
State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

Filing at a Glance

Company: Axis Insurance Company
Product Name: Group Outpatient Accident
State: Arkansas
TOI: H02G Group Health - Accident Only
Sub-TOI: H02G.000 Health - Accident Only
Filing Type: Form
Date Submitted: 09/14/2012
SERFF Tr Num: PLIS-128686504
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: GOA-AR

Implementation: On Approval
Date Requested:
Author(s): John Plisky
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 09/25/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile: Not Filed
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: AR-specific.
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Large
 Group Market Type: Employer, Association, Discretionary, Explanation for Other Group Market Type: labor unions, PEOs, independent contractors
 Trust, Other
 Overall Rate Impact: Filing Status Changed: 09/25/2012
 State Status Changed: 09/25/2012
 Deemer Date: Created By: John Plisky
 Submitted By: John Plisky Corresponding Filing Tracking Number:
 Filing Description:
 Please see attached cover letter.

Company and Contact

Filing Contact Information

John Plisky, Consultant j.plisky@verizon.net
 Plisky Plisky & Co. LLC 732-223-0770 [Phone]
 617 Union Ave., Bldg. 1-2 732-223-1776 [FAX]
 Brielle, NJ 08730

Filing Company Information

(This filing was made by a third party - pliskypliskyandcollc)
 Axis Insurance Company CoCode: 37273 State of Domicile: Illinois
 11680 Great Oaks Way, Suite 500 Group Code: 3416 Company Type:
 Alpharetta, GA 30022 Group Name: State ID Number:
 (888) 870-2947 ext. [Phone] FEIN Number: 39-1338397

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: 4 forms x \$50 each = \$200
 Per Company: No

Company	Amount	Date Processed	Transaction #
Axis Insurance Company	\$200.00	09/14/2012	62714744
Axis Insurance Company	\$50.00	09/24/2012	62992717

SERFF Tracking #:

PLIS-128686504

State Tracking #:

Company Tracking #:

GOA-AR

State: Arkansas

Filing Company: Axis Insurance Company

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: Group Outpatient Accident

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/25/2012	09/25/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/19/2012	09/19/2012

Response Letters

Responded By	Created On	Date Submitted
John Plisky	09/24/2012	09/24/2012

State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

Disposition

Disposition Date: 09/25/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (revised)	Flesch Certification	Approved-Closed	Yes
Supporting Document	Flesch Certification	Replaced	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document (revised)	List of Forms	Approved-Closed	Yes
Supporting Document	List of Forms	Replaced	Yes
Supporting Document (revised)	Statement of Variable Language	Approved-Closed	Yes
Supporting Document	Statement of Variable Language	Replaced	Yes
Supporting Document	Authorization	Approved-Closed	Yes
Supporting Document	Red-line 9-20-12 Certificate	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form (revised)	Certificate	Approved-Closed	Yes
Form	Certificate	Replaced	Yes
Form	Master Application	Approved-Closed	Yes
Form	Amendment Form	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes

State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	09/19/2012
Submitted Date	09/19/2012
Respond By Date	

Dear John Plisky,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate, T-GOA-002-0112-AR (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Objection 2

- Certificate, T-GOA-002-0112-AR (Form)

Comments:

Under Excluded Expenses, there is an exclusion for Complications of Pregnancy. This is not allowed. Please refer to Rule and Regulation 19, Section 7A and also, the definitions under Rule and Regulation 19, Section 5.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking #:

PLIS-128686504

State Tracking #:

Company Tracking #:

GOA-AR

State:

Arkansas

Filing Company:

Axis Insurance Company

TOI/Sub-TOI:

H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name:

Group Outpatient Accident

Project Name/Number:

/

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	09/24/2012
Submitted Date	09/24/2012

Dear Rosalind Minor,

Introduction:

Response 1

Comments:

We have revised the definition of Dependent Child as requested and we have also made additional changes to match those made in response to an objection received for a different filing. All changes made are shown on the attached red-line.

Also attached is the Enrollment Form to be used with Contributory plans, along with updated Supporting Documents. We will submit an additional \$50 filing fee.

Axis Insurance Company assures the Department that this product will not be issued to any association or labor union unless such group is first filed with and approved by the Department.

Related Objection 1

Applies To:

- Certificate, T-GOA-002-0112-AR (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification
Comment:
Satisfied -Name: List of Forms
Comment:
Satisfied -Name: Statement of Variable Language
Comment:
Satisfied -Name: Red-line 9-20-12 Certificate
Comment:

Form Schedule Item Changes

Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	T-GOA-002-0112-AR	CER	Certificate	Initial		T-GOA-002-0112-AR Certificate.pdf	Date Submitted: 09/24/2012 By: John Plisky
<i>Previous Version</i>							
1	T-GOA-002-0112-AR	CER	Certificate	Initial		T-GOA-002-0112-AR Certificate.pdf	Date Submitted: 09/24/2012 By: John Plisky
2	T-GM-004-0112	AEF	Enrollment Form	Initial		T-GM-004-0112 Enrollment Form.pdf	Date Submitted: 09/24/2012 By: John Plisky

No Rate/Rule Schedule items changed.

Response 2

Comments:

We have added a definition of Complications of Pregnancy and have revised Excluded Expense item #6 as requested. Please see red-line.

Related Objection 2

SERFF Tracking #:

PLIS-128686504

State Tracking #:

Company Tracking #:

GOA-AR

State: Arkansas

Filing Company:

Axis Insurance Company

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: Group Outpatient Accident

Project Name/Number: /

Applies To:

- Certificate, T-GOA-002-0112-AR (Form)

Comments:

Under Excluded Expenses, there is an exclusion for Complications of Pregnancy. This is not allowed. Please refer to Rule and Regulation 19, Section 7A and also, the definitions under Rule and Regulation 19, Section 5.

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: Red-line 9-20-12 Certificate
Comment:

Form Schedule Item Changes							
Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	T-GOA-002-0112-AR	CER	Certificate	Initial		T-GOA-002-0112-AR Certificate.pdf	Date Submitted: 09/24/2012 By: John Plisky
<i>Previous Version</i>							
1	T-GOA-002-0112-AR	CER	Certificate	Initial		T-GOA-002-0112-AR Certificate.pdf	Date Submitted: 09/24/2012 By: John Plisky

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
John Plisky

State: Arkansas

Filing Company:

Axis Insurance Company

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: Group Outpatient Accident

Project Name/Number: /

Form Schedule

Lead Form Number: T-GOA-001-0112-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved-Closed 09/25/2012	T-GOA-001-0112-AR	POL	Policy	Initial:		T-GOA-001-0112-AR Policy.pdf
2	Approved-Closed 09/25/2012	T-GOA-002-0112-AR	CER	Certificate	Initial:		T-GOA-002-0112-AR Certificate.pdf
3	Approved-Closed 09/25/2012	T-GM-003-0112	AEF	Master Application	Initial:		T-GM-003-0112 Master App.pdf
4	Approved-Closed 09/25/2012	T-GM-005-0112	POLA	Amendment Form	Initial:		T-GM-005-0112 Amendment.pdf
5	Approved-Closed 09/25/2012	T-GM-004-0112	AEF	Enrollment Form	Initial:		T-GM-004-0112 Enrollment Form.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

[LOGO]1

GROUP ACCIDENT INSURANCE POLICY 2

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022]3
A Stock Company
(Herein called the Company)

The Company will pay the benefits of this Policy subject to its provisions. This page and the pages that follow are part of this Policy.

Group Policy No.: [AXIS-XXXXXXX]5

Policyholder: [ABC COMPANY] [ABC ASSOCIATION]4

PREMIUM PAYMENTS

This Policy is issued in return for the payment by the Policyholder of required premiums. Premiums are payable at the home office of the Company or to its authorized agent. The first premium is due on the effective date of this Policy. Later premiums are due [monthly in advance on the first day of each month.]6 These dates are the premium due dates.

EFFECTIVE DATE

This Policy will take effect on [January 1, 2013.] [This Policy replaces Group Policy No. AXIS-XXXXX, which was issued by the Company and took effect as of January 1, 2001.]7

POLICY ANNIVERSARIES

Policy Anniversaries will be [January 1, 2014 and each subsequent January].8

APPLICABLE LAW

This Policy is a legal contract between the Policyholder and the Company. This Policy is issued in and governed by the laws of [State].9

The President and Secretary of the Company witness this Policy.

