

SERFF Tracking Number: CLTR-126281488 State: Arkansas  
Filing Company: Presidential Life Insurance Company State Tracking Number: 43354  
Company Tracking Number: CEO 1  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: HOSPITAL INDEMNITY  
Project Name/Number: HOSPITAL INDEMNITY/CEO 1

## Filing at a Glance

Company: Presidential Life Insurance Company

Product Name: HOSPITAL INDEMNITY SERFF Tr Num: CLTR-126281488 State: Arkansas  
TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed-Withdrawn State Tr Num: 43354  
Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: CEO 1 State Status: Withdrawn  
Filing Type: Form Reviewer(s): Rosalind Minor  
Authors: Stephanie Young, Linda Ryan-James, Mark Swercheck Disposition Date: 09/14/2009  
Date Submitted: 08/27/2009 Disposition Status: Withdrawn  
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: HOSPITAL INDEMNITY Status of Filing in Domicile: Not Filed  
Project Number: CEO 1 Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Overall Rate Impact: Group Market Type: Association  
Filing Status Changed: 09/14/2009 Explanation for Other Group Market Type:  
State Status Changed: 09/14/2009  
Deemer Date: Created By: Linda Ryan-James  
Submitted By: Linda Ryan-James Corresponding Filing Tracking Number:  
Filing Description:  
This filing is a request for approval to use two policies that have been approved in Arkansas for an additional association with members who reside in Arkansas.  
The forms are:  
Form AM-2007-POL- Accident and Emergency Room Accident and Sickness Policy  
State File Number 37647  
Approved 1-3-2008  
GHIP2006 Hospital Indemnity and Limited Medical Indemnity  
Approved 7-31-2006

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The Company wishes to issue these forms to an additional association, CEO Clubs Inc. CEO is incorporated under the laws of New York as a nonprofit organization. The Policy will be issued through an Executive Office of the Association located in Rhode Island. These forms are approved in Rhode Island. Rhode Island does not require the group to be filed.

The Certificate of Incorporation is enclosed.

The approved forms are reattached to the forms schedule for reference.

Please do not hesitate to contact me if you have questions.

Thank you.

## Company and Contact

### Filing Contact Information

Linda Ryan-James, Consultant linda@coulter-and-associates.com  
Coulter & Associates, Inc. 609-443-7540 [Phone]  
379 Princeton-Hightstown Rd. 609-443-4103 [FAX]  
Suite 15  
Cranbury, NJ 08512

### Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)

Presidential Life Insurance Company CoCode: 68039 State of Domicile: New York  
69 Lydecker Street Group Code: -99 Company Type:  
Nyack, NY 10960 Group Name: State ID Number:  
(800) 926-7599 ext. [Phone] FEIN Number: 13-2570714

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: ARKANSAS FEE PER FORM. FILING 2 FORMS  
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Presidential Life Insurance Company	\$100.00	08/27/2009	30152881

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	09/14/2009	09/14/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Withdrawal	Note To Reviewer	Linda Ryan-James	08/27/2009	08/27/2009

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## **Disposition**

Disposition Date: 09/14/2009

Implementation Date:

Status: Withdrawn

Comment:

As requested in your Note to Reviewer on 8/27/09, this submission is being withdrawn.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Withdrawn	No
Supporting Document	Application	Withdrawn	No
Supporting Document	Certificate of Incorporation	Withdrawn	No
Supporting Document	Authority To File	Withdrawn	No
Form	ACCIDENT AND EMERGENCY ROOM	Withdrawn	No
	ACCIDENT AND SICKNESS POLICY		
Form	GROUP HOSPITAL INDEMNITY POLICY	Withdrawn	No

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**Note To Reviewer**

**Created By:**

Linda Ryan-James on 08/27/2009 09:19 AM

**Last Edited By:**

Linda Ryan-James

**Submitted On:**

08/27/2009 09:19 AM

**Subject:**

Withdrawal

**Comments:**

This filing is withdrawn and will be refiled.

Thank you.

Linda Ryan-James

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## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn 09/14/2009	AM-2007- POL	Policy/Cont ract/Fratern al Certificate	ACCIDENT AND EMERGENCY ROOM ACCIDENT AND SICKNESS POLICY	Other	Other Explanation: APPROVED POLICY BEING SUBMITTED TO USE FOR A NEW ASSOCIATION		AM-2007- CERT (AR).pdf
Withdrawn 09/14/2009	GHIP 2006	Policy/Cont ract/Fratern al Certificate	GROUP HOSPITAL INDEMNITY POLICY	Other	Other Explanation: APPROVED POLICY BEING SUBMITTED TO USE FOR A NEW ASSOCIATION		GHIP2006 AR.pdf

# PRESIDENTIAL LIFE INSURANCE COMPANY



69 LYDECKER STREET  
NYACK, NEW YORK 10960  
(800) 926-7599

## [ACCIDENT] [AND] [EMERGENCY ROOM ACCIDENT AND SICKNESS] CERTIFICATE OF INSURANCE

Presidential Life Insurance Company, a stock company herein referred to as We, Us or Our, certifies that the person named in the Certificate Schedule, herein referred to as You, are insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements of the Group Policy.

Your insurance is effective at 12:01 a.m. Standard Time at the address of the Policyholder on the Certificate Effective Date shown in Your Certificate Schedule.

### IMPORTANT NOTICE

This certificate is a summary of the Group Policy provisions that affect Your insurance. It is merely evidence of the insurance provided by such policy. The group is a contract between the Policyholder and Us. It may be changed or ended without notice or consent of any Covered Person.

This certificate replaces any certificate previously issued by Us to You under the Group Policy.

The benefits described in this certificate are provided by the Group Policy no. shown on the Schedule, issued to the Policyholder whose name is shown on the Schedule.

Signed for

**PRESIDENTIAL LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "Kate Lash".

Secretary

A handwritten signature in black ink, appearing to read "Heckman".

President

READ YOUR CERTIFICATE CAREFULLY  
NON-PARTICIPATING  
NON-CONTRIBUTORY

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AMENDMENT RIDERS, IF ANY

**SECTION 1 - SCHEDULE**

**POLICYHOLDER**

Name: [Direct Services Association]  
 Address: [75 Beattie Place]  
 Greenville, South Carolina, 29601]

**GROUP POLICY NUMBER:** [12345678]                      **CERTIFICATE NUMBER:** [12345678]

**INSURED:** [John A. Doe]                      **COVERED DEPENDENTS:**

**EFFECTIVE DATE:** [January 1, 2007]

**SCHEDULE OF ELIGIBILITY**

**ELIGIBLE PERSONS:**

The following persons are eligible persons and shall be Insured Person's under this Policy:  
 All [members] of [ABC Association].

**ELIGIBLE DEPENDENTS:** Eligible Person's Spouse and Child(ren)

When a husband and wife are both Eligible Persons:

- a) coverage may not be duplicated by applying as dependents of each other; and
- b) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both

No Eligible Child will be covered unless either the Eligible Person or the Eligible Spouse is covered

**[PROBATIONARY PERIOD:** [30] days]

**SCHEDULE OF BENEFITS**

<b>[EMERGENCY ROOM BENEFIT</b>	
<b>Benefit Amount:</b>	[ \$1,000 ] per Injury or Sickness
<b>Deductible Amount:</b>	[ \$100 ] per Injury or Sickness
<b>Premium:</b>	[ \$3.25 ]
<b>Annual Maximum Benefit:</b>	[ \$ ] per Covered Person ]

<b>[PRINCIPAL SUM BENEFIT</b>	
<b>Benefit Amount:</b>	[ \$10,000 ]
<b>Premium:</b>	[ \$1.00 ]
<b>Annual Maximum Benefit:</b>	[ \$10,000 ] per Covered Person ]

<b>[ACCIDENTAL MEDICAL-DENTAL EXPENSE BENEFIT</b>	
<b>Benefit Amount:</b>	[ \$2,000 ] per Injury
<b>Deductible Amount:</b>	[ \$100 ] per Injury
<b>Premium:</b>	[ \$2.50 ]
<b>Annual Maximum Benefit:</b>	[ \$ ] per Covered Person ]

**LIMITATIONS:** There is a maximum of 2 claims per certificate.

## SECTION 2- DEFINITIONS

**Accident** means a sudden and unforeseeable event that causes Injury to a Covered Person and occurs while your coverage is in force.

**Covered Person** means you or your Eligible Dependent while you, he or she is covered under the Policy.

**Dependent** means Your:

- (a) married spouse age 18 or older: or
- (b) unmarried child or children, newborn child, stepchild, legally adopted child, foster child or child in the process of adoption from birth to age 25 and who is primarily dependent on you for support and maintenance;
- (c) grand child who is declared as a dependent for federal tax purposes at time of initial enrollment; or
- (d) child whose insurance would otherwise end because of the age limit but is unable to support him or her self due to mental retardation or physical handicap. Such child must be dependent upon You for maintenance and support.

**Injury** means bodily harm that occurs from an accident and results, directly and independently of all other causes of loss covered by the Policy while the Covered Person's coverage is in force.

**Pre-Existing Condition** means a Sickness or Injury for which medical care, treatment, diagnosis or advice was received or recommended within the 6 months prior to the Covered Person's Effective Date of coverage under the Group Policy.

**Probationary Period** means the continuous length of time that You must be a member of the association before becoming eligible to enroll for coverage:

**You, your or Insured Person** means an Eligible Person while he or she is covered under the policy.

**We, Us, or Our** means the insurance company named on the face page.

### SECTION 3- EFFECTIVE DATE OF COVERAGE

#### ELIGIBILITY, ENROLLMENT AND EFFECTICE DATE

You are eligible for coverage when You satisfy the Probationary period, and the required premium is received by Us.

Your Effective Date of coverage is the Effective Date stated in the Schedule.

A Dependent is eligible for coverage on the later of:

- (1) the date You become eligible for insurance; or
- (2) the date You acquire the Dependent.

A Dependent is deemed to be acquired as follows:

Spouse: On the later of the Certificate Effective Date if Your spouse is Your legal spouse on that date or the date of the marriage to You.

Newborn Children: Newborn children are automatically covered under the terms of the policy from the moment of birth. Coverage for newborn will be in effect until the 91<sup>st</sup> day following the date of such event. If You desire uninterrupted coverage for a newborn child, You must notify Us within 91 days of the child's birth.

Adopted child: Coverage for adopted children will begin on the date of the filing of Your petition for adoption if You apply for such coverage within sixty (60) days after the filing of the petition. However, coverage will begin from the moment of birth of the adopted child if Your application for coverage is filed within sixty (60) days after the birth of the minor.

Stepchild: On the date the child begins residing in Your home.

#### TERMINATION

A Covered Person's coverage will terminate at 12:01 a.m. Standard Time at Your home on the earliest of the following:

- (a) The date the Group Policy terminates coverage under the Group Policy;
- (b) The date coverage is terminated by Us for all certificate holders in Your state;
- (c) The date a Covered Person enters the armed forces of any country. Membership in the reserves or in the National Guard is not deemed entry into the armed forces. Active duty service in the reserves or National Guard for a period of 31 consecutive days or more will be deemed entry into the armed forces.
- (d) With respect to a Dependent spouse, the date the spouse no longer qualifies as a Dependent,
- (e) With respect to a Dependent child, the date that child no longer qualifies as a Dependent.

At least 30 days prior written notice will be given to You if We terminate Your coverage for any reason, except for nonpayment of premium.

## SECTION 4 –DESCRIPTIONS OF COVERAGE

### [ EMERGENCY ROOM BENEFIT

Subject to the definitions, provisions, exclusions and limitations stated herein, We will pay the Emergency Room Benefit shown in the Schedule if a Covered Person requires medically necessary treatment by a Physician in a Hospital emergency room for a medical emergency due to Injury or Sickness. We will pay a benefit not to exceed Usual and Customary charges for emergency room Covered Expenses.

Benefits are subject to deductible, limits and maximums shown in the Certificate Schedule.

Covered Expenses are the following charges:

- 1) charges of a licensed and legally accredited hospital;
- 2) physician charges;
- 3) charges of or licensed registered nurse (R.N.), who is not a member of the Insured Person's family;
- 4) charges for x-ray, laboratory tests, oxygen, casts, splints, crutches, braces (other than dental braces), blood, blood plasma, prescription drugs and medications;
- 6) charges for Injury or Sickness to sound, natural teeth; and
- 7) charges for rental of durable medical equipment of a medical or surgical nature, medically necessary for treatment of the Injury or Sickness and not used solely for comfort or convenience.

#### **Definitions: As they relate to this benefit.**

**Hospital** means a facility that: is licensed as a hospital and operated pursuant to law; is primarily engaged in providing or operating either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed Physicians, medical diagnostic and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; provides 24-hour nursing service by or under the supervision of a registered nurse (R.N.); maintains and operates a minimum of five beds; has x-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; maintains permanent medical history records; or a facility that is accredited by the Joint Commission on Accreditation of Health Care Organization.

Hospital does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, whether such facilities are operated as a separate institution or as a section of an institution operated as a hospital. Hospital does not mean a facility primarily providing custodial care or educational services.

**Deductible** means the amount of Covered Expenses an Insured Person must pay for each emergency room visit before benefits are available.

