or is amended to terminate the type of insurance being continued.
- B. The end of the last period for which premiums for such coverages have been made. This applies if any required premium is not made to the policyholder within 31 days of the due date.
- C. The date the person becomes covered under any other group accident plan, whether as an insured employee or otherwise. (This will not apply if such other plan contains any exclusion or limitation with respect to any pre-existing condition the person may have.)
- D. The date the person becomes entitled to benefits under Medicare. (This will not apply if the qualifying event involves retired employees of employers under Chapter 11 Bankruptcy and their dependents.)
- E. The date ending 18 months from the date of the qualifying event for persons who qualify due to termination of employment or reduction in hours worked. However, if a second qualifying event occurs within this 18 month period, the period of coverage for any affected dependent may be extended up to 36 months from the date of the first qualifying event. For all other qualifying events, insurance will terminate on the date ending 36 months from the date of the qualifying event, except as provided below:
  - (1) If a person is totally disabled for Social Security purposes any time during the first 60 days of continuation coverage, the 18 month period may be extended to 29 months. In order for this additional 11 months of insurance to be effective, the covered person must provide the policyholder or plan administrator with a copy of the notice of the determination. The notice must be provided:
    - (a) within 60 days of the Social Security determination of total disability; and
    - (b) within the initial 18 months of continuation coverage.
  - (2) If an insured employee has a qualifying event (termination or reduction in hours worked) and he or she had become entitled to Medicare before the date of this qualifying event, then any other qualified beneficiary (the spouse and/or children) will be entitled to a period of continuation that is the greater of:
    - (a) 36 months from the date the insured employee first became entitled to Medicare; or
    - (b) 18 months from the insured employee's termination or reduction in hours.
  - (3) For a qualifying event involving retired employees of employers under Chapter 11 Bankruptcy and their dependents, the maximum period of continuation coverage is:
    - (a) the lifetime of the retiree; or
    - (b) the lifetime of the surviving spouse of a retiree who dies before the bankruptcy; or
    - (c) 36 months after the date of death of the retiree, when such date is after the bankruptcy.
- F. With respect to a person entitled to a 29 month period of continuation coverage due to disability of a qualified beneficiary, the date of a final determination under Title II or XVI of the Social Security Act that the qualified beneficiary is no longer disabled. However, insurance will not terminate until the last day of the month that next follows the completion of a 30 day period beginning on the date of such final determination.

## **PORTABILITY PRIVILEGE**

We will provide accident insurance portability coverage, subject to these provisions.

Such coverage will not be available for a covered person, unless:

- A. that covered person's accident insurance under the policy terminates under the General Provision entitled "Termination of Coverage";
- B. we receive a written request by the covered person and payment of the first premiums for the portability coverage not later than 30 days after such termination; and
- C. the request is made on a form we furnish or approve for that purpose.

No portability coverage will be provided for any person, if his or her accident insurance under the policy terminated due to his or her failure to make required premiums.

### **COVERAGE**

The benefits, terms and conditions of the portability coverage will be the same as those provided under the policy for accident insurance when the covered person's insurance terminated. Portability coverage may include any eligible family members who were covered under the policy. Any change made to the policy after a covered person is insured under the portability privilege will not apply to that covered person unless it is required by law.

Portability coverage will be effective on the day after accident insurance under the policy terminates.

### **PREMIUMS**

Premiums are due and payable in advance to us at our home office. Premium due dates are the first day of each calendar month. The premium rates are based on the table of rates in effect on any premium due date. We have the right to change the rate table on any premium due date; but, in no case will premiums be changed during the first 12 months of coverage. After the first 12 months of coverage, we have the right to change the rate table, but not more frequently than once in any 6 month period. Written notice will be given at least 45 days before the change is to take effect.

### **GRACE PERIOD**

The grace period provision of the policy will apply to each certificate holder of portability coverage as if such covered person is the policyholder.

### **TERMINATION OF INSURANCE**

Insurance under this portability privilege will automatically end on the earliest of the following dates:

- A. The date the covered person again becomes eligible for accident insurance under the policy.
- B. The last day for which premiums have been paid, if the covered person fails to pay premiums when due, subject to the grace period provision.
- C. With respect to insurance for family members:
  - 1. the date the insured employee's insurance terminates; or
  - 2. the date the family member ceases to be an eligible family member under the policy.

A dependent child whose portability coverage terminates when he or she reaches the age limit may apply for portability coverage in his or her own name, if he or she is otherwise eligible.

### **TERMINATION OF THE POLICY**

If the policy terminates, insured employees and family members will be eligible to exercise the portability privilege on the termination date. Portability coverage may continue beyond the termination date, subject to the timely payment of premiums. Benefits for portability coverage will be determined as if the policy had remained in full force and effect.

## **LIMITATIONS AND EXCLUSIONS**

This policy does not cover any loss incurred by a covered person as a result of:

- a. injury incurred prior to the covered person's effective date of coverage subject to the contestability provision; or
- b. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
- c. suicide, or any attempt at suicide, whether sane or insane; or
- d. any injury sustained while the covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
- e. any bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound); or
- f. participation in any form of aeronautics except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
- g. committing or attempting to commit an assault or felony; or
- h. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway; or
- i. hernia, including complications due to hernia.