[

[



]10

Secretary



]11

President

**GROUP ACCIDENT INSURANCE POLICY
THIS IS LIMITED BENEFIT COVERAGE.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.
PLEASE READ THIS POLICY CAREFULLY
[Non-Participating]**

POLICY INDEX

PAGE(S)

Face Page 1

Index 2

Incorporation Provisions [3]

Premium Provisions [4]

General Provisions [7]

INCORPORATION PROVISIONS

1. From the effective date of the Policy, changes in the following items will be made a part of this Policy:
 - a. the name of the [Policyholder; Subscriber];
 - b. the premium rates;
 - c. amounts of insurance, eligibility, benefit descriptions, or any other provisions incorporated into the Policy.
2. Any change in item "1" above will be given on the Company's forms.
3. The effective date of incorporation of a provision or another change that affects the insurance of any person insured under this Policy will be the later of:
 - a. the effective date of this Policy;
 - b. the date of any amendment to this Policy that changes the Company's obligation to pay benefits under this Policy.
4. All of the benefits and provisions in an insured person's certificate of insurance issued under this Policy are made a part of this Policy.]

PARTICIPATION REQUIREMENTS

[Minimum [Subscriber] Participation Requirements:

[0-100] [%] of [all] eligible [Employees] [Members]]

[PREMIUM [RATE] TABLE

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

[_____ per _____, due and payable for the Policy Term]
[_____ per _____, due and payable in annual installments with the first installment due as of the Policy Effective Date and subsequent installments due as of each anniversary date.]**1**

[The premium for the Policy Term is the greater of (1) \$XXX (the Minimum Premium) or (2) an amount calculated by multiplying the number of persons insured by a per-person rate of \$XXX (the Calculated Premium). The Minimum Premium is due and payable in advance of the Policy.]

[Effective Date. The Calculated Premium will be determined upon completion of an audit by the Company or its representative during the Policy Term. If the Calculated Premium is greater than the Minimum Premium, the difference between the Minimum Premium and the Calculated Premium is due and payable upon receipt of written notice by the Company to the Policyholder of the amount owed.]

[The Initial Premium Rate Guarantee [and any premium rate guarantee] applicable to renewal are subject to the *Cancellation* and *Premium Rate Change* sections of the *Administrative Provisions* of This Policy]**2**

[Mode of Premium Payment [Single Premium; Quarterly; Semi-Annually; Annually]**3**

[Premium Due Date[s] Policy Effective Date [and each Policy Anniversary thereafter]**4**

[Initial Premium [\$12,500]**5**

[Contributions The cost of coverage is paid by the [Policyholder; Subscriber; Insured Person], [Minimum and deposit premiums are fully earned and non-refundable]6

[The Policyholder agrees to pay the required premium for these coverages.]7

PREMIUM PROVISIONS

[Grace Period

A grace period of [31 to 180] days will be provided for the payment of any premium due after the first. During the Grace Period, the Policy shall continue in force, unless the [Policyholder, Subscriber] has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the Grace Period, coverage will terminate on the last day of the Grace Period. The [Policyholder, Subscriber] will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.]

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for [Insured Persons] and the premium mode selected, as shown in the *Schedule of Benefits*. [Optional, i.e.: If [Insured Persons'] coverage amounts are reduced due to age, premium will be based on the amounts of coverage in force on the day before the reduction took place.] The Company will provide notifications of premiums due or premium changes, by mail to the most current address in the Company files, to the Policyholder [and/or any affected Subscribers].

Premium Payment

[1. Policyholder

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*.] unless the Policyholder and The Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Policy Grace Period section.]

[2. Subscriber

The total premium paid by the Subscriber is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered; including any amount contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Subscriber's effective date of participation under this Policy [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*] unless the Subscriber and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, the Subscriber's participation under this Policy will be terminated as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[Optional, i.e. Will not be included in non-renewable cases:]

[Premium Rate Changes

We may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31] days advance notice mailed to the last known address of the [Policyholder; Subscriber]. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term [or during any applicable Premium Rate Guarantee Period] if any one of the following occurs:

1. the terms of this Policy change;
2. the number of [Insured Persons] [or persons eligible for coverage] increases or decreases by more than [10%] since the later of the Policy Effective Date and the date of the last renewal of this Policy;]
3. coverage is reinstated following failure to pay premium during the Grace Period;]
4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [10%] or more the number of [eligible; insured] [Insured Persons];]
5. a change in [Insured Persons] [or persons eligible to be covered] which would, on a manual rate basis, require a change of [10%] or more in the premium rate;]
6. a change in any federal or state law or regulation is enacted; adopted or amended to the extent it affects the Company's benefit obligations under this Policy;]
7. the ratio of incurred claims to earned premiums since [the later of the Policy Effective Date and the last renewal date] exceeds [100%]; [the permissible loss ratio];]
8. [the Policyholder; Subscriber] fails to provide sufficient information, as required by The Company, to confirm adequacy of premiums and rates currently being paid;] or
9. any [facultative] reinsurance obtained by the Company in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by [10%] or more, or the Company retention increases by [10%] or more.]

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.]

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder, Subscriber] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

[Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the [Policyholder, Subscriber] satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than [60 days] prior to the date of reinstatement.]]

[Cancellation

(Optional, depending on Policy Term)

The Company or the [Policyholder; Subscriber] may cancel this Policy, after the first year [or Policy Term], [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written [or authorized electronic] notice. Any premium rate guarantee will not affect the Company's [or the Policyholder's; Subscriber's] right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for which the claim is payable before the cancellation date.]

All Certificates under this Policy will terminate on the same date as the Policy.

GENERAL PROVISIONS

Addition of New [Employees /Members]

All [Employees/Members] added to the Eligible Classes in the *Schedule of Benefits* are eligible for insurance under this Group Policy.

Assignment

[An [Insured Person] may not assign any of His rights, privileges or benefits under the Policy.] [An [Insured Person] may assign all of His rights, privileges and benefits under the Policy without the consent of His designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]

Certificates

Where required by law, the Company will provide a certificate of insurance for delivery to [the Insured Person]. Each certificate will set forth a statement as to the insurance coverage to which the [Insured Person] is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one certificate to each family unit.

(Included when the Insured Person pays any part of the premium)

[[30 Day] Right to Examine Certificate

If the [Insured Person] does not like the Certificate for any reason, it may be returned to the Company within [30] days after receipt. The Company will return any premium that has been paid. In that case, the Certificate will be void as if it had never been issued.]

Clerical Error

A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with Statutes

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy [, the master application] and any attached papers make up the entire contract between the [Policyholder; Subscriber] and the Company. [In the absence of fraud,] all statements made by the [Policyholder; Subscriber] or any [Insured Person] will be considered representations and not warranties. No written statement made by an [Insured Person] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] or, in the event of the death or incapacity of the [Insured Person], to His beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

If an enrollment form for an [Insured Person] is required, it may also be made a part of this Policy at the Company's option.

Examination of the Policy

This Policy will be available for inspection at the [Policyholder's; Subscriber's] office during regular business hours.

Incontestability

The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium [, misrepresentation or fraud].

Misstatement of Fact	If the [Policyholder; Subscriber] has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.
Noncompliance with Policy Requirements	Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.
Policy Changes	No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the [Policyholder; Subscriber] to modify a plan of benefits without the [Insured Person's] consent.
Records	The [Policyholder; Subscriber] or its authorized administrator will maintain the records of the [Insured Person's] insurance under this Policy. The Company will be permitted to examine the [Policyholder's; Subscriber's] records relating to the insurance under this Policy at any reasonable time. The [Policyholder; Subscriber] is acting as an agent of the [Insured Person] for transactions relating to this insurance. The actions of the [Policyholder; Subscriber] will not be considered the actions of the Company.
[Reporting Requirements	<p>The [Policyholder; Subscriber] or its authorized agent must report all of the following to the Company by the Premium Due Date:</p> <ol style="list-style-type: none"> 1. the names of all persons insured on the Policy Effective Date; 2. the names of all persons who are insured after the Policy Effective Date; 3. the names of those persons whose insurance has terminated; and 4. additional information required by the Company.] <p>[The Company, at the Company's sole discretion, may waive reporting of any information specified above.]</p>
[Subscriber Participation Under This Policy	An organization may elect to participate under this Policy by submitting signed Subscriber participation agreement to the [Policyholder; Subscriber]. No participation by an organization is in effect until approved by the Company.]
Workers' Compensation Insurance	This Policy is not in place of and does not affect any requirements for coverage under Worker's Compensation law.