**Medical Emergency** means the sudden onset of a medical condition for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in: placing the Insured Person's health in serious jeopardy; serious impairment of bodily functions; or serious dysfunction of any bodily organ or part.

**Medically Necessary** means services or supplies that are Covered Expenses, prescribed by Your Physician, to diagnose or treat a Injury or Sickness, that are known to be safe and effective by the majority of licensed Physicians who diagnose or treat that Injury or Sickness; provided such services are: provided at the appropriate facility and at the appropriate levels of care for the treatment of the Covered Person's medical condition; not provided primarily for the convenience of the Covered Person, the treating Physician or the Hospital providing the service; consistent with health care practice guidelines and standards that are issued by professionally recognized health care organizations or governmental agencies; not primarily educational, experimental or investigative; consistent with the Covered Person's symptoms, diagnosis or treatment; and no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license. The attending Physician may not be: employed or retained by the Policyholder; the Covered Person, or a person who is related to the Covered Person.

**Sickness** means a sickness, illness or disease which occurs after the effective date of coverage under this certificate and while this certificate is in force.

**Usual and Customary** means the most common charge for similar professional services, drugs procedures, devices, supplies or treatment within the city or county in which the charge is incurred. ]

**[PRINCIPAL SUM BENEFIT  
(LOSS OF LIFE, LIMBS OR SIGHT)]**

Subject to all other terms of the policy and this certificate, We will provide the Principle Sum in the Schedule for accidental bodily injuries. A Covered Person's Injury must occur while the Insured Person's coverage is in force under this certificate and must directly and independently cause a loss to the Covered Person that is covered by this certificate. Losses incurred after the expiration or termination of coverage under this certificate are not covered.

The Principal Sum is, determined by the premium amount paid. If a Covered Person suffers more than one loss from any one accident, We will pay only one amount listed below, the one that yields the largest benefit amount.

If an Insured Person's Injury results in a loss shown below within one year after the accident causing the loss, We will pay for:

Loss of Life .....	[The Principal Sum]
Loss of both Hands or both Feet or sight of both Eyes .....	[The Principal Sum]
Loss of one Hand and one Foot .....	[The Principal Sum]
Loss of one Hand or one Foot and sight of one Eye .....	[The Principal Sum]
Loss of one Hand or one Foot or sight of one Eye.....	[One-Half The Principal Sum]
Loss of Speech or Hearing .....	[One-Half The Principal Sum]
Loss of Thumb and Index Finger of the Same Hand .....	[One-Quarter The Principal Sum]

The amount of benefits applying to enrolled spouses and children of enrolled Insured Person's will be determined at the time of a covered loss based on the following:

- 1) If there are no children, such Insured Person's spouse is insured for 50% of the Insured Person's benefit.
- 2) If there are children, such Insured Person's spouse is insured for 40% and each child for 10% of the Insured Person's benefit.
- 3) If there is no spouse, such Insured Person's children are each insured for 15% of the Insured Person's benefit.

The most We will pay for all losses of an Insured Person and Dependent's due to one accident is two times the principal sum amount, referred to as the maximum amount of benefits. The maximum amount of benefits may not be enough to pay the full benefit to which an Insured Person and Dependent's who suffers a loss is entitled. In this event, the benefit payable to Covered Person's will be reduced in equal proportion. The proportion will be determined by dividing the maximum amount of benefits by the total of all the benefits payable without such limit.

**Definitions: As they relate to this benefit.**

**Loss of Hand or Foot** means the complete and permanent severance through or above the wrist or ankle joint.

**Lost of Sight** means the total and permanent loss of entire sight. Such loss correctable by surgery or lenses is not considered total and permanent loss.

**Loss of Thumb and Index Finger of the same Hand** means the complete and permanent severance through or above the joints where the thumb and the index finger are jointed to the hand.

**Loss of Speech** means the total and permanent loss of speech.

**Loss of Hearing** means the total and permanent loss of hearing in both ears. ]

## [ACCIDENTAL MEDICAL - DENTAL EXPENSE BENEFIT

Subject to all other terms of the policy and this certificate, We will provide the Accidental Medical-Dental Expense Benefit in the Schedule for accidental bodily injuries. A Covered Person's Injury must occur while the Insured Person's coverage is in force under this certificate and must directly and independently cause a loss to the Covered Person that is covered by this certificate. Losses incurred after the expiration or termination of coverage under this certificate are not covered.

If a Covered Person's Injury results in Covered Expenses shown below, We will pay benefits, not to exceed Usual and Customary charges, for any such Covered Expenses incurred within fifty-two (52) weeks of the date of such Injury, provided the first such expense must be incurred within sixty (60) days after the date of the Injury.

Benefits are subject to deductible, limits and maximums shown in the Certificate Schedule.

Covered Expenses for the following charges:

- 1) charges of a licensed and legally accredited hospital, outpatient surgical facility, ambulatory surgical center or clinic;
- 2) physician charges;
- 3) charges of or licensed registered nurse (R.N.), who is not a member of the Insured Person's family;
- 4) general ambulance charges, to the nearest hospital for treatment, but only if incurred within 48 hours after the accident;
- 5) charges for x-ray, laboratory tests, oxygen, casts, splints, crutches, braces (other than dental braces), blood, blood plasma, prescription drugs and medications;
- 6) charges for injuries to sound, natural teeth; and
- 7) charges for rental of durable medical equipment of a medical or surgical nature, medically necessary for treatment of the Injury and not used solely for comfort or convenience.

**Definitions: As they relate to this benefit.**

**Ambulatory Surgical Center** means a licensed public or private establishment with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures with continuous physician services and registered professional nursing services when a patient is in the facility and that does not provide services or accommodations for patients to stay overnight. It does not include a hospital emergency department, trauma center, physician's office or center for termination of pregnancy.

**Cosmetic Surgery** means surgery that is primarily for the purpose of improving appearance and does not, other than incidentally, correct or improve a functional impairment.

**Deductible** means the amount of Covered Expenses a Covered Person must pay for each Accident before benefits are available.

**Hospital** means a facility that: is licensed as a hospital and operated pursuant to law; is primarily engaged in providing or operating either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed Physicians, medical diagnostic and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; provides 24-hour nursing service by or under the supervision of a registered nurse (R.N.); maintains and operates a minimum of five beds; has x-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; maintains permanent medical history records; or a facility that is accredited by the Joint Commission on Accreditation of Health Care Organization.

Hospital does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, whether such facilities are operated as a separate institution or as a section of an institution operated as a hospital. Hospital does not mean a facility primarily providing custodial care or educational services.

**Intensive Care or Intensive Care Unit** includes a cardiac care unit and means a section, ward or wing within the Hospital that is separated from other Hospital facilities and: is operated exclusively for the purpose of providing care and treatment of critically ill or injured patients; and has special supplies and equipment necessary for such care and treatment of critically ill or injured patients; and provides room and board and close observation and care by registered nurses and other specially trained hospital personnel; excluding any Hospital facility maintained for the purpose of providing normal postoperative recovery treatment or service.

**Medically Necessary** means services or supplies that are Covered Expenses, prescribed by the Covered Person's Physician, to diagnose or treat a Injury or Sickness, that are known to be safe and effective by the majority of licensed Physicians who diagnose or treat that Injury or Sickness; provided such services are: provided at the appropriate facility and at the appropriate levels of care for the treatment of the Covered Person's medical condition; not provided primarily for the convenience of the Covered Person, the treating Physician or the Hospital providing the service; consistent with health care practice guidelines and standards that are issued by professionally recognized health care organizations or governmental agencies; not primarily educational, experimental or investigative; consistent with the Covered Person's symptoms, diagnosis or treatment; and no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license. The attending Physician may not be: employed or retained by the Policyholder; the Covered Person; or a person who is related to the Covered Person.

**Usual and Customary** means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the city or county in which the charge is incurred. ]

## SECTION 5- EXCLUSIONS AND LIMITATIONS

We will not pay for any loss as a result of:

- 1) suicide, while sane or insane; or intentional, self-inflicted Injury or Sickness;
- 2) [Sickness, disease or bacterial infection of any kind, except:
  - a) those which occur as a result of accidental ingestion; or
  - b) pus forming infections which occur through an accidental cut or wound;]
- 3) war or any act of war, whether war is declared or not;
- 4) service in one of the armed forces of any country or international authority;  
Note 1: If an Covered Person becomes a member of such armed forces during the policy term, upon receipt of written notice, We will refund pro rata the unearned premium.  
Note 2: This exclusion (4) does not apply to a Covered Person who is:
  - a) a member of an armed force reserve corps or National Guard unit; and
  - b) in attendance at an authorized active or inactive duty training session or other active duty that is less than 30 days.
- 5) riding as a passenger in or other activity related to any aircraft or other flying device of any kind;
- 6) hernia, however caused,
- 7) services or treatment provided by a family member or the Insured Person;
- 8) experimental or investigational procedures;
- 9) cosmetic surgery or procedures;
- 10) hospital room and board charges in excess of the semi-private room rate, unless hospitalized in an intensive care unit;
- 11) Injury or Sickness arising out of or in the course of employment for wage or profit, unless the Covered Person is ineligible for or legally exempt from Workers' Compensation coverage;
- 12) any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity, or commission of or attempt to commit a felony;
- 13) Injury or Sickness to which a contributing cause was the Insured Person being under the influence of or resulting from the use of intoxicants, including alcohol; or
- 14) Injury or Sickness resulting from the use of drugs, narcotics, hallucinogens, controlled or uncontrolled substances, unless administered on or according to the advice of a physician; or
- 15) related to pregnancy or childbirth.

**Pre-Existing Conditions Limitation:** Expenses incurred for treatment of Pre-existing Conditions are not covered for the first 12 months following a Covered Person's Effective Date of Coverage under the Group Policy.

## SECTION 6 – GENERAL PROVISIONS

**Notice of Claim:** Written notice of claim must be given to Us or Our authorized representative within 30 days after a covered loss starts, or as soon thereafter as is reasonably possible. The written notice should include Your name, the Covered Person's name, if different, Policy and Certificate Number. Please send to Us at our home office address or Your Agent.

**Claim Forms:** When We receive written notice of claim, We will send claim forms to the claimant within 15 days. If We do not, written proof of loss will be met by You or Your beneficiary by sending Us written proof as described below.

**Proof of Loss:** Proof of loss must describe the incident, extent and the type of loss. For death claims, proof of loss means certified copies of the death certificate, autopsy if performed, Coroner, Medical Examiner or Justice of the Peace reports. Police Motor Vehicle Accident Report or Police Incident Report, if applicable, are also proof of loss documents.

Written proof of loss must be sent to Us at the address shown above, or to one of Our agents. Written proof must be given to Us within 90 days after the date of loss. If proof cannot be given in that time, such proof must be given as soon as reasonably possible. Except in the absence of legal capacity, the claimant must give written proof within one year of the time otherwise required.

**Time of Payment of Claims:** Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. If We are unable to immediately pay due to deficiencies in Your claim, We will notify You within thirty (30) days if Your claim was filed electronically or within forty-five (45) days if Your claim was filed on paper of those deficiencies and how they can be remedied. Our failure to notify You of any deficiencies within the stated time frames will establish the submitted claim as a clean claim. We will pay or deny a clean claim: (1) if filed electronically, within thirty (30) days after the date We receive the claim; or (2) if the claim is filed on paper, within forty-five (45) days after the date We receive the claim.

Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of our liability will be paid immediately upon receipt of due written proof.

**Payment of Claims:** For loss of life to the Insured Person We will pay death benefits to the Insured Person's estate. All other benefits will be paid to the Insured Person except for medical benefits, which may be paid to a provider of medical services.

Any payments We make in good faith will end Our liability to the extent of the payment.

**Physical Examination and Autopsy:** We have the right to have a Covered Person examined by a physician of Our choice. This may be done as often as reasonable necessary while a claim is pending or while We are paying benefits. We may also have an autopsy made unless the law forbids it. We will pay the cost of both the exam and autopsy.

**Legal Actions:** No legal action may be brought to recover on the policy or this certificate until 60 days after written proof of loss has been given as required by the policy. No such action may be brought after 3 years from the time written proof of loss is required to be given.

**Assignment:** You may assign Your interest under this certificate. If an irrevocable beneficiary has been designated, that person must give written consent to any assignment. No assignment will be binding on Us unless it is in writing and a copy sent to Us. We accept no responsibility for the validity of an assignment.

**Extension of Benefits:** If a Covered Person has a continuous total disability at the time coverage under this certificate terminates, We will provide benefits, subject to the limits of the coverage, for Covered Expenses for the accident that causes such continuous total disability until the earlier of the end of such total disability or 90 days. Total disability or totally disabled means: with respect to the Insured Person, the complete inability to perform all of the substantial and material duties and functions of his or her occupation or any other gainful occupation in which such person earns substantially the same compensation prior to disability; and with respect to any other Covered Person, confinement as a bed patient in a hospital. This extension of benefits provision does not apply to dental coverage.

**Conformity with State Statutes:** Any provision of the policy or certificate which, on its effective date, is in conflict with the laws of the state where the policy or certificate is issued, is amended to comply with those laws.