Any injury incurred while a covered person is an active member of the Military; Naval; or Air Forces of any country or combination of countries is not covered. Upon notice and proof of service in such forces, we will return the pro-rata portion of the premium paid for any period of such service.

## **PRE-EXISTING CONDITION LIMITATION**

We do not pay for any loss due to a pre-existing condition if the loss occurs during the 12 month period beginning on the date that person became a covered person.

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## BENEFIT INFORMATION

If, while this policy is in force, a covered person sustains an injury, which results, within 90 days (180 days for Accidental Death or Dismemberment) from the date of an accident, in any of the losses stated in the BENEFITS provision, and is diagnosed by a physician, we pay the following benefits for such loss. Any loss not stated in the BENEFITS provision is not covered under this policy. Treatment must be received in the United States or its territories.

**Accidental Death:** We pay a benefit equal to the principal amount stated on page 3A. Benefits are subject to all of the terms, conditions and provisions of this policy, excluding the Continuation of Accident Insurance (COBRA) provision.

**Common Carrier Accidental Death:** We pay a benefit equal to the principal amount stated on page 3A, if death results from an injury while riding as a fare paying passenger on a scheduled common carrier. Benefits are subject to all of the terms, conditions and provisions of this policy, excluding the Continuation of Accident Insurance (COBRA) provision.

**Dismemberment:** We pay a benefit equal to the principal amount stated on page 3A, multiplied by the applicable factor on page 13. If more than one dismemberment is sustained in any one injury, the total amount we will pay for the multiple dismemberments will not exceed the dismemberment principal amount stated on page 3A. Benefits are subject to all of the terms, conditions and provisions of this policy, excluding the Continuation of Accident Insurance (COBRA) provision.

Loss of hand or hands, or foot or feet, means total and permanent severance at or above the wrist or ankle joint. Loss of arm or arms or leg or legs, means severance at or above the elbow joint or knee joint. The loss of eye or eyes means the entire and irrecoverable loss of sight. The loss of finger means the severance through or above metacarpophalangeal joints.

**Dislocation or Fracture:** We pay a benefit equal to the principal amount stated on page 3A, multiplied by the applicable factor on page 13. If more than one dislocation or fracture is sustained in any one injury, the total amount we will pay for the multiple dislocations or fractures will not exceed the dislocation or fracture principal amount stated on page 3A. No benefit will be paid for any dislocation or fracture that is not listed on page 13.

**Initial Hospitalization Confinement:** We pay the principal amount stated on page 3A the first time a covered person is hospital confined after that person's effective date of coverage as a result of an injury. This benefit is payable only once per covered person over the lifetime of this policy.

**Hospital Confinement:** We pay a daily benefit of the principal amount stated on page 3A if a covered person is confined in a hospital, as a result of an injury. This benefit is paid for each day of hospital confinement, up to a maximum of 90 days for any one injury, starting with the first full day of confinement. A day is a 24 hour period.

**Intensive Care:** We pay a daily benefit of the principal amount stated on page 3A if a covered person is confined in a hospital intensive care unit, as a result of an injury. This benefit is paid for each day of intensive care unit confinement up to 90 days for each period of continuous hospital intensive care confinement. A day is a 24 hour period. If confinement is for only a portion of a day, then a pro-rata share of the daily benefit stated on page 3A is paid.

**Ambulance Services:** If a covered person, as a result of an injury, requires ambulance service for the transfer to or from a hospital, we pay one of the amounts stated on page 3A depending on the method of transfer.

**Medical Expenses:** If a covered person, as a result of an injury, requires medical or surgical treatment, we pay the expenses incurred for treatment up to the principal amount stated on page 3A. Expenses incurred for this benefit are limited to physician fees, x-rays and emergency room services. This includes treatment for dental repair only to sound natural teeth, if the necessity for repair is diagnosed by a licensed dentist to have been a result of the injury.

**Outpatient Physicians Treatment Benefit:** When a covered person is treated by a physician for any cause outside of a hospital, we pay the principal amount stated on page 3A for the visit to the physician.

This benefit is limited to:

1. 2 visits per covered person, per calendar year; and
2. a maximum of 4 visits per calendar year if the insured employee has family coverage.



## CONTINUITY OF COVERAGE

### **IF THE INSURED EMPLOYEE IS NOT IN ACTIVE EMPLOYMENT WHEN THE EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO AMERICAN HERITAGE LIFE**

When the plan becomes effective, we provide coverage for an insured employee if:

1. he or she is not in active employment as a result of an accident; and
2. he or she was covered by the prior group policy when it terminated; and
3. the prior group policy provided coverage for accidents.

Such coverage is subject to payment of premium.

### **IF AN INSURED EMPLOYEE HAS A LOSS DUE TO A PRE-EXISTING CONDITION AND THE EMPLOYER CHANGES GROUP INSURANCE CARRIERS TO AMERICAN HERITAGE LIFE**

We may pay benefits if an insured employee's loss results from a pre-existing condition if the insured employee was:

1. in active employment and insured under this plan on its effective date; and
2. insured by the prior group policy when it terminated.