CONSUMER INFORMATION NOTICE

The Insurance Company may be contacted at:

Axis Insurance Company
[Admin. Office: 1 University Square Drive, Suite 200
Princeton, NJ 08540
1-800-123-4567]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134 or (501) 371-2640]

[LOGO]

GROUP ACCIDENT INSURANCE CERTIFICATE

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022]
A Stock Company
(Herein called the Company)

CERTIFICATE OF INSURANCE

AXIS Insurance Company (the Company) certifies that certain Eligible Persons are [Insured Persons] for the benefits described in this Certificate. This insurance is subject to the eligibility and effective date requirements described in the ELIGIBILITY section of this Certificate.

[DATE YOUR INSURANCE TAKES EFFECT

[Your insurance will take effect on the date shown on this Certificate. [You must be in Active Service and in an Eligible Class on this date.] [If You are not in Active Service, Your insurance will take effect on the day You resume such work.]]

[The date insurance is to take effect might not be a scheduled workday. If so, You will be considered in Active Service on such date if You were in Active Service [on Your last scheduled workday]. [You are considered in Active Service:

- during Your normal vacation time provided by Your Employer;
- during jury duty;
- on any holiday, or day of the weekend; or
- on any day of an excused leave approved by Your Employer.]]

IMPORTANT NOTICE

This Certificate is a summary of the group policy (the "Policy") provisions that affect Your insurance. It is merely evidence of the insurance provided by such Policy for _____ the Policyholder.

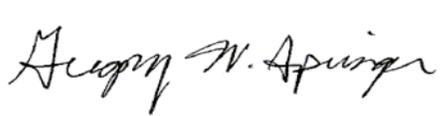
The group Policy is a contract between the Company and the Policyholder. It may be changed or ended without notice to or consent of any [Insured Person]. [The benefits described in this Certificate are provided by Policy number [].] [This Certificate replaces any certificate previously issued by the Company to You under the Policy.] [This Certificate replaces any certificate previously issued by another AXIS Insurance Company to You under that AXIS company's group policy.] [The Company is providing this electronic version of the Certificate at the request of the Policyholder. The Policyholder maintains the Policy, which includes a copy of the Certificate. The Policy is available for You to review and copy. If there is any conflict between the information in this electronic version of the Certificate and the Policy, the Policy will control in all respects.]

[RIGHT TO EXAMINE CERTIFICATE. The Certificate issued to each [Insured Person] can be returned for any reason within [10; 30; 31] days after it is received by the [Insured Person]. The Certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the Certificate will be treated as if it were never issued.]

The President and Secretary of AXIS Insurance Company witness this Certificate.



President



Secretary

**THIS IS LIMITED BENEFIT COVERAGE.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.
PLEASE READ THIS CERTIFICATE CAREFULLY.
[Non-Participating]**

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[Class 3 Principal Sum: **[\$1,000-\$15,000]]**

Time Period for Loss: **[0-365] days from the date of a Covered Accident**

[Age Reduction Schedule

The benefit amount payable will be reduced if an [Insured Person] is age [70] or older on the date of the Covered Accident. The benefit amount payable is a percentage of the amount that would otherwise be payable, as shown below.

Age on date of Covered Accident	Percentage of Benefit Amount otherwise payable
[70-74	[20%-100%]
75-79	[20%-100%]
80 and older]	[20%-100%]]

[Premium for an [Insured Person] age [70] or older is based on 100% of the coverage that would be in effect if the [Insured Person] were under age [70]. "Age" as used above refers to the age of the [Insured Person] on His most recent birthday.]

[The Age Reduction only applies to the Accidental Death and Dismemberment Benefits.]
[The Age Reduction applies to all covered Benefits.]

Outpatient Accident Medical Expense Benefits

Benefit Maximum: **[\$500-\$50,000] [per Insured Person] per [Plan Year: Covered Accident]**

First Expense
Incurral Period: **[24-96 hours] [1-90] days of the Covered Accident**

[Deductible: **[\$0-\$5,000] [per Insured Person] per [Covered Accident: Plan Year]]**

Benefit Amount: **[60%-100%] of the Usual and Customary Charges**

Maximum Benefit Period: **[30-730] days from the date of the Covered Accident**

DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Note: Definitions will vary to ranges displayed within brackets and will be included or omitted depending on coverages selected.

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the [Insured Person] is covered under this Policy.

[Active Service Actively at Work] means the [Insured Person] will be considered in Active Service with His Employer on any day that is either of the following:

1. one of the [Employer's] scheduled work days on which the [Employee] is performing His regular duties on a [full-time basis] [part-time basis], either at one of the [Employer's] usual places of business or at some other location to which the [Employer's] business requires the [Employee] to travel; or
2. a scheduled holiday, vacation day or period of [Employer]-approved paid leave of absence, other than sick leave, only if the [Employee] was in Active Service on the preceding scheduled workday.]

(Include when eligibility is not based on employment)

[The [Member] [Insured Person] is considered in Active Service if He is none of the following:

1. an Inpatient in a Hospital or receiving outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for Sickness or injury; or
3. Totally Disabled.]

[Age] means an [Insured Person's] age for purposes of [initial] premium calculations. It is His Age attained on the later of the first day of the Policy Term and the Coverage Effective Date for Him under this Policy.]

[Annual Re-Enrollment] means a period of time set by the Policyholder and the Company during which [Insured Person] may apply, in writing, for coverage under the Policy, or change coverage if He is currently enrolled.]

[Company] means AXIS Insurance Company.]

Complications of Pregnancy means:

1. Hospital confinement required to treat conditions, such as the following, in a pregnant female [Insured Person]: (1) acute nephritis; (2) nephrosis; (3) cardiac decompensation; (4) HELLP syndrome; (5) uterine rupture; (6) amniotic fluid embolism; (7) chorioamnionitis; (8) fatty liver in pregnancy; (9) septic abortion; (10) placenta accreta; (11) gestational hypertension; (12) puerperal sepsis; (13) peripartum cardiomyopathy; (14) cholestasis in pregnancy; (15) thrombocytopenia in pregnancy; (16) placenta previa; (17) placental abruption; (18) acute cholecystitis and pancreatitis in pregnancy; (19) postpartum hemorrhage; (20) septic pelvic thrombophlebitis; (21) retained placenta; (22) venous air embolus associated with pregnancy; (23) miscarriage; or (24) an emergency c-section required because of: (a) fetal or maternal distress during labor, or (b)

severe pre-eclampsia, or (c) arrest of descent or dilatation, or (d) obstruction of the birth canal by fibroids or ovarian tumors, or (e) necessary because of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that, in the absence of immediate medical attention, will result in placing the life of the mother or fetus in jeopardy. For purposes of this paragraph, a c-section delivery is not considered to be an emergency c-section if it is merely for the convenience of the [Insured Person] and/or Physician or solely due to a previous c-section.

2. Treatment, diagnosis or care for conditions, including the following, in a pregnant female [Insured Person] when the condition was caused by, necessary because of, or aggravated by the pregnancy: (1) hyperthyroidism, (2) hepatitis B or C, (3) HIV (4) Human papilloma virus, (5) abnormal PAP, (6) syphilis, (7) chlamydia, (8) herpes, (9) urinary tract infections, (10) thromboembolism, (11) appendicitis, (12) hypothyroidism, (13) pulmonary embolism, (14) sickle cell disease, (15) tuberculosis, (16) migraine headaches, (17) depression, (18) acute myocarditis, (19) asthma, (20) maternal cytomegalovirus, (21) urolithiasis, (22) DVT prophylaxis, (23) ovarian dermoid tumors, (24) biliary atresia and/or cirrhosis, (25) first trimester adnexal mass, (25) hydatidiform mole or (26) ectopic pregnancy.