# PRESIDENTIAL LIFE INSURANCE COMPANY



69 LYDECKER STREET  
NYACK, NEW YORK 10960  
(800) 926-7599

(called We, Us or Our)

POLICYHOLDER: [ ]

ADDRESS:

GROUP POLICY NUMBER: [ ]

EFFECTIVE DATE: [January 1, 2006]

ISSUE DATE: [January 1, 2006]

POLICY ANNIVERSARY DATE: [January 1, 2006]

STATE OF JURISDICTION: [ ]

Presidential Life Insurance Company in consideration of the application for this Group Policy and the timely payment of premiums, agrees, subject to the terms and conditions of the Policy, to insure eligible persons, herein called Insured(s), and their eligible Dependents under the Policy.

The Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. Subject to the terms and conditions of the Policy, it can be renewed until the first Policy Anniversary by timely payment of the required premium; it can be renewed after such time from month to month by timely payment of the required premium, subject to Section 5, Termination of Insurance.

All provisions set forth on the following pages are a part of the Policy.

Signed for

**PRESIDENTIAL LIFE INSURANCE COMPANY**

Secretary

President

**GROUP HOSPITAL INDEMNITY POLICY**  
THIS IS A LIMITED BENEFIT POLICY  
READ IT CAREFULLY

NON-PARTICIPATING  
[CONTRIBUTORY/NON-CONTRIBUTORY]

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AMENDMENT RIDERS, IF ANY

**[SCHEDULE OF BENEFITS**

DEFINITION OF ELIGIBLE PERSONS: All active [employees][members] under age 65, as described in the group application, and their eligible Dependents. (Compliance with ADEA (Age Discrimination in Employment Act) is observed, where applicable.)

[Limiting Age: 65]

[Probationary Period: 30 Days]

**[LIFE INSURANCE**

DEATH BENEFIT

Insured Person	\$
Dependent Spouse*	\$
Each Dependent Child*	
10 days to 6 months	\$
6 months to age 21 [23]	\$

\*At no time may a covered Dependent's amount of Life Insurance exceed the lesser of 50% of the Insured's Death Benefit or the maximum amount permitted by law. ]

**[ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

PRINCIPAL SUM

Insured Person	\$
Dependent Spouse*	\$
Each Dependent Child*	
10 days to 6 months	\$
6 months to age 21 [23]	

\*At no time may a covered Dependent's Principal Sum exceed the lesser of 50% of the Insured's Principal Sum or the maximum amount permitted by law. ]

**[HOSPITAL INDEMNITY INSURANCE WITH ANCILLARY BENEFITS**

**HOSPITAL INDEMNITY BENEFITS**

[Daily In-Hospital Indemnity Benefit (does not include Confinement for Substance Abuse or Mental Illness)	\$	]
Maximum Number of Days Per Calendar Year per Covered Person		
[Daily In-Hospital Indemnity Benefit for Confinement in an Intensive Care Unit (ICU)	\$	]
Maximum Number of Days Per Calendar Year per Covered Person		
[Daily In-Hospital Indemnity Benefit for Substance Abuse	\$	]
Maximum Number of Days Per Calendar Year per Covered Person		
[Daily In-Hospital Indemnity Benefit for Mental Illness	\$	]
Maximum Number of Days Per Calendar Year per Covered Person		
[Daily Benefit for Confinement in Skilled Nursing Facility	\$	]
Maximum Number of Days Per Calendar Year per Covered Person	\$	
Maximum inpatient benefits per policy year		
Supplemental Inpatient Benefit (excludes Skilled Nursing Facility, Substance Abuse, and Mental Illness)		]
Per Diem		

**ANCILLARY MEDICAL BENEFITS**

**PLAN A** - Scheduled Non-Hospital Medical Benefits with Inside Limits  
 [ x%]of RBRVS per procedure, diagnosis, service or treatment or the amount shown opposite the Benefit.

[Ambulance Transportation Benefit		
<u>Maximum Benefit for each service provided per Calendar Year</u>	- [ <u>\$300</u> ]	
<u>Maximum for all ground and air ambulance services per Calendar Year</u>	[ <u>\$ 1500</u> ]	

[Outpatient Surgical Indemnity Benefit – Maximum Benefit per Calendar Year	[ ]
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[Inpatient Surgical Indemnity Benefit – Maximum Benefit per Calendar Year	[ ]
--	-----

[Anesthesia Benefit Maximum Benefit per Calendar Year	]
--	---

[Physician Office Visit Indemnity Benefit		
Benefit per Visit	\$	
Maximum number of visits per Covered Person per Calendar Year		]
Maximum number of visits per family per Calendar Year		

[Physician In-Hospital Visit Indemnity Benefit		
Benefit per Visit	\$	
Maximum number of visits per Covered Person per Calendar Year		

[Diagnostic X-ray and Laboratory Indemnity Benefit Maximum Benefit per Calendar Year per Covered Person	\$	]
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[Accidental Injury Indemnity Benefit		
Maximum Benefit per Accident per Covered Person	\$	]
Maximum Benefit per year		

[ <u>Child</u> Wellness/Preventive Care Benefit Per Visit		
Maximum number of visits per Calendar Year per Covered <u>Personchild</u>		[ ] <u>visits</u>
Maximum benefit per year		

<u>Adult Wellness/Preventive Care Benefit</u>		
<u>Maximum benefit for annual physical</u>	\$	

[Emergency Room Visit Benefit		
Maximum Benefit Per Emergency Room Visit per Covered Person	\$	
Maximum Number of Emergency Room Visits per Covered Person per Calendar Year		]
Annual Maximum per year		

**PLAN B** - Medical-Surgical Benefits – Stated Maximum  
 [ %] of RBRVS per procedure, diagnosis or treatment  
 Annual Maximum Benefit per Covered Person per Calendar Year: \$

**PLAN B** - Accident Only Medical-Surgical Benefits – Stated Maximum  
 [ %] of RBRVS per procedure, diagnosis or treatment  
 Annual Maximum Benefit per Covered Person per Calendar Year: \$

DENTAL CARE BENEFIT

[Dental Care Benefit

Waiting Period per Covered Person		X Days
Class 1		X%
Class 2		X%
Class 3		X%
Deductible per Covered Person Per Calendar Year	\$	
Classes subject to deductible		
Waiting Period per Covered Person		[30 days]
Maximum Benefit for all Procedures per Covered Person per Calendar Year	\$	

VISION CARE BENEFIT

[Vision Care Benefit

Lifetime Deductible –Examinations	\$	
Lifetime Deductible – Lenses	\$	
Lifetime Deductible - Frames/Contact Lenses	\$	
Maximum Benefits:		
Maximum Vision Examination Benefit per Calendar Year	\$	
Maximum Benefit for Frames	\$	
Maximum Benefit for Lenses		
Single	\$	
Bifocal	\$	
Trifocal	\$	
No line bifocal or progressive power	\$	
Lenticular	\$	
Contact Lenses	\$	]

**PREMIUM SCHEDULE**

## Section 1 - DEFINITIONS

As used in this Policy, the following definitions apply:

### **[Active Service.**

The Insured is:

- (a) doing in the usual manner all of the regular duties of his or her employment on a scheduled work day; and
- (b) these duties are being done at one of the places of business where he or she normally does such duties or at some location to which his or her employment sends him or her.

An Insured will be said to be on Active Service on a day which is not a scheduled work day only if he or she would be able to perform in the usual manner all of the regular duties of his or her employment if it were a scheduled work day and was actively at work on the last preceding regular work day.]

### **Calendar Year.**

The period from January 1 through December 31 of the same year.

### **Certificate.**

The individual certificate issued to the Insured. It describes the coverage under the Policy.

### **Complications of Pregnancy.**

Any condition that requires medical treatment or Hospital confinement prior to or subsequent to the termination of the pregnancy whose diagnosis is distinct from, but is adversely affected by the pregnancy. Such conditions include, but are not limited to: (1) acute nephritis; (2) nephrosis; (3) cardiac decompensation; (4) missed abortion; and, (5) similar conditions of comparable severity. A complication of pregnancy will also include non-elective cesarean section or termination of pregnancy that occurs during a period of gestation when a viable birth is possible. "Complications of Pregnancy" will not include: (1) false labor; (2) occasional spotting; (3) prescribed bed rest; (4) morning Sickness; or, (5) similar conditions that are common to the care of a difficult pregnancy.

### **Confinement or Confined.**

The period of time during which a Covered Person is confined in a Hospital as a resident bed patient. Confinement does not include that period of time during which a Covered Person is in a Hospital emergency room, an observation room, a freestanding surgical facility, or outpatient facility.

### **[Contributory.**

The Insured pays all or a portion of the premium for his or her insurance and for his or her Covered Dependents, if any. The premium that is due and payable by the Insured is shown in the Certificate Schedule. If the Policy is Contributory, this is stated in the group application.]

### **Covered Benefits.**

Those services or supplies shown in the Hospital Indemnity and Medical-Surgical Benefit(s), if included in this Policy, that:

- (a) are for necessary treatment and recommended by a Physician;
- (b) are received while the Covered Person is insured under the Policy, subject to any Extension of Benefits; and
- (c) are not excluded under Section 4 of the Policy.

### **Covered Person(s).**

The Insured and his or her Dependents who are insured under the Policy.

### **[Dental Hygienist.**

A legally qualified person, other than a member of a Covered Person's Immediate Family, who is licensed by the state to treat the type of condition for which a claim is made.]

### **[Dentist.**

A legally qualified person, other than a member of a Covered Person's Immediate Family, who is licensed by the state to treat the type of condition for which a claim is made.]

**Dependent.**

An Insured's :

- (a) married spouse who lives the Insured and is under age 65; or
- (b) unmarried natural child, step child, adopted child or a child during the pendency of adoption who is not eligible for insurance as an Insured under the Policy and who:
  - (1) is less than 21 years old and is dependent on the Insured; or
  - (2) is less than 23 and going to an accredited school full time. Such child must be dependent on the Insured for principal support and maintenance; or
  - (3) becomes incapable of self-support because of mental retardation or physical handicap while insured under the Group Policy and prior to reaching the limiting age for dependent children. The child must be dependent on the Insured for support and maintenance. He or she must provide proof of such incapacity at his or her expense at Our request, otherwise insurance will terminate at the limiting age. If proof is provided, then coverage will continue for as long as the Insured's insurance stays in force and the child remains incapacitated. The Insured must notify Us when the dependent child is no longer incapacitated or dependent upon him or her.
- (4) is not living with the Insured , but the Insured is legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent does not include:

- (a) a grandchild of the Insured (except where required by law); or
- (b) a child who engages for compensation, profit or gain in any employment or business for 30 or more hours per week, unless such child is a full-time student as described in (b)(2) above.

**Hospital.**

A licensed institution that has on its premises:

- (a) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician;
- (b) 24-hour-a-day nursing service by graduate registered nurses; and
- (c) the patient's written history and medical records.

It shall also have (or have available on a pre-arranged basis) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by licensed Physicians, or be accredited by the Joint Commission on Accreditation of Hospitals.

Hospital shall not include any institution or portion thereof used as a place for rehabilitation, rest, the aged, education or training; or a nursing or convalescent home or an extended care facility for the care of convalescent patients.

**Immediate Family.**

The parents, spouse, children, or siblings of a Covered Person, or any person residing with a Covered Person.

**Injury.**

Accidental bodily Injury sustained on or after the Covered Person's Effective Date that causes a loss independent of any other cause. Such accident must occur while this Policy is in force. All injuries to the same Covered Person sustained in any one accident, including all related conditions and recurring symptoms of the Injuries, will be considered one Injury.

**Insured.**

Any person who is eligible for insurance and has enrolled for coverage, paid the premium due, and been accepted by Us.

**Intensive Care Unit**

A special area in a Hospital that is:

- (a) for the treatment of patients who are in acute and critical condition;
- (b) furnished with emergency life saving equipment and supplies that are immediately at hand;
- (c) staffed 24 hours a day by nurses who are specially trained to work in such special areas; and
- (d) equipped and staffed to monitor each patient's vital signs around-the-clock.

A recovery room, an area primarily for post-operative or post-anesthesia care, is not considered as an Intensive Care Unit.

**Late Enrollee.**

With regard to the Insured, if he or she enrolls more than 31 days after he or she is first eligible to enroll, he or she is considered at Late Enrollee. With regard to Dependents, it means the Dependent who is enrolled for Dependent coverage more than 31 days after such Dependent's initial eligibility period.

**Medically Necessary.**

The services or supplies provided by a Hospital or Physician that are required to identify or treat an Injury or Sickness and which, as determined by Us, are:

- (1) consistent with the symptom or diagnosis and treatment of a Covered Person's condition, Sickness or Injury;
- (2) appropriate with regard to standards of good medical practice;
- (3) not solely for the convenience of a Covered Person, a Physician or other provider; and
- (4) the most appropriate supply or level of service that can be safely provided to the Covered Person.

**Mental Illness.**

Any Sickness, disease or disorder, which is:

- (a) listed in the current edition of the Diagnostic and Statistical Manual of Mental Health Disorders (or any successor diagnostic manual) published by the American Psychiatric Association; and
- (b) usually treated by a mental health provider or other qualified provider, using psychotherapy, psychotropic drugs or other similar methods of Treatment.