The prior group policy's coverage must be substantially similar to this plan and have been in effect within 60 days of this plan's effective date in order for this provision to apply.

In order to receive benefits the insured employee must satisfy the pre-existing condition provision under:

1. the American Heritage Life plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If such insured employee does not satisfy item 1 or 2 above, we will not pay any benefits.

If such insured employee satisfies either item 1 or 2, we will determine our payments according to the American Heritage Life policy provisions.

### **IF AN INSURED EMPLOYEE HAS A LOSS DUE TO A PRE-EXISTING CONDITION AND CHANGES FROM INDIVIDUAL INSURANCE THROUGH AMERICAN HERITAGE LIFE TO GROUP INSURANCE THROUGH AMERICAN HERITAGE LIFE**

We may pay benefits if an insured employee's loss results from a pre-existing condition if the insured employee was:

1. in active employment and insured under this plan on its effective date; and
2. insured by the prior individual insurance policy with American Heritage Life when it terminated.

The prior individual policy coverage must be substantially similar to this plan and have been in effect within 60 days of this plan's effective date in order for this provision to apply.

In order to receive benefits, the employee must satisfy the pre-existing condition provision under:

1. this plan; or
2. the prior individual insurance policy through American Heritage Life, if benefits would have been paid had the policy remained in force.

If such employee does not satisfy item 1 or 2 above, we will not pay any benefits.

If such employee satisfies either item 1 or 2, we will determine our payments according to this policy's provisions with American Heritage Life.

## **CLAIM INFORMATION**

### **NOTICE OF CLAIM**

We encourage the insured employee to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by this policy, or as soon as is reasonably possible. Notice given by or on behalf of the insured employee or the beneficiary to us at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6688, or to any authorized agent of ours, with the insured employee's name and certificate number, is notice to us.

The claim form is available from the employer, or he or she can request a claim form from us. If he or she does not receive the form from us within 15 days of his or her request, he or she may send us written proof of claim without waiting for the form.

### **FILING A CLAIM**

The insured employee and the employer must fill out their own sections of the claim form and then give it to the attending physician. The physician should fill out his or her section of the form and send it directly to us.

### **PROOF OF CLAIM**

If this policy provides for periodic payment of a continuing loss, written proof of loss must be furnished to us within 180 days after the end of each period for which we are liable. For any other loss, written proof must be given to us within 180 days after each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless the insured employee is legally incapacitated.

### **PHYSICAL EXAMINATION AND AUTOPSY**

We have the right, at our own expense, to have any covered person examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of contestability, where it is not forbidden by law.

### **PAYMENT OF CLAIMS**

After receiving written proof of loss, we pay all benefits then due under this policy. Benefits for any other loss covered by this policy are paid as soon as we receive proper written proof.

We will make payments to the insured employee unless he or she assigns such payments. Any amounts unpaid at the insured employee's death may, at our option, be paid either to the named beneficiary or to the insured employee's estate.

If benefits are payable to the insured employee's estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$1,000, to someone related to the insured employee or beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

### **ASSIGNMENT**

An assignment of the coverage under this policy is not binding on us, unless:

- 1 it is a written request; and
- 2 it is received and recorded by us at our home office.

We are not responsible for the validity of any assignment. An assignment is subject to any payment we make or other action we take before we record the assignment. An assignment may not change the owner or beneficiary.

### **OVERPAID CLAIM**

We have the right to recover any overpayments due to:

1. fraud; or
2. any error we make in processing a claim.

The insured employee must reimburse us in full. We will work with such insured employee to develop a reasonable method of repayment if he or she is financially unable to repay us in a lump sum.

We will not recover more money than the insured employee was paid.



## **CLAIM INFORMATION**

### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

1. the reason for denial; and
2. the policy provision that relates to the denial; and
3. the insured employee's right to ask for a review of his or her claim; and
4. any additional information that might allow us to change our decision.

The insured employee may, upon written request, read any reports that are not confidential. For a small fee, we will make copies of those reports for the insured employee's use.

### **APPEALS PROCEDURE**

Prior to filing any lawsuit and within 60 days after denial of a claim, the insured employee or his or her beneficiary must appeal any denial of benefits under the policy by making a written request for review of the denial.

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## GLOSSARY

**Accident.** Means a sudden, unforeseen and unexpected event which occurs without the covered person's intent which results in an injury to the covered person.

**Active Employment.** Means the employee is working for the employer for earnings that are paid regularly and that he or she is performing the material and substantial duties of his or her regular occupation. The employee must be working at least the minimum number of hours as described under Eligible Class(es) in each plan.

The employee's work site must be:

1. the employer's usual place of business; or
2. an alternative work site at the direction of the employer; or
3. a location to which the job requires such employee to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Calendar Year.** Means a consecutive 12 month period beginning on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup> of the same year.

**Common Carrier.** Only the following: commercial airlines; or passenger trains; or intercity buslines. It does not include taxis; or intracity buslines; or private charter planes.