[Contributory Plan]	means a plan for which the [Insured Person] pays a portion of the premium.]
[[Core] [Basic Plan]	means the noncontributory plan of benefits provided under this Policy.]
[Coverage Effective Date]	means the date shown on the <i>Schedule of Benefits</i> .]
Covered Accident	means an Accident that results in a [Covered Injury] during the Policy Term.
[Covered Medical Expenses]	means Medically Necessary Outpatient expenses actually incurred by or on behalf of an [Insured Person] for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date of treatment, services or supplies are received for them to be a Covered Medical Expense. A Covered Medical Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. The list of Covered Medical Expenses are included in the Outpatient Accident Medical Benefit.]
[Covered Injury]	means [accidental] bodily [harm] [injury] which is sustained by an [Insured Person] as a direct result of an unintended, unanticipated Covered Accident that is external to the body, occurs while the injured person's coverage under the Policy is in force, and results directly and independently from all other causes from a Covered Accident [(independent of sickness, disease, mental incapacity, bodily infirmity or any other cause)].]
[Deductible]	means the dollar amount of Covered Medical Expenses that must be incurred as an out-of-pocket expense as shown in the <i>Schedule of Benefits</i> before Outpatient Accident Medical Expense Benefits are payable under the Policy.]

[Dependent Child

means the [Primary Insured Person's] [unmarried] child who meets the following requirements.

1. a child from birth to [26] years old;
2. a child who is [26] or more years old but less than [30] years old, enrolled in a school as a full-time student and primarily supported by the [Primary Insured Person]. Coverage will continue during any period between school terms or school years as long as the Company is provided satisfactory proof that He has enrolled for the next following school term or year; or
3. a child who is [26] or more years old, primarily supported by the [Primary Insured Person], and incapable of self-sustaining employment by reason of mental or physical handicap. During the first two years, the Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Company may require proof no more than once a year.

A Dependent Child, for purposes of this definition, includes the [Primary Insured Person's]:

1. natural child, including a newborn child;
2. adopted child, beginning on the date of the filing of a petition for adoption if the [Primary Insured Person] applies for coverage within 90 days after the filing of the petition for adoption. However, coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 90 days after the birth of the minor. However, in either case, the [Primary Insured Person] has until the next premium due date to apply for coverage if the next premium due date is later than the 90 days. Coverage shall terminate upon the dismissal or denial of a petition for adoption;
3. stepchild who resides with the [Primary Insured Person]; and
4. child for whom the [Primary Insured Person] is legal guardian, as long as the child resides with the [Primary Insured Person] and depends on Him for financial support. Financial support means that the [Primary Insured Person] is eligible to claim the dependent for purposes of Federal and State income tax returns.

Each newborn or adopted child who becomes a Dependent Child while the [Primary Insured Person's] insurance is in effect will be an [Insured Person] for 90 days from the date of birth or placement for adoption, or until the next premium due date, whichever is later. Application must be made and the required premium paid for coverage to continue after such period.

[If the [Primary Insured Person] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with Him for at least six consecutive months and intends to reside with Him for an indefinite period of time.]]

[Domestic Partner

means a person who:

- [1. shares the [Primary Insured Person's] permanent residence;]
- [2. has resided with the [Primary Insured Person] continuously for at least [6 months to 2 years] and is expected to reside with the [Primary Insured Person] indefinitely;]
- [3. is financially interdependent with the [Primary Insured Person] [in each] of the following ways:
 - [a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;]

- [b. by owning or leasing their permanent residence as joint tenants;]
 - [c. by naming, or being named by, the [Primary Insured Person] as a beneficiary of life insurance or under a will;] [and]
 - [d. by each agreeing in writing to assume financial responsibility for the welfare of the other.]
- [4. has signed a domestic partner declaration with the [Primary Insured Person], if He resides in a jurisdiction which provides for a domestic partner declaration;]
 - [5. has not signed a domestic partner declaration with any other person within the last [12 to 24]months;]
 - [6. is 18 years of Age or older;]
 - [7. is not legally married to any other person;] and
 - [8. is not a blood relative any closer than would prohibit legal marriage.]

In addition to the above requirements, consent of either party to the domestic partner relationship must not have been obtained by force, duress or fraud.

[A [Primary Insured Person] may insure a domestic partner if all of the following conditions are met:

1. the [Primary Insured Person] has not been married to any person within the past 12 months;
2. the domestic partner is the only person meeting this Policy's definition of domestic partner with respect to the [Primary Insured Person];
3. the [Primary Insured Person] and the domestic partner furnish a [notarized affidavit or signed statement] reflecting these requirements, and an agreement to notify the Company if the requirements cease to be met, on a form acceptable to the Company.]]

[Eligible Class	means the classes listed in the <i>Schedule of Benefits.</i>]
[Eligibility Waiting Period	means the period of time of continuous employment that the [[Primary] Insured Person] must satisfy before coverage under this Certificate is effective.]
[Employee	means, for eligibility purposes, a person working for the [Employer] who is in an Eligible Class as shown in the <i>Schedule of Benefits.</i> [The term does not include employees who work less than [10-45] hours per week for the [Employer].] [The term may include retired employees of the Employer.]]
[Employer	means the [Policyholder] [Subscriber] and any affiliates, subsidiaries or divisions shown in the [Master Application] [Master Policy] [Subscriber Application] covered under this Policy on its effective date, or a later date agreed to by the Company.]
[Family Coverage	means coverage in force under the Policy on a [Primary Insured Person's] Spouse and/or Dependent Children: <ol style="list-style-type: none"> 1. that the [Primary Insured Person] has elected to cover under the Policy; and 2. for whom premium has been paid.]
He, His, Him, You, Yours	refers to any individual, male or female.
[Hospital	an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an inpatient shall be waived.]

[The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. [a Veterans' Administration Hospital or Federal Government Hospital unless the [Insured Person] incurs an expense.]]

[Immediate Family Member] means a person who is related to the [Insured Person] in any of the following ways: Spouse; brother-in-law; sister-in-law; daughter-in-law; mother-in-law; father-in-law; parent; siblings; (includes stepbrother or stepsister); grandparents or child (includes legally adopted or stepchild).]

[Insured Person] means a person in an Eligible Class, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Insured Spouse and/or Insured Dependent Child covered under this Certificate.]]

[Insured Dependent] means a [Primary Insured Person's] [Dependent Child] [or a] [Primary Insured Person's] Spouse], for whom premium is paid while covered under this Certificate.]

[Insured Dependent Child(ren)] means the [Primary Insured Person's] Dependent Child for whom premium is paid while covered under the Certificate.]

[Insured Spouse] means the [Primary Insured Person's] Spouse for whom premium is paid while covered under the Certificate.]

[Inpatient] means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.]

[Medical Emergency] means a condition caused by a Covered Accident that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.]

[Medically Necessary] means a Covered Medical Expense that:

1. is essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. is ordered by a Physician and performed under his care, supervision or order.]

[Nurse	means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not: <ol style="list-style-type: none"> 1. the [Insured Person]; 2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse; or 3. a member of the same household]
[Other Valid and Collectible Insurance	means group insurance; [automobile medical payments and no-fault insurance;] [individual major medical policies;] coverage provided by a Hospital or medical service organization; union welfare plans; or employer or employee benefits organization; or employer's liability coverage.]
[Physician	means a licensed health care provider [and/or Licensed Therapist] practicing [in the United States] within the scope of His license and rendering care and treatment to the [Insured Person] that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> 1. the [Insured Person]; 2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse; 3. member of the same household; 4. a person employed or retained by [the Policyholder][Subscriber]; or 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]]
[Plan Year	means the time period defined in the <i>Schedule of Benefits</i> . The initial Plan Year may be less than 1 year (12 months). Subsequent Plan Years will be a full 12 month time period. [Insured Dependents will have the same Plan Year as the Primary Insured Person.]
[Policy Effective Date	means the date the Policy takes effect for the Policyholder.]
[Policyholder	means the entity, named on the Policy's face page, to which the Company issues the Policy.]
[Primary Insured Person	means a person in an Eligible Class, as defined in the <i>Schedule of Benefits</i> , for whom, other than an Insured Spouse or Insured Dependent (<i>Included only when the Insured Person pays any portion of the premium</i>) [an enrollment form has been accepted by the Company and] required premium has been paid when due and for whom coverage under the Policy remains in force.]
[Prior Plan	means a group insurance policy issued to the [Policyholder] [Employer] [Subscriber] and in force immediately prior to the Policy Effective Date, and which provided similar benefits to this Policy.]
[Sickness	means an illness or disease which requires treatment by a Physician.]
[Schedule of Benefits	means the <i>Schedule of Benefits</i> in this Certificate.]
[Spouse	means the [Primary Insured Person's] lawful spouse.] [The term Spouse will include [Domestic Partner as permitted or required by law].]
[Subscriber	means any participating [organization, etc.] that [is affiliated with the Policyholder and] subscribes to the insurance plan provided by this Policy.]