Mental Illness includes any such conditions whether or not related to an underlying physical, genetic, chemical, organic or biological cause, although it may be associated with physical symptoms, manifestations or expressions. Specific conditions include, but are not limited to: bipolar disorder; depression and depressive disorders; psychoses; mood disorders; manic-depressive illness; anxiety disorders; stress disorders including post-traumatic stress disorders; somatoform disorders; factitious disorders; eating disorders; adjustment disorders; and personality disorders. However, for purposes of the Policy, Mental Illness does not include mental retardation or Alzheimer's disease and other forms of dementia with an objectifiable organic basis.

**[Non-contributory.**

The Insured pays no portion of the premium for his or her insurance. If the Policy is Non-Contributory, this is stated in the group application. The Insured is responsible for the premium for his or her Covered Dependents.]

**[Ophthalmologist.**

A person who is licensed by the state in which he or she practices as a Doctor of Medicine or Osteopathy and is qualified to practice within the medical specialty of ophthalmology, who is not:

- (a) a member of the Covered Person's Immediate Family; or
- (b) retained by the Policyholder.]

**[Optometrist.**

A person who is licensed to practice optometry as defined by the laws of the state in which his or services are rendered and who is not:

- (a) a member of the Covered Person's Immediate Family; or
- (b) retained by the Policyholder.]

**[Outpatient.**

Services and supplies provided by a Physician to a Covered Person for treatment either outside a Hospital or Skilled Nursing Facility or from an outpatient department of a Hospital or Skilled Nursing Facility or licensed ambulatory surgical center.]

**Physician.**

A practitioner of the healing arts who:

- (a) is practicing within the scope of his or her license in the state where so licensed; and
- (b) is not a member of the Covered Person's Immediate Family; and
- (c) provides treatment or service covered under the Policy.

**Policy.**

The policy issued to the Policyholder.

**Policyholder.**

The entity named on the face page of the Policy.

**[Pre-existing Condition Limitations.**

A condition for which medical treatment was rendered or recommended by a Physician or for which drugs or medicine was prescribed within [12] months prior to a Covered Person's Effective Date. A condition shall no longer be considered a Pre-Existing Condition after the first to occur of:

- (a) the date a Covered Person has been treatment free with respect to such Pre-existing Condition for [12] consecutive months while such person is covered under this Policy; or
- (b) the date a person has been covered under this Policy for [24] consecutive months.]

**[Probationary Period.**

The continuous length of time that an eligible person must be in Active Service before becoming eligible to enroll for coverage. The Probationary Period is shown on the Schedule of Benefits.]

**Resource Based Relative Value System, referred to as RBRVS.**

The methodology used by the federal government to determine benefits payable under Medicare. Medicare assigns a "Relative Value Unit" or RVU to thousands of procedure codes used to bill physician and other services. The total RVU is the sum of three component RVUs including the Work RVU, the Practice Expense RVU and the Malpractice RVU. The Work RVU takes into account factors such as the amount of time required to perform the service and the degree of skill required to perform it. The Practice Expense RVU takes into account the location of the service, e.g., office setting, outpatient setting, etc. The Malpractice RVU takes into account the malpractice cost associated with a particular practice. We will base benefits payable on RBRVS.

**Schedule of Benefits (or Schedule).**

The benefit schedule set forth in the Policy or Certificate.

**Sickness.**

Sickness or disease that is first diagnosed or treated while a Covered Person's insurance is in force, whose Sickness is the basis of claim, and which results in loss covered by this Policy.

**Skilled nursing facility.**

- (a) a special unit or ward of a Hospital used primarily as a nursing or convalescent home; or
- (b) an institution that has a transfer agreement with one or more Hospitals and meets fully all of the requirements of Title XVIII of the Social Security Act of 1965, as now or hereafter amended, commonly known as "Medicare".

**Substance Abuse.**

Alcoholism, or the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance, whether or not prescribed by a Physician.

**Total Disability or (Totally Disabled).**

The Insured is disabled and prevented from performing the material and substantial duties of his or her occupation. For Dependents, Totally Disabled means the inability to perform a majority of the normal activities of a person of like age in good health.

**[Vision Examination.**

An examination of principal vision functions provided by an Ophthalmologist or Optometrist. A Vision Examination includes, but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, visual field testing and tonometry, if indicated.]

## Section 2 - ELIGIBILITY AND EFFECTIVE DATES

### INSURED PERSONS

#### DATE PERSONS ARE ELIGIBLE FOR INSURANCE

Subject to the Probationary Period, each person in an eligible class on the effective date of this Policy will be eligible for insurance on that date. Each person who enters an eligible class after the effective date of this Policy will be eligible for insurance on the day he or she enters such class, subject to the Probationary Period. A Spouse and Dependent Children are eligible for coverage under this Policy as long as such eligible person becomes an Insured. Eligible classes are described in the group application that forms a part of this Policy.

[For employees: All persons who:

- (a) are in Active Service as employees of a Policyholder; and
- (b) qualify as eligible persons as defined in the group application;
- (c) have satisfied the Probationary Period; and
- (d) meet the definition of eligible Employee as stated in the Schedule,

are eligible to be insured under the Policy. Evidence of insurability acceptable to Us may be required.]

#### DATE INSURANCE TAKES EFFECT

An eligible person will be insured on the first day of the month following the date that he or she is eligible, subject to written application on a form acceptable to Us, approval by Us, and payment of the premium either by such person, if Contributory, or by the Policyholder on such person's behalf, if Non-contributory.

#### DEFERRED EFFECTIVE DATE

**For members of associations:** [If an eligible person is hospitalized on the date his or her insurance under this Policy is otherwise to take effect, such insurance will take effect on the day after such person is discharged.]

**For employees of employers:** [ If an eligible person is not in Active Service on the date his or her insurance under this Policy is otherwise to take effect, such insurance will take effect on the day after such person returns to Active Service.]

**ADDITION OF NEW ELIGIBLE PERSONS:** New eligible persons may be added from time to time in accordance with the terms of this Policy.

#### LATE ENROLLEES

If an eligible person does not enroll when initially eligible, he or she will be considered a Late Enrollee. He or she may apply for insurance after the period of eligibility expires but he or she will have to provide, at his or her own expense, satisfactory evidence of good health. Insurance will become effective on the date We approve the application, subject to timely payment of premium.

**Change in Family Status:** If a person is a Late Enrollee, We will not require satisfactory evidence of good health if an employee makes request for coverage due to a Family Status Change. To qualify, he or she must enroll for coverage and provide proof of the Family Status Change within 31 days after the date of change.

The qualifying Family Status Changes acceptable to Us and satisfactory evidence of good health required for each change are listed below.

<b>Family Status Changes</b>	<b>Acceptable Proof</b>
Birth of a child	Birth certificate
Adoption of a child	Adoption papers
Death of a spouse	Death certificate
Divorce	Divorce decree
Marriage	Marriage certificate
Spouse's loss of a job	Separation papers from spouse's employer

## [DEPENDENTS

### **DATE PERSONS ARE ELIGIBLE FOR INSURANCE**

If Dependent coverage is available under the Policy, each Dependent will be eligible for such coverage on the latest of the following dates:

- (e) the day the Insured becomes eligible for insurance; or
- (f) the day the Insured acquires his or her first Dependent.

If both husband and wife are eligible for coverage under the Policy and have no Dependent children, the husband and wife may only elect individual coverage. If both husband and wife are eligible for coverage under the Policy and they have Dependent child(ren), either spouse, but not both, may elect Dependent coverage.

Dependent coverage may be elected by:

- (a) Completing and signing an application within 31 days (90 days for a newborn or 60 days for an adopted child) of the date the Dependent becomes eligible; [and
- (b) By completing any required form of payroll deduction.]

The Effective Date of coverage for each eligible Dependent will be the first day of the month following Our:

- (a) acceptance of the application; and
- (b) receipt of the first premium.

However, if on such date the coverage for the eligible [employee] [member] has not yet taken effect, the effective date for Dependent coverage will be the same as the effective date for the Insured.

A newborn child will become insured for the Hospital Indemnity Benefits automatically on the day he or she is born as long as the Insured's coverage was in force on that date. Coverage includes prematurity, congenital defects and birth abnormalities. The newborn child's coverage will not continue past the 90-day period following birth unless:

- (a) We are notified by the end of that 90-day period of the addition of such newborn child; and
- (b) any applicable additional premium is paid.

An adopted child who has not attained 18 years of age, will become insured for Injury and Sickness automatically as of the date of adoption or placement for adoption as long as the Insured's insurance is in force. Placement for adoption means the assumption and retention by a person of legal obligation for total or partial support of a child in anticipation of the child's adoption. Coverage for an adopted child will not continue past the 60-day period following birth unless:

- (a) We are notified by the end of the 60-day period of the addition of such adopted child; and
- (b) any applicable additional premium is paid.

In all other instances if a Dependent is Totally Disabled on the date coverage (with respect to that particular Dependent) would otherwise take effect, the coverage of the Dependent will be deferred until the first of the month following the Dependent's cessation of Total Disability.

### **DEFERRED EFFECTIVE DATE**

If an eligible person, except for a newborn child, is hospitalized on the date his or her insurance under this Policy is otherwise to take effect, such insurance will take effect on the day after such person is discharged.

### **LATE ENROLLEES**

If an Insured does not enroll eligible Dependents when initially eligible, the Dependents are considered Late Enrollees. An Insured may apply for insurance for such Dependents after the period of eligibility expires will have to provide, at his or her own expense, satisfactory evidence of good health for each dependent. Insurance will become effective on the date We approve the application, subject to timely payment of premium.

## **[SECTION 3 – BENEFIT PROVISIONS**

### **LIFE INSURANCE.**

If a Covered Person dies, We will pay the Death Benefit, shown in the Schedule, subject to the provisions of the Policy. Payment will be made in one lump sum to the beneficiary (or to the Insured in the event of a covered Dependent's death).

#### **Beneficiary Provision**

The beneficiary is named by the Insured in his or her application, unless changed. The Insured may change the beneficiary, unless irrevocable, at any time. To do so, a written request on a form satisfactory to Us must be made to Our home office or to Our Agent. When We record the change, it will take effect as of the date the Insured signed the form. The change will not apply to any payment made by Us before the request was recorded.

If 2 or more beneficiaries are named and their shares are not specified, they will share the proceeds equally.

When the Insured dies, if there is no living named beneficiary to receive any part of the proceeds, We may pay such proceeds to:

- (a) the Insured's estate; or
- (b) at Our option, to the Insured's spouse, if living, surviving children, equally, if the spouse is dead, or surviving parents, equally, if all children are dead.

We will not be liable for such payment after it is made.

If an Insured made an irrevocable Beneficiary designation this means that the Insured gives up the right to change the Beneficiary. If an irrevocable Beneficiary designation is in effect, the rules about changing the Beneficiary stated above do not apply. The Insured can get this right back if:

- (a) the Beneficiary gives written consent; or
- (b) the Beneficiary dies.

If the Insured applies for a conversion policy or applies for a different amount of insurance and names a new Beneficiary on that application, this will be considered a request for a change of Beneficiary. This means that the change in Beneficiary will apply to the Policy as well as the conversion policy even though the conversion policy itself or the changed amount may not yet have taken effect. (For more details about the conversion, see the following Conversion Privilege provision.)

We may pay benefits to someone other than the Insured or Beneficiary if:

- (a) such Insured or Beneficiary is a minor or cannot give a valid release; and
- (b) no request for payment has been made by a duly appointed guardian; and
- (c) the person to whom payment will be made appears to have assumed the care and main support of such Insured or Beneficiary.

Such benefits will be paid as follows:

- (a) A maximum first payment of \$500.00 will be made.
- (b) After that, monthly payments of not more than \$200.00 each will be made until benefits are exhausted.

We may pay up to [\$2,000.00 to] any person appearing to be entitled to such payment by reason of having incurred funeral or other expenses incident to the last illness or death of the Covered Person.

Any payment We make is done so in good faith; it will fully discharge Us for the amount of such payment.]

### **[Conversion Privilege**

If insurance on any Covered Person stops because of the Insured's termination of employment or termination of membership in a class eligible for coverage, such person may convert to an individual life policy if:

- (a) written application is made within 31 days of the date of termination; and
- (b) the first premium is paid to Us in that time.

Proof of good health will not be required. The policy will not have any disability, accidental death or dismemberment, or other supplementary benefits. The Insured can choose any form, except term insurance, then in use by Us. The amount cannot be more than the amount of life insurance that ceases. The rate will be Our customary rate. The rate and policy will be based on the form, the amount, the Covered Person's class of risk, and age at the time the individual policy takes effect.

Subject to the above conditions, the conversion privilege will also be available:

- (a) to a surviving Dependent, if any, at the death of the Insured. (This applies only to coverage under the policy that terminates by reason of such death.)
- (b) to a Dependent of the Insured if termination of coverage is due to the Dependent no longer meeting the definition of Dependent as defined. (This applies only if Dependent coverage terminates while the Insured remains covered under the Policy.)

If insurance on any Covered Person stops because:

- (a) the Policy terminates; or
- (b) the Policy is changed so that a class of insured persons is terminated, such person can convert; however, the Covered Person must have been insured under the Policy for at least three years immediately preceding the date of termination of insurance.