**Continuous Hospital Confinement.** One continuous confinement or two or more hospital confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Continuous Hospital Intensive Care Unit Confinement.** One continuous confinement or two or more hospital intensive care unit confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Covered Person.** Any of the following:

1. any eligible family member (including the employee) named in the enrollment form or evidence of insurability form and acceptable for coverage by us; or
2. any eligible family member added by endorsement after the effective date; or
3. a newborn child.

**Day.** A 24 hour period.

**Employee.** Means a person who is: (a) a citizen or resident of the United States or one of its territories; and (b) is in active employment with the employer.

**Employer.** Means the individual, company or corporation where the employee is in active employment, and includes any division, subsidiary, or affiliated company named in the policy.

**Evidence of Insurability.** Means a statement of the employee's or a family member's medical history which we will use to determine if he or she is approved for coverage. Evidence of insurability will be provided at the employee's expense.

**Family Coverage.** Means coverage that includes more than one covered person.

**Foster Child.** Means a minor (a) over whom a guardian has been appointed by the clerk of superior court of any county in North Carolina; or (b) the primary or sole custody of whom has been assigned by order of a court of competent jurisdiction. The term "placement" when used with reference to a foster child means the child is physically residing with the insured employee, and the insured employee has been appointed as guardian or custodian of the foster child. The insured employee has assumed the legal obligation for total or partial support of the foster child with the intent that the foster child reside with the insured employee on more than a temporary or short-term basis.

**Grace Period.** Means a period of 31 days following the premium due date during which premium payment may be made.

## GLOSSARY (Continued)

**Hospital.** Means a public or private institution which is primarily engaged in providing to inpatients, by or under supervision of physicians, diagnostic services and therapeutic services for medical diagnosis, treatment, and care of injured, disabled, or sick persons, or rehabilitation services for the rehabilitation of injured, disabled, or sick persons.

Hospital does not include any institution which is mainly a rest home, nursing home convalescent home, or a home for the aged.

**Hospital Confined or Confinement.** Confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement for an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** A hospital area of special care, which at the time of admission is separate and apart from the surgical recovery room, other rooms, beds, or wards normally used for patient confinement. In addition, the unit must provide the following:

1. 24 hour continuous nursing care attended by nurses assigned to the unit on a full time basis; and
2. direction and/or supervision by a full time physician director or a standing "intensive care" committee of the medical staff; and
3. special medical apparatus used to treat the critically ill.

**Individual Coverage.** Means coverage that includes only the insured employee.

**Initial Enrollment Period.** Means one of the following periods during which the employee may first apply in writing for coverage under this policy:

1. if the employee is eligible for coverage on the policy effective date, a period before the policy effective date as set by us and the employer; or
2. if the employee becomes eligible for coverage after the policy effective date, the period ending 31 days after the date he or she is first eligible to apply for coverage.

**Injury.** Means accidental bodily injury to a covered person as the result of an accident while coverage under this policy is in force and the injury is the direct cause of the loss independent of disease, bodily infirmity, or any other cause which results:

1. in a loss of life or by dismemberment within 180 days after the date the injury is sustained; or
2. in expenses incurred for medical treatment within 90 days after the injury is sustained.

All injuries sustained in any one accident and all complications and recurrences of complications are considered to be a single "injury".

**Inpatient.** A covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Employee.** The employee accepted for coverage by us who has completed and signed the enrollment form or evidence of insurability and whose name appears on the Certificate Specification Page.

**Material and Substantial Duties.** Means duties that:

1. are normally required for the performance of the employee's regular occupation; and
2. cannot be reasonably omitted or modified, except that if the employee is required to work on average in excess of 40 hours per week, We will consider the employee able to perform that requirement if he or she is working or has the capacity to work 40 hours per week.

**Nurse.** Any one of the following who is not a member of the covered person's immediate family or employed by the hospital where the covered person is confined:

1. licensed practical nurse (L.P.N.); or
2. licensed vocational nurse (L.V.N.); or
3. graduate registered nurse (R.N.).

**Payable Claim.** Means a claim for which we are liable under the terms of this policy.

## GLOSSARY (Continued)

**Physician.** Means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
  
3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize the insured employee, his or her spouse, children, parents, or siblings as a physician for a claim.

**Plan.** Means a line of coverage under the policy.

**Policyholder.** Means the employer to whom the policy is issued.

**Pre-Existing Condition.** A disease or physical condition for which:

- 1) symptoms existed within the 12 month period prior to the effective date of coverage; or
- 2) medical advice or treatment was recommended or received from a member of the medical profession within the 12 month period prior to the effective date of coverage.

A pre-existing condition can exist even though a diagnosis has not yet been made.

**Re-Enrollment Period.** A period of time as set by the employer and us during which the employee may apply, in writing, for coverage under this policy, or which an insured employee may change coverage under this policy if he or she is currently enrolled.

**Temporary Layoff or Leave of Absence.** Means the insured employee is absent from active employment for a period of time that has been agreed to in advance in writing by the employer.

Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**We, Us and Our.** American Heritage Life Insurance Company.