[Usual and Customary Charge(s)]

means the average amount charged by most providers for treatment, service or supply provided.]

We, Us, Our

means AXIS Insurance Company and its duly authorized agents.

You, Your

means the person to whom this Certificate is issued.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

[Policy Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the [Policyholder's] application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown in the *Schedule of Benefits* [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

[Subscriber Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the Subscriber's application, subscription agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the date of Subscriber's Participation [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

Eligibility

A [Primary Insured Person] becomes eligible for insurance under this Certificate on the date He meets all of the requirements of one of the Eligible Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* [and is an [Insured Person] under the Core Plan]. [A Spouse and Dependent Children of an eligible [Primary Insured Person] becomes eligible for any dependent insurance provided by this Certificate on the later of the date the [Primary Insured Person] [becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the General Definitions section of this Certificate.] [No person may be eligible for insurance under this Certificate as both a [Primary Insured Person] and a Spouse or Dependent Child at the same time.]

[If Non-Contributory]

[No enrollment is required if a person is not required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. [the first day of the month following] the date the person becomes a member of an Eligible Class after the Eligibility Waiting Period has been met;
3. the date for which the first premium for the person's coverage is paid; and
4. the Coverage Effective Date shown in the *Schedule of Benefits*.]

[If Contributory]

[A person is required to enroll for coverage for which He is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. [the first day of the month following] the date the person's enrollment form is received by the Company[, if such date is within [31-90] days of the date He becomes a member of an Eligible Class];
2. the date for which the first premium for the person's coverage is paid;
3. the Coverage Effective Date shown in the *Schedule of Benefits*, provided premium for such person is paid; and
4. the Policy Effective Date.]

[Requirements for insuring Spouse or Dependent Child(ren) on Contributory Plans

1. a [Primary Insured Person] must request insurance in writing for each Spouse or Dependent Child and pay the required premium;[
2. Evidence of Insurability must be provided for each Spouse or Dependent Child;][and]
3. if approved, the [Primary Insured Person] must still be covered under the Policy on the date stated in writing by the Company.]

[Each newborn or adopted child who becomes a Dependent Child while the [Primary Insured Person's] insurance is in effect will be an [Insured Person] for 90 days from the date of birth or placement for adoption, or until the next premium due date, whichever is later. Application must be made and the required premium paid for coverage to continue after such period.]

[DEFERRED EFFECTIVE DATE

[Active Service

The effective date of insurance will be deferred for any [Primary Insured Person] [or any Spouse or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date the person returns to Active Service or the date coverage would otherwise have become effective.]

[Late Enrollment

If application for insurance is not made within [30-90] days of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the applicant will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of the date the Company approves the enrollment form and receives required premium, and the [date coverage would otherwise have become effective] [first of the month following the Company's approval].]

[Replacement Coverage

[A [Primary Insured Person] [and any Spouse and Dependent Children] who was covered under a Prior Plan and who is not in Active Service on the Policy Effective Date [or the Subscriber's participation date] as shown in the *Schedule of Benefits* of this Certificate will be insured on that date for the lesser of:

1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
2. the amount of coverage provided under this Certificate.

If the amount of coverage otherwise provided by this Certificate is greater than the amount provided under the Prior Plan, the greater amount will become effective on the [first day of the month on or after, or first day of the [Calendar] [Plan] Year on or after or date] the [Primary Insured Person], [Spouse or Dependent Child] returns to Active Service.]

Include this paragraph if contributions are required toward the cost of coverage:

[If a [Primary Insured Person] is required to contribute to the cost of any portion of His [or His Spouse's or Dependent Child(ren)'s] insurance and is not in Active Service on the effective date of [the Subscriber's participation under] the Policy, coverage will terminate [31] days after the [Primary Insured Person] returns to Active Service unless He submits an enrollment form and the required initial premium. If the [Primary Insured Person] selects the amount of benefit for which He is required to pay premium for Himself [or any Insured Dependents], the amount in effect under this provision will be the lesser of the amount provided under the Prior Plan and the smallest amount He may select under the Policy.]

[Annual Re-Enrollment

[A [Primary Insured Person] currently covered under [the voluntary portion of] the Policy, and a person who is eligible but has not previously enrolled, may increase or become an [Insured Person] for coverage under this Certificate during an Annual Re-enrollment Period as agreed to by the Company and the [Policyholder]. A [Primary Insured Person] under the Policy may also elect or increase coverage for His Eligible Dependents.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the Active Service section of the Deferred Effective Date provision,] on [the Policy Anniversary following, or first day of the month following] the date the Company receives a request and any required premium payment.]

[Life Status Change

A Life Status Change is an event that the [Policyholder] determines qualifies a [Primary Insured Person] to [elect or] increase Benefits provided under this Certificate [for Himself and/or His Spouse and Dependent Children]. [Any change in benefit elections must be made within [31] days of a Life Status Change.]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase His benefits under the Policy include:

- [1. marriage;]
- [2. loss of a Spouse, whether by death, divorce, annulment or legal separation;]
- [3. birth or adoption of a child, or acquiring a child through marriage;] [and]
- [4. an increase in cost or a significant reduction or loss of group benefits provided by a Spouse's Plan].]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase benefits under the Policy for His Spouse and Dependent Children include:

- [1. marriage];
- [2. birth or adoption of a child, or acquiring a child through marriage]; and
- [3. a significant reduction, increase in cost or loss of group benefits provided by a Spouse's Plan].

[Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [first of the month following the Life Status Change] [first day of the month following the] date the [Primary Insured Person] applies and agrees to make required contributions.]

[The [Policyholder] should seek advice of its tax advisors if [Insured Persons] may contribute to the cost of any insurance provided by this Certificate with earnings not subject to Federal Income Tax. The Company cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

Include when policy is issued to an employer/employee group:

[Effective Date of Changes

Any increase or decrease in the amount of insurance for the [Insured Person] resulting from a change in benefits provided by the Policy or a change in the [Insured Person's] covered class will take effect on the date of such change.

[Increases will take effect subject to any Active Service requirement.]]

DATE [EMPLOYEE] INSURANCE ENDS

[Primary Insured Person's] Termination Date;

A [Primary Insured Person's] coverage under the Policy will end on the earliest of the following dates:

1. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in the Certificate);
2. [at the end of the month following] the date the [Primary Insured Person] ceases to be a member of an Eligible Class;
3. the date the Policy terminates;
4. the date of the [Insured Person's] [60th-100th] birthday;
- [5. [the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [6. [the last day of the month in which the [Primary Insured Person] fails to pay when due any Contribution;]
- [7. the date the [Primary Insured Person] notifies the Company in writing to discontinue His coverage;][or]
- [8. the date the [Primary Insured Person] employer ceases to be a participating Employer.]]

[Insured Dependent's Termination Date

An Insured Dependent's coverage under the Policy ends on the earliest of the following dates:

1. [at the end of the month following] the date the [Primary Insured Person's] coverage under the Policy ends;
2. [at the end of the month following] the date the person ceases to qualify as an Insured Dependent;
3. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in this Certificate);
4. [at the end of the month following] the date the Insured Dependent is no longer eligible for dependent coverage;
5. the date dependent coverage is no longer provided by the Policy;
- [6. the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [7. the last day of the month in which the [Insured Person] fails to pay when due, any contribution;]
- [8. the date the [Insured Person] notifies the Company in writing to discontinue His Dependent coverage;]
9. the date the coverage terminates; or
10. the date the Policy terminates.]

[Reinstatement of Insurance

If insurance ends because the [Primary Insured Person] ceases to be eligible for coverage as defined in this Certificate, coverage may be reinstated and no additional waiting period will apply if, within 6 months after the date the insurance ends, the [Insured Person] becomes a member of an Eligible Class.]