Conversion is subject to the same rules outlined above, except the amount will not exceed the lesser of:

- (a) the amount of insurance ceasing, less the amount such person is or becomes eligible for under any group policy issued within 31 days of the date this insurance stops; or
- (b) \$10,000.

If the Covered Person dies during the 31-day period in which he or she is entitled to a conversion plan but before such plan takes effect, an amount of life insurance shall be payable. The amount shall be that which the Covered Person would have been entitled to have issued to him or her under the conversion plan. The amount shall be payable as a claim under this Policy; and application or premium payment on the conversion plan need not have been made.

This conversion privilege is in lieu of all other life insurance benefits under the Policy. The effective date of this conversion plan will be the 32<sup>nd</sup> day after the date that premiums were paid to under the Policy.

If the Insured has assigned all ownership rights absolutely to an assignee, then, the assignee (instead of the Insured) is entitled to exercise the conversion privilege.

The Insured shall be given notice of his or her conversion right at least 15 days before the end of the time in which he or she has to apply for the conversion policy. If such notice is not given, he or she has an additional period of time to exercise his or her right. This period ends 15 days after the date the Insured is given notice; and it will not go past [60-90] days after the original 31-day period.

Notice may be mailed by the Policyholder or by Us to the Insured's last known address. In no event, however, will the Insured's insurance under the Policy be continued beyond the original 31-day period.]

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

If Insured suffers loss of life, sight or limb(s) due to an accidental bodily Injury, We will pay an Accidental Death and Dismemberment Benefit for such loss if the following conditions are met:

- (a) The loss must result directly from an injury. The injury must be caused by an accident that occurs while the Policy is in force.
- (b) The loss must occur no later than [90-365] days after the date the injury was received.
- (c) The loss must not be excluded.
- (d) The loss of a hand or foot means the severance at or above the wrist or ankle joint.
- (e) The loss of sight means total and irrecoverable loss of sight.

The benefit amount payable for a loss which meets the conditions stated above is as follows:

For Loss of Life .....	100% of the Principal Sum
For Loss of One Hand .....	50% of the Principal Sum
For Loss of One Foot.....	50% of the Principal Sum
For Loss of Sight of One Eye .....	50% of the Principal Sum
For Loss of more than one of the above in any one Accident....	100% of the Principal Sum

The Principal Sum is the amount shown in the Schedule. Only one of the amounts, the greatest, will be paid for more than one loss resulting from the same accident.

The following are not covered under this Accidental Death and Dismemberment Benefit:

- (a) Infection or disease, whether the infection or disease is the proximate or contributing cause of the loss; (This does not apply to: (i) pyogenic infections which occur through an accidental wound or cut; or (ii) bacterial infections which result from the accidental ingestion of contaminated substances); or
- (b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a licensed physician. (Unintentional or involuntary inhalation of gas or ingestion of a poisonous substance is not excluded.)]

## HOSPITAL INDEMNITY INSURANCE

Subject to all of the terms and provisions of the Policy, We will pay Covered Benefits as shown in the Schedule for one or more of the following:

### **[Daily In-Hospital Indemnity Benefit**

We will pay the Daily In-Hospital Indemnity Benefit shown in the Schedule for each day a Covered Person is Confined in a Hospital as a result of Injury or Sickness except for Mental Illness or Substance Abuse. Benefits are payable for the period such person is so confined and receiving medical care and regular attendance of a Physician. The period of payment shall not exceed the number of days shown in the Schedule for all Injury and Sickness during a Calendar Year.]

### **[Daily In-Hospital Indemnity Benefit for Intensive Care Unit**

We will pay the Daily In-Hospital Indemnity Benefit shown in the Schedule for each day a Covered Person is Confined in an Intensive Care Unit (ICU) as a result of Injury or Sickness except for Mental Illness or Substance Abuse. Benefits are payable for the period such person is so confined and receiving medical care and regular attendance of a Physician. The period of payment shall not exceed the number of days shown in the Schedule for all Injury and Sickness during a Calendar Year.]

### **[Daily In-Hospital Indemnity Benefit for Substance Abuse**

We will pay the Daily In-Hospital Indemnity Benefit shown in the Schedule for each day a Covered Person is Confined in a Hospital as a result of Substance Abuse. Benefits are payable for the period such person is so confined and receiving medical care and regular attendance of a Physician. The period of payment shall not exceed the number of days shown in the Schedule during a Calendar Year.]

### **[Daily In-Hospital Indemnity Benefit for Mental Illness**

We will pay the Daily In-Hospital Indemnity Benefit shown in the Schedule for each day a Covered Person is Confined in a Hospital as a result of Mental Illness. Benefits are payable for the period such person is so confined and receiving medical care and regular attendance of a Physician. The period of payment shall not exceed the number of days shown in the Schedule during a Calendar Year.]

### **[Daily Skilled Nursing Facility Indemnity Benefit**

We will pay the Daily Skilled Nursing Facility Indemnity Benefit shown in the Schedule for each day a Covered Person is Confined in a Skilled Nursing Facility as a result of Injury or Sickness except for Mental Illness or Substance Abuse. Benefits are payable for the period such person is so confined and receiving medical care and regular attendance of a Physician. The period of payment shall not exceed the number of days shown in the Schedule for all Injury and Sickness during a Calendar Year.]

**[Supplemental Hospital Inpatient Benefit:** After a Covered Person has reached the maximum number of days for inpatient confinement in a Hospital in a Calendar Year, We will pay an additional benefit daily benefit for each additional day of inpatient confinement. The Covered Person must be receiving medical care and regular attendance by a Physician. The daily benefit and the additional number of days for which benefits are payable during the Calendar Year are shown in the Schedule. This benefit is not payable for confinements due to Mental Illness or Substance Abuse.]

## **[PLAN A - Scheduled Non-Hospital Medical Benefits with Inside Limits**

Benefit payments are based on a percentage of [the](#) Resource Based Relative Value System (RBRVS) adopted by Medicare. The maximum benefit payable for each of the following benefits is as shown in the Schedule.

### **[Ambulance Transportation Benefit**

If a Covered Person requires the use of an ambulance service for transportation to or from a Hospital or from one Hospital to another Hospital for care and treatment of a Sickness or Injury. We will pay the Ambulance Transportation Benefit shown in the Schedule. The Daily In-Hospital Indemnity Benefit must be provided under this Policy for this benefit to be payable. [The](#) percent for RBRVS, maximum benefit [per service and benefit maximums are shown in the Schedule.](#)

Transportation may be by either ground or air ambulance.

For purposes of this Benefit, "use of an ambulance service" means physical transportation in an ambulance or other appropriate vehicle registered to a licensed medical transportation service.

### **[Surgical Indemnity Benefit**

If a Covered Person has a covered surgery performed [ while Confined in a Hospital] [or] [on an Outpatient basis], We will pay the Surgical Indemnity Benefit amount. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#)

If two or more procedures are performed through the same incision or operative field, payment will be made only for the procedure of the larger benefit. If more than one procedure is performed but each through separate incisions or in a separate operative field, the amount payable shall be the specified amount for the primary procedure plus 50% of the amount payable for all other surgical procedures performed.

### **[Anesthesia Indemnity Benefit**

If the Surgical Indemnity Benefit is payable, We will pay the Anesthesia Indemnity Benefit amount for the administration of anesthesia related to a covered surgical procedure. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#) ]

### **[Physician Office Visit Indemnity Benefit**

We will pay the Physician Office Visit Indemnity Benefit, as shown in the Schedule, for a Physician office visit as a result of Sickness or Injury. The visit must be made to the Physician's office or clinic. It is not payable for a surgeon's visit in a Hospital following surgery. The benefit will not exceed the Maximum Number of Office Visits per Calendar Year, as shown in the Schedule. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#) ]

### **[In-Hospital Physician Office Visit Indemnity Benefit**

We will pay the In-Hospital Physician Office Visit Indemnity Benefit, as shown in the Schedule, for a visit by a Physician while Confined in a Hospital as a result of Sickness or Injury. It is not payable for a surgeon's visit in a Hospital following surgery. The benefit will not exceed the Maximum Number of Office Visits per Calendar Year, as shown in the Schedule. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#) ]

### **[Diagnostic X-Ray and Laboratory Indemnity Benefit**

We will pay the Diagnostic X-Ray and Laboratory Indemnity Benefit, as shown in the Schedule, when a Covered Person has diagnostic x-ray and laboratory tests performed. Such tests and diagnostic x-rays must be ordered by a Physician and be related to an Injury or Sickness. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#)]

### **[Additional Accidental Injury Indemnity Benefit**

If a Covered Person is injured in an accident and seeks medical treatment within 72 hours of the accident, We will pay the Additional Accidental Injury Indemnity Benefit. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#) The maximum benefit is payable for all Injuries related to any one accident.]

### **[Child Wellness /Preventive Care Benefit**

We will pay the Wellness/Preventive Care Benefit, as shown in the Schedule, when a Covered [childPerson](#) visits a Physician for a well checkup. We will pay the amount shown in the Schedule for each visit up to the maximum number of visits shown in the Schedule. [The](#) percent for RBRVS [and benefit maximum are shown in the Schedule.](#)]

**Adult Wellness /Preventive Care Benefit**

We will pay the Wellness/Preventive Care Benefit, as shown in the Schedule, when a Covered adult visits a Physician for a well checkup. We will pay the amount shown in the Schedule for one wellness annual physical visit per Calendar Year. The percent for RBRVS and benefit maximum are shown in the Schedule. ]

**[Emergency Room Benefit**

We will pay the Emergency Room Benefit shown in the Schedule if a Covered Person requires medically necessary treatment by a Physician in a Hospital emergency room for a medical emergency due to Injury or Sickness. The benefits will not exceed the maximum number of Emergency Room Visits per Covered Person per Calendar Year shown in the Schedule. The percent for RBRVS and benefit maximum are shown in the Schedule.

For purposes of this benefit:

**Medical Emergency.**

The sudden onset of a medical condition for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in:

- (1) Placing the Covered Person's health in serious jeopardy;
- (2) Serious impairment of bodily functions; or
- (3) Serious dysfunction of any bodily organ or part.]

## **[PLAN B Medical-Surgical Benefits for Injury and Sickness**

Subject to the terms and conditions of the Policy, We will pay Covered Benefits for the expenses incurred by a Covered Person for the Medically Necessary medical and surgical services rendered by a Physician for treatment of an Injury or Sickness. Benefits will be based on the percentage of RBRVS shown in the Schedule of Benefits. Covered Benefits include but are not limited to coverage for:

- (a) surgical services, including anesthesia;
- (b) diagnostic X-ray and laboratory services;
- (c) ambulance services;
- (d) Physician's office visits;
- (e) home health care;
- (f) emergency room care;
- (g) in-hospital medical services, consisting of physician services rendered to a person who is a bed patient in a Hospital for treatment of Sickness or Injury other than that for which surgical care is required; and
- (h) hospice care.

Hospital daily room and board charges and miscellaneous hospital charges are not covered under this Benefit.

The Maximum Benefit is shown in the Schedule of Benefits.

### **Medically Necessary.**

The services or supplies provided by a Hospital or Physician that are required to identify or treat an Injury or Sickness and which, as determined by Us, are:

- (a) consistent with the symptom or diagnosis and treatment of a Covered Person's condition, Sickness or Injury;
- (b) appropriate with regard to standards of good medical practice;
- (c) not solely for the convenience of a Covered Person, a Physician or other provider; and
- (d) the most appropriate supply or level of service that can be safely provided to the Covered Person.

## **[Plan B – Accident Only Medical-Surgical Expense Benefits**

Subject to the terms and conditions of the Policy, We will pay Covered Benefits for the expenses incurred by a Covered Person for the Medically Necessary medical and surgical services rendered by a Physician for treatment of an Injury. Covered charges must be incurred within 90 days after the date the Accident occurs. Benefits will be based on the percentage of the RBRVS shown in the Schedule of Benefits. Covered Benefits include but are not limited to coverage for:

- (a) surgical services, including anesthesia;
- (b) diagnostic X-ray and laboratory services;
- (c) ambulance services;
- (d) Physician's office visits;
- (e) home health care;
- (f) emergency room care;
- (g) in-hospital medical services, consisting of physician services rendered to a person who is a bed patient in a Hospital for treatment of Sickness or Injury other than that for which surgical care is required; and
- (h) hospice care.

Hospital daily room and board charges and miscellaneous hospital charges are not covered under this Benefit.

The Maximum Benefit is shown in the Schedule of Benefits.

### **Medically Necessary.**

The services or supplies provided by a Hospital or Physician that are required to identify or treat an Injury and which, as determined by Us, are:

- (a) consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
- (b) appropriate with regard to standards of good medical practice;
- (c) not solely for the convenience of a Covered Person, a Physician or other provider; and
- (d) the most appropriate supply or level of service that can be safely provided to the Covered Person.

**[VISION EXAMINATION BENEFIT**

If a Covered Person has a Vision Examination, We will pay the benefits shown in the Schedule for the applicable Vision Examination Benefits after the Insured pays a Lifetime Deductible for that Covered Person. The benefits will not exceed the Maximum Benefits per Calendar Year shown in the Schedule.