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**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

**HOME OFFICE:**

**1776 AMERICAN HERITAGE LIFE DRIVE**

**JACKSONVILLE, FLORIDA 32224-6688**

**(904) 992-1776**

**A Stock Company**

**THIS IS A GROUP ACCIDENT ONLY POLICY WHICH PROVIDES  
BENEFITS FOR ACCIDENTS AS DEFINED WITHIN THIS POLICY  
OR OTHER BENEFITS SPECIFICALLY DESCRIBED HEREIN**



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### Endorsement

**This Endorsement is made part of the Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Policy, not inconsistent with this Endorsement.**

All references to the eligibility and termination of dependents are revised to the following:

Eligible dependents are the insured employee's or member's:

1. legal spouse; and
2. children.

A child is a person under age 26 who is:

1. the insured employee's or member's natural or adopted son or daughter, stepson or stepdaughter; or
2. a foster child who is placed with the insured employee or member by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

If the insured employee's or member's spouse is a covered person, his or her spouse's coverage ends upon valid decree of divorce or the insured employee's or member's death.

Coverage for a child will end on the issue day of the month that follows when the child: (a) reaches age 26; or (b) otherwise does not meet the requirements of an eligible dependent.

Coverage does not end for an incapacitated dependent child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
3. is chiefly dependent upon the insured employee or member for support and maintenance.

Coverage for an incapacitated dependent child continues as long as the policy remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as often as may be required, but no more often than annually after the child's attainment of the limiting age for eligibility.

Issue day means the same day of the month as the policy date.

All other requirements of the policy not specifically stated within this endorsement still apply.

A handwritten signature in black ink that reads "Gary Stewart". The signature is written in a cursive, flowing style.

Secretary



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
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A Stock Company

### AMENDMENT

This amendment is made a part of the Group Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Group Policy not inconsistent with this amendment.

- I. The "Eligibility of Family Members" provision of the GENERAL PROVISIONS section is deleted in its entirety and replaced with the following:

#### ELIGIBILITY OF FAMILY MEMBERS

Family members eligible to be covered persons are:

1. the employee; and
2. the employee's legal spouse; and
3. unmarried children of the employee, including adopted children, children during pendency of adoption procedures, foster children if living in a regular parent child relationship with the employee and stepchildren, who are under 22 years old, or under 26 years old and full-time students at an educational institution of higher learning beyond high school. The employee's children must not have a full-time job and be dependent on the employee for support.

A child born to the insured employee or covered spouse, while family coverage is in force, will be a covered person. This coverage begins at the moment of birth of such child for benefits otherwise payable to a covered person under this policy. Any person (except newborns, foster children or adopted children) who becomes a family member after the effective date must be added by endorsement. No additional premium will be required for newborns, foster children, adopted children or family members added by endorsement if family coverage is in force.

If the insured employee has individual coverage, newborn children are automatically covered from the moment of birth for a period of 31 days. If the insured employee desires uninterrupted coverage for the newborn child (children), the insured employee must notify us within 31 days of the child's birth. Upon notification, we will convert the insured employee's individual coverage to family coverage and provide notification of the additional premium due. If the insured employee does not notify us within 31 days of the birth of the child, the temporary automatic coverage ends. If the insured employee has individual coverage and gets married and desires coverage for his or her spouse, the insured employee must notify us of the marriage within 31 days of the marriage. We will convert the coverage to family coverage and provide notification of the additional premium due.

The provisions of this section also apply to adopted children, foster children and children during pendency of adoption proceedings as follows:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption by the employee has been entered within 31 days after the date of birth.
2. If adoption proceedings have been instituted by the insured employee within 31 days after the date of birth and the insured employee has temporary custody, coverage is provided from the moment of birth.
3. Coverage shall begin from the date of placement.

Coverage must be provided as long as the insured employee has custody of the child pursuant to decree of the court and required premiums are paid.

II. The “Coverage for Children of Noncustodial Parents” provision is added to the GENERAL PROVISIONS.

**COVERAGE FOR CHILDREN OF NONCUSTODIAL PARENTS**

If a noncustodial parent provides coverage for a child under this policy, we shall:

1. provide such information to the custodial parent as may be necessary for the child to obtain benefits;
2. permit the custodial parent or provider, with the custodial parent’s approval, to submit claims for losses without the approval of the noncustodial parent; and
3. make payments on claims submitted in accordance with paragraph 2 of this section directly to the custodial parent, the provider or the state Medicaid agency.

When a parent is required by a court or administrative order to provide coverage for a child and the parent is eligible for Individual and Child(ren) Coverage or Family Coverage we will:

1. permit the parent to enroll under Individual and Child(ren) Coverage or Family Coverage a child who is otherwise eligible for the coverage without regard to any enrollment season restrictions;
2. enroll the child under Individual and Child(ren) Coverage or Family Coverage, upon application of the child’s other parent, the state agency administering the Medicaid program or the state agency administering 42 U.S.C. Sections 651 through 669, the child support enforcement program, even if the parent is enrolled but fails to make application for coverage for the child; and
3. not terminate or eliminate coverage of the child unless we are provided satisfactory written evidence that:
  - a. the court or administrative order is no longer in effect; or
  - b. the child is or will be enrolled in comparable coverage through another insurer that will take effect not later than the effective date of the termination of coverage under this policy.