[Exceptions to Termination of Insurance

If the [Insured Person] terminates Active Service and if premium payments for His coverage are made when due, He may be considered to be in Active Service, subject to the conditions set forth below:

- [1. If the [Primary Insured Person] terminates Active Service due to temporary lay-off or leave of absence, coverage may be continued until the earliest of the following dates:
 - a. the date the Policyholder ceases to pay the [Primary Insured Person's] premiums, or otherwise terminates the insurance; or
 - b. [3 months from] the date the [Primary Insured Person] ceases to be in Active Service; or
 - c. the date the Policy terminates.]
- [2. If the [Primary Insured Person] terminates Active Service due to injury or Sickness, coverage under the Policy may be continued in accordance with the Continuation of Insurance provision.] [However, if the [Primary Insured Person] is not eligible for continuance under the Continuation of Insurance provision and is no longer in Active Service due to injury or Sickness, then the longest they can be covered is for [12] months unless age [65] or older.]
- [3. If the [Primary Insured Person] terminates Active Service due to retirement, coverage under the Policy may be continued provided:
 - a. the [Policyholder] has elected retiree coverage; and
 - b. the [Primary Insured Person] meets the [Policyholder's] definition of retired.]]

[Continuation of Insurance for Insured Dependents when a [Primary Insured Person] Dies

The Company will continue insurance under this Certificate for a Spouse [and Dependent Children] of a [Primary Insured Person] who dies, without payment of premium for [12-60] months] [or to age [60-85]]. The Spouse [and Dependent Children]: (a) must have been insured under this Certificate on the date the [Primary Insured Person] died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of [the 18th month and] the date the Spouse [or any Dependent Child] ceases to meet all other requirements for eligibility or the Policy terminates.]

[Continuation for [Layoff, Leave of Absence or Family Medical Leave]

Insurance for a [Primary Insured Person] [and Insured Dependents] may be continued until the earliest of the following dates if: (a) a [Primary Insured Person] is on [a temporary layoff] [an Employer-approved leave of absence][or an Employer-approved family medical leave]; and (b) required premium contributions are paid when due.

- [1. for a layoff, [[6 months] after] the end of the month in which the layoff begins;]
- [2. for an Employer-approved leave of absence: [[6 months after] the end of the month after the month in which the leave begins;] [and]
- [3. for an Employer-approved family medical leave [12-52] weeks in a consecutive 12-month period.]]

[Such continuation will [run concurrently with] [precede] a continuation during any other leave.]

[Continuation for Military Service

If a [Primary Insured Person] begins a leave of absence to serve in the armed forces, insurance for the [Primary Insured Person] [and His Insured Dependents] will continue until the earliest of the following dates, if the required premium is paid:

1. 18 months; and
2. the day the [Primary Insured Person] fails to return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when coverage is continued under this provision:

1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
2. [any Active Service requirement will be waived;] [and]
3. the [Primary Insured Person] will be given credit for the time He was covered under this Certificate prior to the leave.

If a [Primary Insured Person] does not continue coverage for Himself [and His Insured Dependents] during such leave and returns to work:

1. the [Primary Insured Person] [and His Dependents] will be covered on the date the [Primary Insured Person] returns to work from the leave. The [Primary Insured Person] must return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994;
2. any portion of an eligibility waiting period that has not been completed will not be credited during the [Primary Insured Person's] leave.]

[Continuation of Insurance

If the [Primary Insured Person's] Active Service ends for any reason, other than termination of employment for gross misconduct, insurance for a [Primary Insured Person] will continue, if the required premium is paid, until the earliest of the following dates:

1. the 18-month period following the [Primary Insured Person's] last day of full-time work;
- [2. for an Insured Dependent, the date the dependent is no longer eligible;] or
3. the date the Policy terminates.

Any change in benefits that occurs during a period of continuation will apply on the date the [Primary Insured Person] returns to Active Service.]

ADMINISTRATIVE PROVISIONS

[Cancellation

The Company or the [Policyholder] may cancel this Policy, [after the [first year] [or] [Policy Term] [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written [or authorized electronic] notice. Any premium rate guarantee will not affect the Company's or the [Policyholder's] right to cancel this Policy. Such cancellation terminates all coverage under this Certificate.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim when the loss for which the claim is payable occurs before the cancellation date.]

All Certificates under this Policy will terminate on the same date as the Policy.

[Premiums

(Will be included when coverage is contributory)

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for coverage under this Certificate will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect for [Insured Persons] and the premium mode selected, as shown in the *Schedule of Benefits*. [The Company will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder [and/or any affected Subscribers].]

[Premium Payment

(Will be included when coverage is contributory)

[1. Policyholder

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*.] unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[2. Subscriber

The total premium paid by the Subscriber is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered; including any amount contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Subscriber's effective date of participation under this Policy [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*] unless the Subscriber and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, the Subscriber's participation under the Policy will be terminated as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[Grace Period

(Will be included when coverage is contributory)

A grace period of [31-180] days will be provided for the payment of any premium due after the first. During the Grace period, coverage under this Certificate shall continue in force, unless the [Policyholder] [Insured Person] has given written notice of discontinuance in advance of the Premium Due date and in accordance with the terms of the Policy. If the required premium is not paid during the Grace Period,

coverage will terminate on the last day of the Grace Period. [The [Policyholder] will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.]]

[Optional, i.e. Will not be included in non-renewable cases:]

[Premium Rate Changes

The Company may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31] days advance notice mailed to the last known address of the [Policyholder]. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term [or during any applicable Premium Rate Guarantee Period] if any one of the following occurs:

1. the terms of this Policy change;
2. the number of [Insured Persons] [or] [Eligible Persons for coverage] increases or decreases by more than [10%-25%] since the later of the Policy Effective Date and the date of the last renewal of the Policy;]
- [3. coverage is reinstated following failure to pay premium during the Grace Period;]
- [4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [10%-25%] or more the number of [Eligible Person] [Insured Persons];]
- [5. a change in [Insured Persons] [or Eligible Persons to be covered] which would, on a manual rate basis, require a change of [10%-100%] or more in the premium rate;]
- [6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under the Policy;]
- [7. the ratio of incurred claims to earned premiums since [the later of the Policy Effective Date and the last renewal date] exceeds [50%-100%]; [or] [the state permissible loss ratio];]
- [8. the [Policyholder] fails to provide sufficient information, as required by the Company, to confirm adequacy of premiums and rates currently being paid;] [or]
- [9. any [facultative] reinsurance obtained by the Company in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by [10%-50%] or more, or the Company retention increases by [10%-50%] or more.]

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.]

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

GENERAL PROVISIONS

Addition of New [Employees/Members]

All [Employees/Members] added to the Eligible Class(es) in the *Schedule of Benefits* are eligible for insurance under the group Policy.

Entire Contract; Changes

The Policy, [the master application] and any attached papers make up the entire contract between the Policyholder and the Company. [In the absence of fraud,] all statements made by the Policyholder or any [Insured Person] will be considered representations and not warranties. No written statement made by an [Insured Person] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] or, in the event of the death or incapacity of the [Insured Person], to His beneficiary or personal representative.

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

If an enrollment form for an [Insured Person] is required, it may also be made a part of the Policy at the Company's option.

[Certificates

Where required by law, the Company will provide a Certificate of insurance for delivery to the [Insured Person]. Each Certificate will set forth a statement as to the insurance coverage to which the [Insured Person] is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one Certificate to each family unit.]

Incontestability

After an [Insured Person] has been insured under the Policy for two years during His lifetime, no statement made by the [Insured Person], except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the [Insured Person] and a copy is given to the Policyholder, the [Insured Person] or the beneficiary.

[[30 Day] Right to Examine Certificate

(Included when the Insured Person pays any part of the premium)

If the [Primary Insured Person] does not like the Certificate for any reason, it may be returned to the Company within [30] days after receipt. The Company will return any premium that has been paid. In that case the Certificate will be void as if it had never been issued.]

Clerical Error

Clerical error, whether by the Policyholder or the Company, will not void the insurance of any [Insured Person] if that insurance would otherwise have been in effect nor extend the insurance of any [Insured Person] if that insurance would otherwise have ended or been reduced as provided in the Policy.

Conformity with State Statutes

Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Misstatement of Fact

If the [Policyholder] [or Insured Person] has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased ,had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Policy Changes

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. The Company may agree with the [Policyholder] to modify a plan of benefits without the [Insured Person's] consent.