For purposes of this benefit:

**Lifetime Deductible.**

The amount that the Insured must pay before benefits are payable for each Covered Person.]

## [DENTAL CARE BENEFITS

Subject to the Waiting Period, Calendar Year Deductible, Calendar Year Benefit Maximum, and co-payment requirements, We will pay the benefits described below for the stated procedures performed on a Covered Person. The Covered Person's insurance must be in effect for the procedure to be covered. The plan for which a Covered Person is covered is indicated on the Schedule. No benefits are payable for procedures done during a Covered Person's Waiting Period. Either a Dentist or a Dental Hygienist must perform the procedure.

### [PLAN A

#### Type I Procedures

We will pay 100% of the expense incurred for the following procedures up to the maximum number of times described herein for each Covered Person: evaluations (up to two per Calendar Year), cleanings (up to two per Calendar Year), fluoride for children under age 14 only, bitewings (one time per Calendar Year).

#### Type 2 Procedures

We will pay 50% of the expense incurred for the following procedures for each Covered Person: radiographs (X-rays), sealants for children under age 14 only, problem focused limited exams, restorative amalgams, and oral surgery/simple extractions only.]

### [PLAN B

#### Type I Procedures

We will pay 100% of the expense incurred for the following procedures up to the maximum number of times described herein for each Covered Person: evaluations (up to two per Calendar Year), cleanings (up to two per Calendar Year), fluoride for children under age 14 only, bitewings (one time per Calendar Year).

#### Type 2 Procedures

During the first Calendar Year, We will pay 60% of the expense incurred for the following procedures for each Covered Person: space maintainers, radiographs (X-rays), Sealants for children under age 14 only, problem focused limited exams, restorative amalgams, oral surgery/simple extractions only, and denture repair. During the Insured's second Calendar Year, this percentage increases to 70%. During the Insured's third Calendar Year and subsequent years, this percentage increases to 80%.]

### [PLAN C

#### Type I Procedures

We will pay 100% of the expense incurred for the following procedures up to the maximum number of times described herein for each Covered Person: evaluations (up to two per Calendar Year), cleanings (up to two per Calendar Year), fluoride and sealants for children under age 14 only, bitewings (one time per Calendar Year).

#### Type 2 Procedures

During the first Calendar Year, We will pay 60% of the expense incurred for the following procedures for each Covered Person: space maintainers, radiographs (X-rays), problem focused limited exams, restorative amalgams, oral surgery/simple extractions only, and denture repair. During the Insured's second Calendar Year, this percentage increases to 70%. During the Insured's third Calendar Year and subsequent years, this percentage increases to 80%.

### Type 3 Procedures

During the first Certificate Year, We will pay 10% of expense incurred for the following procedures for each Covered Person: oral surgery/complex extractions, anesthesia for crown repair, endodontics (root canals and apicoectomy only), periodontics (gum disease) excluding surgery, periodontics (gum disease) surgical restoration for crowns, prosthodontics (fixed pontics or abutments), and prosthodontics (removal of dentures and partials). During the Insured's second Calendar Year, this percentage increases to 35%. During the Insured's third Calendar Year and subsequent years, this percentage increases to 50%.]

For purposes of this benefit:

### **Waiting Period.**

The period after the Covered Person's Effective date of coverage for which benefits are not payable. In the event of a reinstatement, all Covered Persons will be subject to new Waiting Periods beginning with the effective date of reinstatement. If a dependent is added after the Insured Person's Effective Date, the Waiting Period will begin from the effective date of the addition for that Covered Person. The Waiting Period will vary based on type of service/procedure. (See the Schedule)]

## SECTION 4 - EXCLUSIONS AND LIMITATIONS

With respect to all of the benefits provided under the Policy, no benefits will be payable as the result of:

- (a) suicide or any attempt thereat, while sane or insane. [If any Covered Person, sane or insane, should die by suicide within two years (one year in Colorado and North Dakota) of his or her Effective Date of coverage, Life Insurance benefits will not be payable; (In Missouri, the reference to insanity does not apply and suicide is no defense to payment under this Policy where the Covered Person is a Missouri citizen unless We can show that the Covered Person intended suicide when he or she applied for coverage, regardless of any language to the contrary in the Policy.)]
- (b) any intentionally self-inflicted injury or Sickness;
- (c) rest care or rehabilitative care and treatment;
- (d) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from an Injury if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
- (e) immunization shots and routine examinations such as: health exams; periodic check-ups; pre-marital exams; and routine physicals, except as otherwise covered under the Policy;
- (f) routine newborn care, including routine nursery charges;
- (g) voluntary abortion, except with respect to the Insured or covered Dependent spouse where such person's life would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion;
- (h) pregnancy of a Dependent child, unless required by law;
- (i) a Covered Person's participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
- (j) a Covered Person committing, attempting to commit, or taking part in a felony, or engaging in an illegal occupation;
- (k) a Covered Person's participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee-jumping, or hang gliding;
- (l) air travel, except:
  - (1) as a fare-paying passenger on a commercial airline on a regularly scheduled route; or
  - (2) as a passenger for transportation only and not as a pilot or crew member;
- (m) any Accident occurring as a result of the Covered Person being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Accident took place);
- (n) sex changes;
- (o) experimental treatments or surgery;
- (p) the reversal of tubal ligation and vasectomies;
- (q) artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or Physician's services, unless required by law;
- (r) treatment of exogenous obesity or weight control;
- (s) an act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes Injury sustained or Sickness contracted while in the service of any military, naval or air force of any country engaged in war. We will refund the pro rata unearned premium for any such period the Covered Person is not covered;
- (t) Injury or sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits have been made; and
- (u) [Pre-Existing Conditions.]

[In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Physician Office Visit Indemnity Benefit and the Diagnostic X-Ray and Laboratory Indemnity Benefit:

- (a) visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while Confined to a Hospital;
- (b) routine eye examinations or fitting of glasses;
- (c) fitting of hearing aids;
- (d) dental examinations or dental care other than expenses resulting from accidental injury; and
- (e) benefits which are provided under any other part of the Policy.]

[In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Vision Examination Benefit:

- (a) any procedure or service not shown on the Schedule;

- (b) any Vision Examination required by an employer as a condition of employment;
- (c) any vision materials (i.e. glasses, contact lenses, eyeglass lenses, eyeglass frames, safety eyewear, plain or prescription sunglasses, sub-normal vision aids, etc.); and
- (d) medical or surgical treatment of the eyes.

[In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Dental Care Benefits:

- (a) Charges for dental services performed by other than Dentist or Dental Hygienist;
- (b) Services that are not recommended by a dentist or that are not required for the preservation or restoration of oral health;
- (c) Services not specified in the Dental Care Benefits;
- (d) Repairs or adjustments to dental work within six months of the initial work;
- (e) Replacement prosthetics within seven years of last placement;
- (f) Treatment involving crowns for a given tooth within seven years of last placement, regardless of the type of crown;
- (g) Replacement for inlays or onlays for a given tooth within seven years of last placement;
- (h) Implants (materials implanted into or on the bone or soft tissue) or the removal of implants or any related services;
- (i) Any services performed for convenience or cosmetic purposes;
- (j) Orthodontic treatment;
- (k) Temporomandibular Joint (TMJ) dysfunctions;
- (l) Replacement of teeth missing prior to the effective date of coverage;
- (m) Initial placement of removable full or partial dentures, unless it includes the replacement of a functioning natural tooth extracted while the Covered Person is covered under the Group Policy; and
- (n) initial placement of a fixed partial denture including a Maryland Bridge, unless it includes the replacement of a functioning natural tooth extracted while the Covered Person is covered under the Group Policy.]

## SECTION 5 – TERMINATION OF INSURANCE

**POLICYHOLDER TERMINATION:** After the first anniversary, the We may terminate this Policy at any time by written notice delivered to the Policyholder or mailed to its last address as shown on Our records. The written notice shall state when, not less than [31 days] thereafter, such termination shall be effective. [We may also terminate a portion of the risk insured under the Policy on a class basis, such as termination of all persons within the same Enrolling Group, or same geographic, occupational, or eligibility class.] [In addition, We may cancel or modify the Policy, or an insurance option offered under the Policy, if the number of persons covered under the Policy or option falls below \_\_\_% of all persons eligible for the coverage.]

The Policyholder may terminate this Policy at any time by written notice delivered or mailed to Us effective on receipt or on such later date as may be specified in the notice.

In the event of such termination by either the Policyholder or Us, We shall promptly return on a pro rata basis the unearned premiums paid, if any, and the Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

**TERMINATION OF A COVERED PERSON'S INSURANCE:** The insurance on an Insured will cease on the earliest of:

- (a) the first day of the month following the date an Insured ceases to be a member of a class eligible for coverage as shown in the group application;
- (b) the end of the last period for which premium payment has been made to Us, subject to the Grace Period;
- (c) [the first day of the month following the date the Covered Person attains the Limiting Age shown in the Schedule;] or
- (d) the date the Policy terminates.

The insurance on a Dependent will cease on the earliest of:

- (a) the date the Insured's coverage terminates;
- (e) the Covered Person attains the limiting age for eligibility;
- (a) the end of the last period for which premium payment has been made to Us, subject to the Grace Period;
- (b) the date the Dependent no longer meets the definition of Dependent, as defined in the Policy; or
- (c) the date the Policy is modified so as to exclude Dependent coverage.

We shall have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

**EXTENSION OF BENEFITS:** Whenever termination of coverage under this section occurs because of termination of the Insured's eligibility, such termination shall be without prejudice to:

- (a) any Hospital Confinement which commenced while the Policy was in force, with respect to In-Hospital Indemnity Benefits; or
- (b) any covered treatment or service for which benefits would be provided under the Hospital Indemnity Benefits of the Policy and which commenced while the Policy was in force; provided; however, that the Covered Person is and continues to be Hospital Confined or Totally Disabled. Such Extension of Benefits shall continue for up to 90 days.

## SECTION 6 – PREMIUMS

All premiums are payable on or before the date they are due. Premiums are payable by a mode of payment that has been agreed upon between the Policyholder and Us. The premiums are shown in the Schedule.

**RATE CHANGE:** After the first Policy Anniversary Date, We have the right to change rates as of any Premium Due Date. However, We will not change the Policy rates more than once in any 12-month period. We will notify the Policyholder in writing at least [31] days prior to the change in rates. [The rates may change prior to this time however, for reasons that affect the insured risk, which include:

- (a) a change in benefits;
- (b) a new Law or a change in any existing Law is enacted which applies to the Policy; or
- (c) a material change in the composition of the group such as the addition of a subsidiary or affiliate.]

A change may take effect on an earlier date if both the [Policyholder] and We agree to it. Except in the case of fraud, premium adjustments, refunds or charges will be made for only the current Policy year.

**POLICYHOLDER GRACE PERIOD:** The Policyholder has a 31-day Grace Period from the Premium Due Date for payment of each premium after the first premium payment. During the Grace Period, the insurance will remain in effect. No Grace Period is provided when, prior to the end of the Grace Period, the Policyholder has given Us notice of intent to terminate the Policy. In addition, there is no grace period if Our Agent or We deliver or mail to the Policyholder, at least 60 days before the premium due date, a notice of Our intent to not renew the Policy.

## SECTION 7 – GENERAL POLICY PROVISIONS

**ENTIRE CONTRACT/CHANGES:** This Policy, including riders and endorsements, the Group application attached to the Policy at issue, individual enrollment forms, and the attached papers, if any, constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of its provisions.

All statements made by the Policyholder and Insureds are deemed representations and not warranties. No such statement will cause the Company to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is in writing and signed by the Policyholder or Insured, and is or has been furnished to such Policyholder or Insured, as appropriate.

**INCONTESTABILITY:** After two (2) years from the Policy Effective Date no statement, except a fraudulent misstatement, will cause the Policy to be contested.

**CONFORMITY WITH STATE LAWS:** A provision of the Policy that, on the Effective Date, conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law as of the Effective Date.

**CERTIFICATE OF INSURANCE:** The Company shall issue to the Policyholder for delivery to each Insured, an individual certificate that shall state the essential features of insurance to which such person is entitled and to whom benefits are payable if required to do so by the laws of the state where the Insured resides when his or her insurance becomes effective. If more than one Certificate is issued under the Policy to an Insured, only the last one issued will be in effect.

**DATA FURNISHED BY THE POLICYHOLDER:** The Policyholder or its designee must give Us the following information, upon Our request:

- (a) the names of all persons initially eligible for coverage;
- (b) the names of all additional persons who become eligible for coverage;
- (c) the names of all persons whose amount of insurance is to be changed;
- (d) the names of all persons whose eligibility for insurance is terminated; and
- (e) any other data We deem necessary to audit or administer the insurance provided by the Policy.

**EXAMINATION AND AUDIT:** We shall be permitted to examine the Policyholder's records relating to this Policy at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later. Once an error is discovered, an equitable adjustment in premium will be made. If the premium adjustment involves the return of unearned premium, the amount of the return will be limited to the 12-month period, which precedes the date We receive proof such an adjustment should be made.