We shall not impose requirements on a state agency that has been assigned the rights of an individual eligible for medical assistance under the Medicaid program, and covered for health benefits from us, that are different from requirements applicable to an agent or assignee of any other individual so covered.

III. The “Outpatient Physicians Treatment Benefit” provision of the BENEFIT INFORMATION section is deleted in its entirety and replaced with the following:

**Outpatient Physicians Treatment Benefit:** When a covered person is treated by a physician for any cause outside of a hospital, we pay the principal amount stated on page 3A for the visit to the physician.

This benefit is limited to:

1. 2 visits per covered person, per calendar year; and
2. a maximum of 4 visits per calendar year if the insured employee has Individual and Spouse Coverage, Individual and Child(ren) Coverage or Family Coverage.

IV. The definition of “Family Coverage” in the GLOSSARY section is deleted in its entirety and replaced with the following:

**Family Coverage.** Means coverage that includes the employee, his or her spouse, and eligible children.



V. The GLOSSARY section is amended to add the following definitions:

**Individual and Child(ren) Coverage.** Means coverage that includes only the insured employee, as defined, and eligible children.

**Individual and Spouse Coverage.** Means coverage that includes only the insured employee, as defined, and his or her eligible spouse.

A handwritten signature in black ink, appearing to read "Gary Stewart". The signature is written in a cursive, flowing style.

Secretary



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### AMENDMENT

This amendment is made a part of the Group Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Group Policy not inconsistent with this amendment.

- I. The definitions of Employee, Employer, Insured Employee and Policyholder in the GLOSSARY section are deleted in their entirety and replaced with the following definitions:

**Employee.** Means a person who is: (a) a citizen or resident of the United States or one of its territories; and (b) in active employment with the employer or is a member in good standing in the labor union group or association named as the policyholder.

**Employer.** Means the individual, company or corporation where the employee or member is in active employment, and includes any division, subsidiary, or affiliated company named in this policy.

**Insured Employee or Member.** The employee or member accepted for coverage by us who has completed and signed the enrollment form or evidence of insurability and whose name appears on the certificate specification page.

**Policyholder.** Means the legal entity to whom the policy is issued.

- II. The GLOSSARY section of the policy is revised to add the following definition:

**Member.** Means a member in good standing in an association or labor union group or named as the policyholder and who is: (1) a citizen or resident of the United States; and (2) is [(a)] engaged in [, or (b) able to engage in and currently seeking,] active employment.

- III. Throughout the policy the term "employer" is deleted and replaced with the term "policyholder", except in the Glossary.

- IV. Throughout the policy the term "insured employee" is deleted and replaced with the term "insured employee or member".

Secretary



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### Endorsement

**This Endorsement is made a part of the Group Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Group Policy not inconsistent with this Endorsement.**

The CERTIFICATE OF COVERAGE provision in the GENERAL PROVISIONS section is deleted in its entirety and replaced with the following:

#### **CERTIFICATES OF INSURANCE**

We will furnish to the policyholder a certificate of insurance for delivery to each insured employee or member. The certificate will provide a description of the insurance provided by this policy and will state:

1. the essential features of the insurance coverage; and
2. to whom benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

All other requirements of the policy not specifically stated within this endorsement still apply.

Secretary



## ***Important Privacy Policy Notice***

At Allstate Benefits (“AB”), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information (“customer information”) that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we’ve asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

### **What do we do with your information?**

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

**What kind of customer information do we have, and where did we get it?**

Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

**How do we protect your customer information?**

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

**How can you find out what information we have about you?**

You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

AB  
Policyholder Services (Privacy Section)  
1776 American Heritage Life Drive  
Jacksonville, FL 32224-6687

**If you are an Internet user ...**

Our website, [www.allstateatwork.com](http://www.allstateatwork.com), provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing [www.allstateatwork.com](http://www.allstateatwork.com), please be sure to read the Privacy Statement that appears there. To learn more, the [www.allstateatwork.com](http://www.allstateatwork.com) Privacy Statement provides information relating to your use of the website. This includes, for example:

- 1) our use of online collecting devices known as "cookies";
- 2) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 3) who should use our website;
- 4) the security of information over the Internet;
- 5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact your agent or write us at:

AB  
Policyholder Services (Privacy Section)  
1776 American Heritage Life Drive  
Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company	Holiday Life Insurance Company
First Colonial Insurance Company	Concord Heritage Life Insurance Company
Bluegrass Life Insurance Company	Kentucky Home Mutual
Acme United Insurance Company	Keystone State Life
SMA Life Assurance Company	National Guardian Life
Northbrook Indemnity Company	



## **NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**EFFECTIVE APRIL 14, 2003**

We are required by the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to maintain the privacy of our Plan's customers' Protected Health Information and to provide those customers with notice of our legal duties and privacy practices with respect to your Protected Health Information. If your state provides privacy protections that are more stringent than those provided by HIPAA, we will maintain your Protected Health Information in accordance with the more stringent state standard.

This Notice applies to "Protected Health Information" associated with "Health Plans" issued by American Heritage Life Insurance Company.