[Subscriber Participation Under This Policy

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by the Company.]

Workers' Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Legal Actions

No action at law or in equity may be brought to recover on the Policy prior to the expiration of [60] days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Assignment

[An [Insured Person] may not assign any of His rights, privileges or benefits under the Policy.] [An [Insured Person] may assign all of His rights, privileges and benefits under the Policy without the consent of His designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]

Physical Examination and Autopsy

The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.

CLAIMS PROVISIONS

Notice of Claim

Written notice of claim must be given to the Company within [20-90] days after an [Insured Person's] loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company, with information sufficient to identify the [Insured Person], is deemed notice to the Company.

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within [15] days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the [Insured Person's] name, the Policyholder's name and the Policy number.

Proof of Loss

Written proof of loss must be furnished to the Company within [90] days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces 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 of the claimant, later than 1 year from the time proof is otherwise required.

Payment of Claims

Upon receipt of due written proof of loss, payments for all losses, will be made to (or on behalf of, if applicable) the [Insured Person] suffering the loss. If an [Insured Person] dies before all payments due have been made, the amount still payable will be paid to [the first surviving class of the following classes of persons:

1. Spouse;
2. child or children;
3. parents;
4. siblings; or
5. estate of the [Insured Person].]

[the estate of the [Insured Person].]

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to [a parent, guardian, or other person actually supporting Him] [the legal guardian of the payee's property]. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss will be paid immediately upon the Company's receipt of due written proof of the loss.

[Payment of Claims to Foreign Employees

The [Policyholder] may, in a fiduciary capacity, receive and hold any benefits payable to an [Insured Person] whose place of employment is other than:

- [1) The United States of America
2) Puerto Rico; [or]
3) The Dominion of Canada]

[The Company will not be responsible for the application or disposition by the [Policyholder] of any such benefits paid. The Company's payments to the [Policyholder] will constitute a full discharge of the Company's liability for those payments under the Policy.]]

[ERISA Claims

The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Security Act of 1974 as amended (ERISA). The Policyholder designates the Company, or a person or persons which the Company designates, as the claims fiduciary of this plan and gives the Company, or its designee, the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and the Company's designation and authority as claims fiduciary.]

Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

DESCRIPTION OF BENEFITS

This Description of Benefits section describes the Benefits provided by this Policy. Benefit amounts, benefit periods, [any applicable aggregate] [and] [benefit-specific maximums] are shown in the *Schedule of Benefits*. Please read these and the Limitations and Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

The Company will pay the Benefit Amount for any one of the [Covered Losses] listed below, subject to all applicable conditions and exclusions, if the [Insured Person] suffers a Loss [within the applicable time period specified in the *Schedule of Benefits*.]

[If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Loss for which the largest benefit is payable.] or [If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum.]

Schedule of Losses

<u>Loss</u>	<u>Benefit Amount</u>
Life	[0-100%] of the Principal Sum
Two or more Members	[0-100%] of the Principal Sum
One Member	[0-100%] of the Principal Sum
Thumb and Index Finger of the Same Hand	[0-100%] of the Principal Sum
Four Fingers of the Same Hand	[0-100%] of the Principal Sum

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” or “Loss of Four Fingers of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

OUTPATIENT ACCIDENT MEDICAL EXPENSE BENEFITS

BENEFIT PAYMENTS ARE PAYABLE AT THE APPLICABLE BENEFIT AMOUNT RATE AND ARE SUBJECT TO THE [DEDUCTIBLE,] BENEFIT MAXIMUM, FIRST EXPENSE INCURRAL PERIOD AND MAXIMUM BENEFIT PERIOD STATED IN THE *SCHEDULE OF BENEFITS*.

The Company will pay Outpatient Accident Medical Expense Benefit amount for the Covered Medical Expenses listed below that result directly, and from no other cause, from a Covered Injury.

Outpatient Accident Medical Expense Benefits are only payable:

1. when Covered Medical Expenses incurred exceed any applicable Deductible specified in the *Schedule of Benefits*;
2. as long as the first Covered Medical Expense has been incurred within the number of days specified in the *Schedule of Benefits*;
3. until the Maximum Benefit Period shown in the *Schedule of Benefits* has expired;
4. until Benefits paid equal the Benefit Maximum shown in the *Schedule of Benefits*.

No benefits will be paid for any Covered Medical Expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses

1. Medical Emergency care (room and supplies) expenses: including the attending Physician's charges, x-rays, laboratory procedures and use of the emergency room and supplies.
2. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Covered Accident.
3. Ambulance expenses for transportation from the emergency site to the Hospital.
4. Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to a person in the absence of the Covered Injury. No benefits will be paid for rental charges in excess of the purchase price.
5. Prescription drug expenses (for Covered Injuries only) prescribed by a Physician and administered on an Outpatient basis.
6. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an Insured Person. The Company will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
7. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Excluded Expenses

In addition to the Common Exclusions, The Company will not pay Outpatient Accident Medical Expense Benefits for any Covered Medical Expense, treatment or services resulting from or contributed to by:

1. treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances;
2. treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis;
3. osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness;
4. detached retina unless caused by a Covered Accident;
5. mental disorder or psychological or psychiatric care or treatment whether or not caused by a Covered Accident;
6. pregnancy, childbirth, abortion or any complications of any of these conditions, except that Complications of Pregnancy shall not be excluded if the result of a Covered Injury;
7. mental and nervous disorders;
8. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment;
9. expenses incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial disorders;
10. injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits, including any insurance policy that provides benefits to the [Insured Person] for injuries resulting from an occupational accident, or while engaging in activity for monetary gain from sources other than the [Policyholder].
11. all surgery including cosmetic and elective surgery;
12. any elective treatment, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States;
13. eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
14. expenses payable by any automobile insurance policy without regard to fault;
15. conditions that are not caused by a Covered Accident; or
16. any treatment, service or supply not specifically covered by the [Policy] [Certificate].
- [17. injuries paid under medical payment coverage or no-fault coverage contained in an automobile insurance policy or liability insurance policy.]

LIMITATIONS

[Credit for the Deductible

For the [Calendar][Plan] year in which such person becomes insured, the Deductible will be reduced by the covered charges which were:

- incurred while insured by the Prior Plan, and
- used to satisfy the Deductible for that plan for the same year.]

[Plan][Calendar] Year Maximum

The Maximum Benefit will be reduced by amounts that the [Insured Person] received (or is entitled to receive) for from Prior Plan, provided that such Prior Plan would have covered substantially the same time period as the initial Plan Year, had the Prior Plan not been cancelled.

COMMON EXCLUSIONS

[In addition to any benefit or coverage specific exclusion,] benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following [unless coverage is specifically provided for by name in the Description of Benefits section]:

(Each of the following Exclusions will be included or deleted as agreed upon between the Company and the Policyholder/Subscriber and numbers will be adjusted accordingly.)

- [1. Intentionally self-inflicted injury, suicide or any attempt while sane or insane];
- [2. Commission or attempt to commit a felony or an assault];
- [3. Commission of or active participation in a riot or insurrection];
- [4. Declared or undeclared war or act of war];
- [5. Release, [whether or not accidental, or by any person unlawfully or intentionally], of nuclear energy or radiation, including sickness or disease resulting from such release];
- [6. An injury or sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];
- [7. Flight in, boarding or alighting from an Aircraft except as a fare-paying passenger on a regularly scheduled commercial or charter airline];
- [8. Travel in any aircraft owned, leased or controlled by the [Policyholder][Subscriber], or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the [Policyholder; Subscriber] if the Aircraft may be used as the [Policyholder][Subscriber] wishes for more than [10] straight days, or more than [15] days in any year];
- [9. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage];
- [10. [Medical] [or] [surgical treatment,] [diagnostic procedure,] [administration of anesthesia,] [or] [medical mishap or negligence], [including malpractice] [unless it occurs during treatment of injuries sustained in a Covered Injury];
- [11. The [Insured Person's] intoxication. The [Insured Person] is conclusively deemed to be intoxicated if the level in his blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officers report, or similar items will be considered proof of the [Insured Person's] intoxication];
- [12. Aggravation or re-injury of a prior injury the [Insured Person] suffered prior to His Coverage Effective Date, unless the Company receives a written medical release from the [Insured Person's] Physician];
- [13. Sickness, disease or any bacterial infection, except one that results from an Accidental cut or wound, or pyogenic infections that result from Accidental ingestion of contaminated substances.]