## SECTION 8 – CERTIFICATE PROVISIONS

**TIME LIMIT ON CERTAIN DEFENSES:** If an Insured made a misstatement on the enrollment form, We may not use it to void insurance under this Policy or to deny a claim for loss incurred after 2 years from the Covered Person's effective date. However, if the misstatement was fraudulent, there is no time limit. If the Insured requests an increase in benefits, a new 2 year time limit period will apply to the increase in benefits only.

**[GRACE PERIOD:** If an Insured does not pay a renewal premium when due, he or she still has a 31-day grace period to pay. During the grace period the insurance will stay in force. No Grace Period is provided when, prior to the end of the grace period, the Policyholder has given Us notice of its intent to terminate the Policy. In addition, there is no grace period if Our Agent or We deliver or mail to the Policyholder, at least 60 days before the premium due date, a notice of Our intent to not renew the Policy.] **{Contributory plan or dependents insurance only.}**

**NOTICE OF CLAIM:** Written notice of claim must be given to Us at Our home office or to Our authorized Agent. Such notice should be made within [30] days after any loss covered by the Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay. Notice give by or on behalf of the claimant to Us or to any authorized Agent with information sufficient to identify the Covered Person shall be deemed notice to Us.

**CLAIM FORMS:** We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within [fifteen] days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**PROOFS OF LOSS:** Written proof of loss must be furnished to Us at Our said office within [ninety] days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible [and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.]

**TIME OF PAYMENT OF CLAIM:** Indemnities payable under this Policy for any loss will be paid immediately upon receipt of due written proof of such loss.

**PAYMENT OF BENEFITS:** Loss of life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any accrued benefits unpaid at death may be paid, at Our option, either to his or her beneficiary or estate. All other benefits will be paid to the Insured. If benefits are payable to the Insured's estate or to a beneficiary who cannot execute a valid release, We may pay benefits up to [\$1,000] to someone related to the Insured or his or her beneficiary by blood or marriage whom is considered to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

**ASSIGNMENT, CHANGE OF BENEFICIARY:** Health Indemnity Benefits may be assigned to the provider(s) of such benefits. An Insured may change the beneficiary under this Policy by giving Us written notice to its Home Office or to Our Agent. The change or assignment will not be effective until We receive the written notice. The beneficiary's consent is not required to make any change in this Policy or to surrender or assign this Policy unless the Insured named an irrevocable beneficiary and expressly stated that it could not be changed. We assume no responsibility for the validity of any assignment. If this insurance replaced group insurance that was in effect with another insurance company, We will use the beneficiary designation in effect under such prior plan, unless changed by the Insured according to this Policy.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to have a Covered Person examined by a Physician of Our choice as often as reasonably necessary while a claim is pending. We will pay for such examination. In case of death, We may request an autopsy where it is not forbidden by law. These will be done at Our expense.

**LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty day after written proof of loss has been furnished in accordance with the requirements of this Policy. No action shall be brought after the expiration of [three] years [5 in Kansas and Florida; 6 in South Carolina] after the time written proof of loss is required to be furnished.

**MISSTATEMENT OF AGE:** If the age of any Covered Person is incorrectly stated, the amount of benefits payable will be the amount shown on the Schedule. The premium will be adjusted so that We will be paid any amount due based on such Covered Person's true age.

SERFF Tracking Number: CLTR-126281488 State: Arkansas  
 Filing Company: Presidential Life Insurance Company State Tracking Number: 43354  
 Company Tracking Number: CEO 1  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: HOSPITAL INDEMNITY  
 Project Name/Number: HOSPITAL INDEMNITY/CEO 1

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachments:</b> AR Flesch Certification.pdf AR Rule & Reg 19 Certification.pdf AR Consumer Information Notice.pdf Flesch Certification 50.pdf	Withdrawn	09/14/2009
<b>Satisfied - Item:</b> Application <b>Comments:</b> GHIA 2006 APPROVED 7-31-2006 AND 1-3-2008	Withdrawn	09/14/2009
<b>Satisfied - Item:</b> Certificate of Incorporation <b>Comments:</b> <b>Attachment:</b> CEO Clubs Inc_Certificate of Incorporation.pdf	Withdrawn	09/14/2009
<b>Satisfied - Item:</b> Authority To File <b>Comments:</b> <b>Attachment:</b> Presidential Authorization letter.pdf	Withdrawn	09/14/2009

# PRESIDENTIAL LIFE INSURANCE COMPANY



NYACK, NEW YORK 10960-2199  
(914) 358-2300

## FLESCH CERTIFICATION

I, Donald Barnes, President, Presidential Life Insurance Company, certify that the forms listed below satisfy the standards of life and health insurance policy language simplification legislation. The forms were scored in their entirety.

Form Title	Form Number	Flesch Score
Policy	AM-2007-POL	56.3
Certificate	AM-2007-CERT (AR)	50.1

A handwritten signature in black ink, appearing to read 'Donald Barnes', written over a horizontal line.

Signature: \_\_\_\_\_

Title: President

Date: December 12, 2007

TO: Commissioner of Insurance  
Arkansas Insurance Department

RE: Presidential Life Insurance Policy Form AM-2007-POL

**RULE AND REGULATION 19 CERTIFICATION**

This is to certify that the referenced policy form complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed for PRESIDENTIAL LIFE INSURANCE COMPANY by:

December 11, 2007  
Date

  
Signature

Donald L. Barnes, President  
Typed Name and Title

# PRESIDENTIAL LIFE INSURANCE COMPANY

69 Lydecker Street, Nyack, New York 10960  
(800) 926-7599

## CONSUMER INFORMATION NOTICE

Policyholder Service Office of Company

Address: 69 Lydecker Street  
Nyack, NY 10960

Telephone Number: 1-800-926-7599

Agent (to be completed at time of application)

Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

If we at Presidential Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Phone: 1(800) 852-5494 or (501) 371-2640

# PRESIDENTIAL LIFE INSURANCE COMPANY



69 LYDECKER STREET  
NYACK, NEW YORK 10960  
(800) 926-7599

## FLESCH CERTIFICATION

I, Donald L. Barnes, President, Presidential Life Insurance Company, certify that the forms listed below satisfy the standards of life and health insurance policy language simplification legislation. The forms were scored in their entirety.

Form Title	Form Number	Flesch Score
Policy	GHIP2006	51.2
Certificate	GHIC2006	50.0
Evidence Form	GHIEOI2006	46.5
Enrollment Form	GHIE2006	51.0
Group Application	GHIA2006	54.5
Endorsement	PEPR2006	55.1

A handwritten signature in black ink, which appears to read "Donald L. Barnes". The signature is written in a cursive style and is positioned above a horizontal line.

Signature:

Date: October 10, 2007

**OFFICIAL  
CORPORATE RECORDS  
OF  
CEO CLUBS INC.**



**SPIEGEL & UTRERA, P.A., P.C.**

**LAWYERS**

**1 MAINDEN LANE • 5TH FLOOR • NEW YORK CITY, NY 10038**

**TELEPHONE: (212) 962-1000 • TOLL FREE: (800) 576-1100 • FAX (212) 964-5600**

**55 JERICHO TURNPIKE • SUITE 202 • JERICHO, NY 11753**

**TELEPHONE: (516) 338-9100 • TOLL FREE: (888) 797-6200 • FAX (516) 338-9200**

Form **SS-4**

**Application for Employer Identification Number**

OMB No. 1545-0003

(Rev. February 2006)  
Department of the Treasury  
Internal Revenue Service

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN

**20-8806008**

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested <b>CEO CLUBS INC.</b>		
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name <b>Karla Mancuso, President</b>	
	4a Mailing address (room, apt., suite no. and street, or P.O. box) <b>47 West Street, Suite 5C,</b>	5a Street address (if different) (Do not enter a P.O. box.)	
	4b City, state, and ZIP code <b>New York, New York 10006</b>	5b City, state, and ZIP code	
	6 County and state where principal business is located <b>New York County, NY</b>		
	7a Name of principal officer, general partner, grantor, owner, or trustee <b>Karla Mancuso, President</b>	7b SSN, ITIN, or EIN <b>389-46-9121</b>	
8a Type of entity (check only one box)			<input type="checkbox"/> Estate (SSN of decedent) <input type="checkbox"/> Plan administrator (SSN) <input type="checkbox"/> Trust (SSN of grantor) <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises Group Exemption Number (GEN) ▶ _____
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Personal service corporation <input type="checkbox"/> Church or church-controlled organization <input checked="" type="checkbox"/> Other nonprofit organization (specify) <b>Non-Profit</b> <input type="checkbox"/> Other (specify) ▶ _____			
8b If a corporation, name the state or foreign country (if applicable) where incorporated		State <b>New York</b>	Foreign country
9 Reason for applying (check only one box)			<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____
<input type="checkbox"/> Hired employees (Check the box and see line 12.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____			
10 Date business started or acquired (month, day, year). See instructions. <b>03/29/07</b>		11 Closing month of accounting year <b>December</b>	
12 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year)			<b>03/07</b>
13 Highest number of employees expected in the next 12 months (enter -0- if none). Do you expect to have \$1,000 or less in employment tax liability for the calendar year? <input type="checkbox"/> Yes <input type="checkbox"/> No. (If you expect to pay \$4,000 or less in wages, you can mark yes.)		Agricultural	Household <b>2</b>
14 Check one box that best describes the principal activity of your business.		<input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input type="checkbox"/> Other (specify)	
15 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. <b>To Organize And Hold Educational Seminars For CEO'S And Entrepreneurs</b>			
16a Has the applicant ever applied for an employer identification number for this or any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Note: If "Yes," please complete lines 16b and 16c.			
16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above. Legal name ▶ _____ Trade name ▶ _____			
16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known.		Previous EIN	
Approximate date when filed (mo., day, year)		City and state where filed	

Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.		
	Designee's name	Designee's telephone number (include area code)	
	Address and ZIP code	Designee's fax number (include area code)	
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			Applicant's telephone number (include area code) <b>( 212 ) 925-7911</b> Applicant's fax number (include area code) <b>( 305 ) 857-3700</b>

N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: CEO CLUBS INC.

DOCUMENT TYPE: INCORPORATION (NOT-FOR-PROFIT)

TYPE: C COUNTY: NEWY

SERVICE COMPANY: LAWRENCE J. SPIEGEL

SERVICE CODE: G6

=====

FILED: 03/29/2007 DURATION: PERPETUAL CASH#: 070329000556 FILM #: 070329000518

ADDRESS FOR PROCESS

EXIST DATE

-----  
THE CORPORATION  
1 MAIDEN LANE 5TH FLOOR  
NEW YORK, NY 10038

-----  
03/29/2007

REGISTERED AGENT

-----  
SPIEGEL & UTRERA, P.A., P.C.  
1 MAIDEN LANE, 5TH FLOOR  
NEW YORK, NY 10038

FILER	FEE	AMOUNT	PAYMENTS	AMOUNT
-----	-----	100.00	100.00	-----
	FILING	75.00	CASH	0.00
	TAX	0.00	CHECK	0.00
SPIEGEL & UTRERA, P.A. P.C.	CERT	0.00	CHARGE	0.00
MAIDEN LANE, 5TH FLOOR	COPIES	0.00	DRAWDOWN	100.00
NEW YORK, NY 10038	HANDLING	25.00	OPAL	0.00
			REFUND	0.00
			-----	

**CERTIFICATE OF INCORPORATION**  
**OF**  
**CEO CLUBS INC.**

**UNDER SECTION 402 OF THE  
NOT-FOR-PROFIT CORPORATION LAW**

**Drawdown G6**

**Filed By: Spiegel & Utrera, P.A. P.C.  
1 Maiden Lane, 5th Floor  
New York, New York 10038**

**CERTIFICATE OF INCORPORATION**

Drawdown G6

**OF****CEO CLUBS INC.****UNDER SECTION 402 OF THE  
NOT-FOR-PROFIT CORPORATION LAW**

The undersigned, acting as Incorporator of a Corporation under the New York Not-for-Profit Corporation Law, does hereby adopt the following Certificate of Incorporation for such Corporation.

**ARTICLE 1 - NAME**

The name of the Corporation is **CEO CLUBS INC.**, (hereinafter "Corporation").

**ARTICLE 2 - PURPOSE OF CORPORATION**

2.1 The Corporation is not formed for pecuniary profit or financial gain. The Corporation is organized to hold educational seminars and programs for CEOs of organizations and business entrepreneurs whereby the focus will be to improve the quality and profitability of their enterprises through shared experiences, lectures on business theories and approaches, and by providing networking opportunities for its members.

2.2 The Corporation shall be a Type C corporation pursuant to Section 201 of the Not-for-Profit Law. The Corporation is a corporation as defined in Section 102(a)(5) of the Not-for-Profit Corporation Law.

2.3 The lawful public or quasi-public objective which each business purpose of the Corporation will achieve is to expand and encourage growth of business thereby strengthening the economy and creating employment opportunities in the United States.

2.4 The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Nothing herein shall authorize the corporation to operate or maintain a charter school, nursery school, elementary school or secondary school.

Nothing herein shall authorize the corporation to operate and maintain an institution of higher learning or to grant degrees.

Nothing herein shall authorize the corporation to engage in any act requiring approval as set forth in Sections 404(a)-(v) of the Not-for-Profit Corporation Law

### **ARTICLE 3 - PROHIBITIONS**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2 hereof. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a Corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This Corporation is not organized for pecuniary benefit or financial gain, and no part of its assets, income, or profit shall be distributed to, or inure to the benefit of its members, directors, officers except to the extent permitted under the Not-for-Profit Corporation Law.