This Notice describes how we may use and disclose Protected Health Information to perform claims handling, payment, general insurance operations, and for other purposes that are permitted or required by law. Use or disclosure of your Protected Health Information for the purposes described in this Notice may be made in writing, orally, or by electronic means.

We are required to abide by the terms of this Notice. However, we may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all of your Protected Health Information that we maintain, including any information we created or received prior to issuing the new notice. If we make a material revision to our Privacy Notice, copies will be sent to you if you are then currently insured under our Plan.

Protected Health Information means information about you that is created or received by us and during the administration of coverage under the Plan, which identifies you or for which there is a reasonable basis to believe the information can be used to identify you and that relates to:

- 1) the past, present or future physical or mental health condition of the individual; or
- 2) the provision of health care to the individual; or
- 3) the past, present or future payment for the provision of health care to the individual.

### **Uses and Disclosures of Protected Health Information With Your Written Authorization**

Except as described in the next section of this Notice, we will not use or disclose your Protected Health Information for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing at any time, except to the extent that we have already taken action in reliance on the authorization; or the authorization was obtained as a condition of obtaining coverage, to the extent that other law allows the insurer to contest a claim under the policy or the policy itself.

## **Uses and Disclosures of Protected Health Information Without Your Written Authorization**

**For Payment.** We may make use of and disclose your Protected Health Information without your written authorization as may be necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims or certify these services are covered under your Plan.

**For Plan Administrative Operations.** We may make use of and disclose your Protected Health Information without your written authorization as necessary for our Plan administrative operations. Plan administrative operations include our usual business activities, examples of which are management, licensing, peer review, quality improvement and assurance, enrollment, underwriting, reinsurance, compliance, auditing, rating, claims handling, complaint handling and other functions related to your Plan.

**To Individuals Involved In Your Care.** We may, without your written authorization, for the purposes of treatment, payment or Plan administrative operations, disclose the fact that you are covered under a Plan or that payment has been processed to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would not disclose any Protected Health Information which is not directly relevant to that person's involvement with your care or with payment for your care.

If you have designated a person to receive information regarding payment of the premium or pay premium via credit card, we may inform that person or credit card facility when your premium has not been paid or received by us.

We may also disclose limited Protected Health Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**To Our Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. Examples of these may include, but are not limited to our duly appointed insurance agents, financial auditors, reinsurers, legal services, enrollment and billing services, claim payment and medical management services. We may provide access to your Protected Health Information without your written authorization to one or more of these outside persons or organizations who assist us with payment or Plan administrative operations. We require these business associates to appropriately safeguard the privacy of your information.

**To Plan Sponsors.** If you are enrolled in a group health plan, we may share summary health information with your employer, union, or other employee organization that sponsors and maintains the group health plan, for purposes of obtaining premium bids; or modifying, amending, or terminating the group health plan; or enrollment and disenrollment information.

**For Other Products and Services.** We may contact you without your written authorization to provide information regarding Plan upgrades or additional benefits that may be of interest to you. For example, we may use the fact that you currently are insured under a Plan for the purpose of communicating to you about changes to our Plan or products that could enhance or add value to existing coverage.

**For Disclosure With Authorization.** Unless otherwise excluded in this notice, we will not disclose any other Protected Health Information to any person or entity not specifically mentioned elsewhere in this Notice without your express written authorization.

**For Other Uses and Disclosures.** We are permitted or required by law to make some other uses and disclosures of your Protected Health Information without your authorization. We may release your Protected Health Information:

- if required by law to a government authorized health oversight agency or company conducting audits, investigations, or civil or criminal proceedings.
- if required to do so by a court or administrative ordered subpoena or discovery request. In most cases you will have notice of such a release.
- for public health activities, such as required reporting of disease, injury, birth and death and for required public health investigations.
- as required by law if we suspect child abuse or neglect or if we believe you to be a victim of abuse, neglect or domestic violence.
- to the Food and Drug Administration if necessary to report adverse events, product defects or to participate in product recalls.
- to law enforcement officials as required by law to report wounds, injuries or crimes.
- to coroners, medical examiners and/or funeral directors consistent with law.
- for a national security or intelligence activity or, if you are a member of the military, as required by the armed forces.
- to workers' compensation agencies or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

### **Your Rights**

**Right to Inspect and Copy Your Protected Health Information.** You may have access to our records that contain your Protected Health Information in order to inspect and obtain copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you desire access to your records, please obtain a record request form from our Privacy Officer and submit the completed form to our Privacy Office. If you request copies, we may charge you copying and mailing costs.

**Right to Amend Your Protected Health Information.** You have the right to request that we amend your Protected Health Information maintained in our enrollment, payment, claims adjudication and case or medical management records, or other records we use to make decisions about you. If you desire to amend these records, please obtain an amendment request form from our Privacy Office and submit the completed form to our Privacy Office. We will comply with your request unless special circumstances apply. If your physician or other health care provider created the information that you desire to amend, you should contact the provider to amend the information.