### **ARTICLE 4 - DIRECTORS**

The Directors shall be elected by a majority vote of the Members of this Corporation. The initial Directors of the Corporation shall be:

Joseph Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

Max Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

Karla Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

### **ARTICLE 5 - COUNTY OF THE OFFICE OF THE CORPORATION**

The county, within the State of New York, in which the office of the Corporation is to be located is New York.

**ARTICLE 6 - INCORPORATOR**

The name and street address of the Incorporator of this Corporation is Elsie Sanchez at 1 Maiden Lane, 5th Floor, New York, New York 10038.

**ARTICLE 7 - TERM OF EXISTENCE**

This Corporation shall have perpetual existence.

**ARTICLE 8 - CAPITAL STOCK**

This Corporation shall have no capital stock and shall be composed of members rather than shareholders.

**ARTICLE 9 - QUALIFICATIONS OF MEMBERSHIP**

The categories of membership, qualifications for membership and the manner of admission shall be as set forth in and regulated by the By Laws of the Corporation.

**ARTICLE 10 - VOTING RIGHTS**

Members of the Corporation will have such voting rights as are provided in the By Laws of the Corporation.

**ARTICLE 11 - LIABILITIES FOR DEBTS**

Neither the members nor the members of the Board of Directors or officers of the Corporation shall be liable for the debts of the Corporation.

**ARTICLE 12 - SECRETARY OF STATE AS AGENT OF CORPORATION**

The Secretary of State of New York is designated agent of the Corporation on whom process against it may be served. The Secretary of State shall mail a copy of any process against the Corporation to 1 Maiden Lane, 5th Floor, New York, New York 10038.

**ARTICLE 13 - REGISTERED AGENT**

The name of the registered agent upon whom and the address of the registered agent at which process against the Corporation may be served is Spiegel & Utrera, P.A., P.C. at 1 Maiden Lane, 5th Floor, New York, New York 10038.

**ARTICLE 14 - AMENDMENT**

This Certificate of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the Members, and approved at a Members meeting by a majority of the Members, unless all the Directors and all the Members sign a written statement manifesting their intention that a certain amendment of this Certificate of Incorporation be made.

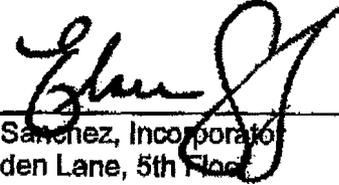
**ARTICLE 15 - DISSOLUTION**

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for public purpose. Any such assets not so disposed of shall be disposed of by Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE 16 - APPROVALS/CONSENTS**

All approvals or consents required by the New York Not-for-Profit Law or any other statute of the State of New York if required are annexed to this Certificate.

**IN WITNESS WHEREOF**, this Certificate has been subscribed this March 28, 2007, by the undersigned, who affirms that the statements made herein are true under penalties of perjury.



Elsie Sanchez, Incorporator  
1 Maiden Lane, 5th Floor  
New York, New York 10038.

**Drawdown G6**

**MINUTES  
OF  
CEO CLUBS INC.**



**WAIVER OF NOTICE OF  
THE FIRST MEETING OF INCORPORATORS  
OF  
CEO CLUBS INC.**

We, the undersigned, being all of the Incorporators named in the Certificate of Incorporation of, CEO CLUBS INC. , do hereby waive all notice of the first meeting of Incorporators of said corporation, and do hereby agree and consent that the 10 April 2007, at 1:00, o'clock this pm, be and the same hereby fixed as the time and the attorney's office of the corporation at Spiegel & Utrera, P.A., P.C., 45 John Street, Suite 711, New York, New York 10038 as the place for holding the same; and hereby authorize the transaction at such meeting of any and all business pertaining to the election of officers, the adoption of By-Laws, banking resolutions and such other matters as may be lawfully considered.

Dated: 10 April 2007



---

Elsie Sanchez, Incorporator

**THE FIRST MEETING OF INCORPORATORS  
OF  
CEO CLUBS INC.**

The Organization meeting of the Incorporators was held at Spiegel & Utrera, P.A., P.C., 45 John Street, Suite 711, New York, New York 10038 on the 10 April 2007, at 1:00 o'clock pm, Elsie Sanchez, an Incorporator listed in the Certificate of Incorporation of this corporation called the meeting to order.

On motion duly made, seconded and carried, Elsie Sanchez was elected Chairman of the meeting, and Elsie Sanchez Secretary thereof.

The Chairman and Secretary accepted their respective offices, and proceeded with the discharge of their duties.

The following, being all of the Incorporators to the Certificate of Incorporation were present in person:

NAME & ADDRESS

Elsie Sanchez  
45 John Street, Suite 711  
New York City, New York 10038

A written waiver of notice of the time and place of holding the present meeting, signed by all of the Incorporators of this corporation was then presented and read by the Secretary, and the same was ordered filed and spread at length upon the minutes.

The Secretary then presented and read to the meeting a copy of the Certificate of Incorporation of the corporation and reported that on the day of March, 2007, the original thereof was filed in the office of the Department of State; that the filing fees and taxes have been paid, and on motion duly made, seconded and carried, it was

RESOLVED, that said report be accepted as correct and the Secretary is directed to append to these minutes a copy of said Certificate of Incorporation and, original receipt issued by the Department of State, showing payment of the Statutory Organization Tax, the filing fee and the date of the filing of the Certificate.

The Incorporators then tendered their resignations as Directors and Officers of the corporation named in its Certificate of Incorporation, effective immediately upon the adjournment of this meeting, and upon motion duly made, seconded, and unanimously adopted, said resignations were accepted and ordered spread upon the minutes.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that this corporation shall have a board of directors consisting of three members.

Upon motion duly made, seconded and unanimously carried, the following named persons were elected as Directors of the corporation to serve until the next annual meeting of the members or until their successors are duly elected and qualified:

Joseph Mancuso

Karla Mancuso

Max Mancuso

Upon motion duly made, seconded and unanimously carries, it was

RESOLVED that Elsie Sanchez, a responsible and duly authorized member or officer having knowledge of its affairs if requested by the corporation, shall be appointed treasurer or assistant treasurer of this corporation for the sole purpose of completing and submitting to the Internal Revenue Service form SS-4, Application for Employer Identification Number.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that Sebastian Y. Gheith, Esquire, staff counsel of Spiegel & Utrera, P.A., P.C., if requested by the corporation, shall be appointed assistant secretary of this corporation for the sole purpose of completing and submitting the Application for New York Sales and Use Tax.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the above-named directors of this corporation be promptly notified of their election and requested to meet at their earliest opportunity after the adjournment of this meeting to elect the officers of the corporation and to take such action as may be deemed necessary to complete the organization of the corporation.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED that the board of directors be and they are hereby authorized to issue all of the unsubscribed membership certificates of this corporation at such time and in such amounts as shall be determined by the board, and to accept in payment thereof money, labor done, labor for future services, or such property as the board of directors may determine may be necessary of the use and lawful purposes of the corporation.

The Chairman then submitted for the consideration of the meeting a set of proposed By-laws and stated that the same had been prepared by counsel for the corporation in accordance with the instructions of the Incorporators.

The same were then taken up, read and considered, clause by clause, and adopted as the By-laws of the corporation.

On motion duly made, seconded and unanimously carried, the Secretary was directed to append the said By-laws at length in the minute book.

There being no further business before the meeting, the same was, on motion, duly adjourned.

Dated: 10 April 2007



---

Elsie Sanchez, Secretary

**WAIVER OF NOTICE OF ORGANIZATION MEETING OF DIRECTORS  
OF  
CEO CLUBS INC.**

We, the undersigned, being all the directors named in the Certificate of Incorporation of the above named corporation hereby agree and consent that the organization meeting of the board be held on the date and at the time and place stated below for the purpose of electing officers and the transaction thereof of all such other business as may lawfully come before said meeting and hereby waive all notice of the meeting and any adjournment thereof.

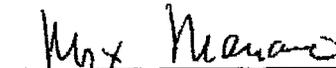
Place of Meeting: 47 West Street, Suite 5C, New York, New York 10006

Date of Meeting: 10 April 2007

Time of Meeting: 2:00 PM

  
\_\_\_\_\_  
Joseph Mancuso, Director

  
\_\_\_\_\_  
Karla Mancuso, Director

  
\_\_\_\_\_  
Max Mancuso, Director

Dated: 10 April 2007

**MINUTES OF ORGANIZATION MEETING OF DIRECTORS OF  
CEO CLUBS INC.**

The organization meeting of directors was held at 47 West Street, Suite 5C, New York, New York 10006 on the 10 April 2007 at 2:00 o'clock this pm.

The following were present:

Joseph Mancuso  
Karla Mancuso  
Max Mancuso

being a quorum and all of the Directors of the corporation.

Karla Mancuso was nominated and elected temporary chairman and acted as such until relieved by the president. Max Mancuso was nominated and elected temporary secretary, and acted as such until relieved by the permanent secretary.

The secretary, then presented and read to the meeting a copy of the Certificate of Incorporation of the corporation and reported that on the day of March, 2007, the original thereof was duly filed by the office of the Department of State of the State of New York.

Upon motion duly made, seconded and carried, said report was adopted and the secretary was directed to append to these minutes a copy of the Certificate of Incorporation.

The Secretary presented and read the Minutes of the First Meeting of Incorporators of the Corporation.

Upon motion duly made, seconded and carried, said the Minutes of the First Meeting of Incorporators of the Corporation were in all respects ratified, confirmed and approved as adopted by the Incorporator(s) and the Secretary was directed to file these among the Corporation's records.

The following were duly nominated and, a vote having been taken, were unanimously elected officers of the corporation to serve for one year and until their successors are elected and qualified:

President: Karla Mancuso

Vice-President: Joseph Mancuso

Secretary: Max Mancuso

Treasurer: Max Mancuso

The president and secretary thereupon assumed their respective offices in place and stead of the temporary chairman and the temporary secretary.

The president presented and read, article by article, the proposed By-laws for the conduct and regulation of the business and affairs of the corporation as prepared by Spiegel & Utrera, P.A., P.C., counsel for the corporation.

Upon motion duly made, seconded and carried, they were adopted and in all respects, ratified, confirmed and approved, as adopted, as and for the By-laws of this corporation.

The secretary was directed to cause them to be inserted in the minute book of the corporation.

Upon motion duly made, seconded and carried, it was

RESOLVED that the seal now presented at this meeting, an impression of which is directed to be made in the margin of the minutes book, be and the same hereby is adopted as the seal of this corporation, and further

RESOLVED that the president and treasurer be and they hereby are authorized to issue certificates for membership in the form as submitted to this meeting and appended to the minutes of this meeting, and further

Upon motion duly made, seconded and carried, it was

RESOLVED that the treasurer be and hereby is authorized to open a bank account in behalf of the corporation with \_\_\_\_\_ located at \_\_\_\_\_ and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the president be and hereby is authorized to designate the principal office of the corporation in the State of New York as the office for service of process upon the corporation and designate such agent or agents for service of process as they president may deem advisable from time to time, and to file with the Department of State, immediately and thereafter as required, the appropriate certificates designating the office of and agent or agents for service of process on this corporation.

RESOLVED, that upon delivery to the corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to the corporation, the officers of this corporation are authorized and directed to execute and deliver the certificate or certificates for such members as are required to be issued and delivered to the consideration of:

NAME ADDRESS

Joseph Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

Karla Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

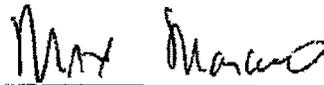
Max Mancuso  
47 West Street, Suite 5C  
New York, New York 10006

After fixing a record date for a meeting, the corporation shall prepare an alphabetical list of the names of all its members who are entitled to notice of a members meeting.

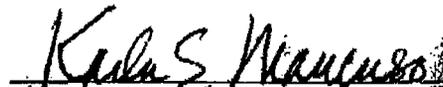
FURTHER RESOLVED, that the signing of these minutes shall constitute full ratification thereof and Waiver of Notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, seconded and carried, the meeting was adjourned.

DATED: 10 April 2007



Max Mancuso, Secretary



Karla Mancuso, Chairman

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

- Certificate of Incorporation
- Waiver of Notice of Meeting
- By-laws
- Specimen certificate for membership
- Resolution designating depository of funds

# PRESIDENTIAL LIFE INSURANCE COMPANY



NYACK, NEW YORK 10960-2199  
(914) 358-2300

Date: August 25, 2009  
To: State Insurance Departments  
From: Donald L. Barnes, CEO and President  
Presidential Life Insurance Company  
Subject: Filing Authority for Coulter & Associates, Inc.

I, Donald Barnes, have authorized Coulter & Associates, Inc., acting as our Contracts Consultant, to file products and correspond with your Department on our behalf and to work with our consulting actuaries, Kevin Gabriel and Martin Loughlin, on any rating issues that might arise.

A handwritten signature in black ink, which appears to read "Donald L. Barnes". The signature is written in a cursive, flowing style. Below the signature is a solid horizontal line.

Signature:

Title: CEO and President