**Right to an Accounting of the Disclosures of Your Protected Health Information.** Upon request, you may obtain an accounting of certain disclosures of your Protected Health Information made by us on or after April 14, 2003, excluding disclosures made earlier than six years before the date of your request. If you request an accounting more than once during any 12 month period, we will charge you a reasonable fee for the subsequent accounting statements.

**Right to Request Confidential Communications.** We will accommodate your reasonable request to receive communications of your Protected Health Information from us by alternative means of communication or at alternative locations if the request clearly states that disclosure of that information could endanger you.

**Right to Request Restrictions on Use and Disclosure of Your Protected Health Information.** You have the right to request restrictions on some of our uses and disclosures of your Protected Health Information to family members and others involved in your care or payment for care; or some of our uses and disclosures used to carry out treatment, payment, or Plan administrative operations, by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your



request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination of an agreed-to restriction by us, we will notify you of

such termination, but the termination will only be effective for Protected Health Information we receive after we have notified you of the termination. You also have the right to terminate any agreed-to restriction by contacting us using the "Contact Information" provided at the end of this Notice.

**Personal Representatives.** You may exercise your rights through a personal representative who will be required to produce evidence of his or her authority to act on your behalf. Proof of authority may be made by a notarized power of attorney, a court order of appointment of the person as your legal guardian or conservator, or if you are the parent of a minor child. We reserve the right to deny access to your personal representative.

**Right to Receive Paper Copy of this Notice.** You may obtain a copy of this Notice. You may obtain a paper copy of this Notice even if you agreed to receive such notice electronically. Please contact us and we will mail it to you.

### **Complaints**

If you believe your privacy rights have been violated, you can file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the Plan, send it in writing to the "Contact Information" at the address listed at the end of this Notice. There will be no retaliation for filing a complaint.

You may obtain a copy of this Notice by writing to us at the contact address below.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, you may contact:

Allstate Benefits  
Attn: HIPAA Privacy Officer  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224

Or, you may telephone the Customer Care Center at 1-800-521-3535.



**NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE  
NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. *However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.*

The North Carolina Life and Health Insurance Guaranty Association  
Post Office Box 10218  
Raleigh, North Carolina 27605

North Carolina Department of Insurance, Consumer Services Division  
1201 Mail Service Center  
Raleigh, NC 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

**(please turn to back of page)**

## **COVERAGE**

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the association is obligated to pay out as follows:

- (1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- (2) Except as provided in (3) and (4) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter the number of policies or types of policies issued by the insolvent company.
- (3) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- (4) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

# **American Heritage Life Insurance Company**

A STOCK COMPANY

(called "we," "our," "us" or "Company")

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6688  
(904) 992-1776

## **NOTICE OF PROHIBITIONS**

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY SUCH PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.



## **NOTICE OF NON-INSURED BENEFITS**

FROM TIME TO TIME AMERICAN HERITAGE LIFE INSURANCE COMPANY OR ITS AGENTS OR BROKERS MAY OFFER OR PROVIDE CERTAIN PERSONS WHO APPLY FOR COVERAGE WITH THE COMPANY OR BECOME INSURED/ENROLLEES WITH THE COMPANY FOR GOODS OR SERVICES INCLUDING, BUT NOT LIMITED TO: IRS SECTION 125 CAFETERIA PLAN ADMINISTRATION, FLEXIBLE SPENDING ACCOUNT ADMINISTRATION, CONSOLIDATED BILLING AND PAYMENT, ENROLLMENT AND ENROLLMENT ADMINISTRATION, COBRA ADMINISTRATION, ALL FORMS, HANDBOOKS, DVDS ETC. RELATED TO THE ABOVE. IN ADDITION, THE COMPANY OR ITS AGENTS OR BROKERS MAY ARRANGE FOR THIRD PARTY SERVICE PROVIDERS TO PROVIDE THE SAME SERVICES AS OUTLINED ABOVE OR OTHER DISCOUNTED GOODS AND SERVICES (E.G. PHARMACEUTICALS, VISION, DENTAL) TO THOSE PERSONS WHO APPLY FOR COVERAGE WITH THE COMPANY OR WHO BECOME INSURED/ENROLLEES OF THE COMPANY. WHILE THE COMPANY OR ITS AGENTS OR BROKERS HAVE ARRANGED THESE GOODS, SERVICES AND/OR THIRD PARTY PROVIDER DISCOUNTS, THE THIRD PARTY SERVICE PROVIDERS ARE LIABLE TO THE APPLICANTS/INSURED/ENROLLEES FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES, UNLESS OTHERWISE REQUIRED BY LAW. THE COMPANY OR ITS AGENTS OR BROKERS ARE NOT RESPONSIBLE FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES NOR IS IT LIABLE FOR THE FAILURE OF THE PROVISION OF THE SAME, UNLESS OTHERWISE PROVIDED BY LAW. FURTHER, THE COMPANY OR ITS AGENTS OR BROKERS ARE NOT LIABLE TO THE APPLICANTS/INSURED/ENROLLEES FOR THE NEGLIGENT PROVISION OF SUCH GOODS AND/OR SERVICES BY THIRD PARTY SERVICE PROVIDERS, UNLESS OTHERWISE PROVIDED BY LAW.