[In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by the [Policyholder][Subscriber];
2. living in the [Insured Person's] household;
3. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] spouse;
4. the [Insured Person].

CONSUMER INFORMATION NOTICE

The Insurance Company may be contacted at:

Axis Insurance Company
[Admin. Office: 1 University Square Drive, Suite 200
Princeton, NJ 08540
1-800-123-4567]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134 or (501) 371-2640]

[Logo]

AXIS INSURANCE COMPANY
(AN ILLINOIS COMPANY)

[PARTICIPATING EMPLOYER] GROUP [MASTER] INSURANCE APPLICATION

Application is hereby made for a plan of INSURANCE based on the following statements and representations:

[Please attach final approved proposal # ____]

Section 1. [Employer/Policyholder/Client] Information

Name of Applicant _____
(legal name of business entity)

DBA (if applicable) _____

Policy Situs state _____ SIC Code _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____ Taxpayer ID#: _____

Contact Person _____ Title _____

Telephone _____ Fax _____ E-mail _____

[Applicant is a: Employer Association Union Other _____]

[List all states where [Employees] reside: _____
_____]

[Are [Employees] of any affiliate or subsidiary companies to be covered? Yes No
(If yes, please complete the following for each such affiliate/subsidiary. Attach separate sheet if needed.):

Company Name	Address	Total Employees	Nature of Business	SIC Code	NAIC	D&B

Section 2. Program Information

Requested Effective Date _____ Enrollment Period: _____

[Subject to approval of the Employer's participation in the Ternian Employer Trust, insurance will be effective as of the requested date.]

[Current Medical Plan in place? Yes No Current Insurer: _____]

Number of Eligible [Employees] _____ Number Currently Enrolled: _____

Contributory 100% Employee Paid If no, Class/Contribution Amount: _____

Eligibility Waiting Period: _____

Non-Contributory

[Group Underwriting:

Avg. Age _____ %Female Population _____ % [Employee] Turnover _____]]

[Enrollment Options (subject to availability):

[Hospital Indemnity	[Critical Illness	[Dental	[Short-Term Disability	[Outpatient Accident Medical	[Vision
[Plan 1 \$XX Plan 2 \$XX Plan 3 \$XX]	[Plan 1 \$XX Plan 2 \$XX Plan 3 \$XX]	Yes]	Yes]	[Plan 1 \$XX Plan 2 \$XX Plan 3 \$XX]	Yes]
[Spouse Only]	[Spouse Only]			[Spouse Only]	
[Dependent Children Only]	[Dependent Children Only]			[Dependent Children Only]	
[Family Coverage]	[Family Coverage]			[Family Coverage]	

[Section 3. Administrative Information

Premium Collection: Payroll Deduction Direct Billing Other _____
 Frequency: Weekly Bi-weekly Monthly Other _____
 Billing Administration : List Bill Electronic Payroll transfer Other _____]

Disclosures; Applicant's Acceptance of Terms

Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued. It is understood and agreed that only officers of AXIS Insurance Company ("Company")—*not your insurance broker*—are authorized to change, enlarge, vary or waive any requirements of the Policy. No such change, enlargement, variance or waiver shall be valid unless made a part of the Policy by amendment or other written agreement.

If any Employee (or Spouse or Dependent if such coverage is elected) is not in Active Service on the date his coverage is scheduled to become effective, his coverage shall not take effect until he returns to Active Service.

Applicant understands that any insurance provided shall take effect on the effective date approved by the Company, and that Applicant should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.

[Signature of Participating Employer and Request for Participation:

I am an authorized officer of the undersigned employer and understand and agree that the employer/applicant:

- Wishes to become a participating employer in the Ternian Employer Trust ("Trust"), a multiple employer trust established in Delaware. The Trustee is Wilmington Trust Company.
- Desires this to serve as our application to become a participating employer in the Trust for our applicable industry classification and to receive insurance coverage under the Master Policy(ies) issued to the Trust.
- Is familiar with the rules of eligibility and understand that the issuance of the insurance for which we are applying is subject to the written approval of the Company. If the Company does not approve this Application, no insurance will become effective.
- Understands the benefits provided by the Company are subject to the terms of the group insurance policy(ies) issued to the Trust, as amended from time to time, and that these group insurance policies may be terminated by the Company following due notice to the Trustee.
- Shall remit to the Company, regularly in advance, the required premium contributions for insurance benefits, and understand that failure to pay billed premiums will result in automatic termination of insurance coverage at the end of the 31 day grace period. In that case we will owe and agree to pay the premium due for the grace period.
- Shall offer the insurance provided under the group polic(ies) to all eligible present and future new employees. We also agree to maintain the participation requirements of the plan with respect to eligible employees and their eligible dependents in order to procure and continue the requested insurance and agree that any insurance issued as a result of this Application may be cancelled as of any premium due date if the participation requirements are not maintained.
- Certifies that all information contained in this Application is true and complete to the best of my knowledge and belief.]

[Where required by state, Fraud Warning will be inserted before signature line. See Fraud Warning Important Notice sheet attached.]

Dated at _____ (city, state) on _____ (date) POLICYHOLDER SIGNATURE <hr style="border: 0.5px solid black;"/> Authorized Signature of Applicant <hr style="border: 0.5px solid black;"/> Printed or typed name of Applicant's Authorized Representative
--

LICENSED BROKER/AGENT SIGNATURE <hr style="border: 0.5px solid black;"/> Licensed Broker/Agent <hr style="border: 0.5px solid black;"/> License Number

Important Notice

- ❖ ***In General, and specifically for residents of Arkansas, Louisiana, Rhode Island and West Virginia:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of Colorado:*** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- ❖ ***For residents of the District of Columbia: WARNING:*** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- ❖ ***For residents of Florida:*** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- ❖ ***For residents of Kentucky:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- ❖ ***For residents of Maine, Tennessee, Virginia and Washington:***
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- ❖ ***For residents of Maryland and Oregon:*** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of New Jersey:*** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- ❖ ***For residents of New Mexico:*** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- ❖ ***For residents of New York:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- ❖ ***For residents of Ohio:*** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- ❖ ***For residents of Oklahoma: WARNING:*** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- ❖ ***For residents of Pennsylvania:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

[LOGO]

AXIS INSURANCE COMPANY
(A Stock Company)
[11680 Great Oaks Way, Ste. 500
Alpharetta, GA 30022]

GROUP INSURANCE POLICY [CERTIFICATE] AMENDMENT

(This amendment form is being filed as variable in its entirety, but only for the purpose of amending or renewing the policy within the parameters of filed variables.)

This Amendment is attached to and made part of the Policy effective [Month Day, Year] at 12:01 AM, Standard Time. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

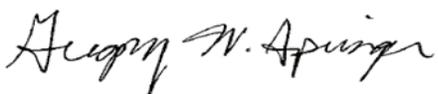
This Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

The President and Secretary of AXIS Insurance Company witness this Amendment:

[

]

Secretary

[

]

President

[Application/Enrollment Form] for Group Programs

Please print or type all information requested. Please complete the application in its entirety to avoid delays in processing.

[Employer/Company] Name		Group Policy #:	[Division:]		
[Employee; Applicant] Information (Complete for ALL Enrollments)					
<input type="checkbox"/> New Coverage <input type="checkbox"/> Increasing Coverage <input type="checkbox"/> Decreasing Coverage <input type="checkbox"/> Change in Family Status					
[Employee; Applicant] First Name/Middle Initial/Last Name		Gender	[Employee ID #]	Date of Birth	Place of Birth
Street Address/City/State/Zip					
Telephone Phone		Gender			
Spouse First Name/Middle Initial/Last Name		Gender	Spouse Social Security #	Date of Birth	Place of Birth
[Employee Work Information (Complete for ALL Enrollments)]					
[Occupation/Job Title]		Employee's Annual Salary	Actively at Work? Hours per Week <input type="checkbox"/> Yes <input type="checkbox"/> No	Hire Date	

Enrollment Options (Please select one or refuse coverage)

[Hospital Indemnity]	[Critical Illness]	[Dental]	[Short-Term Disability]	[Outpatient Accident Medical]	[Vision]
<input type="checkbox"/> Plan 1	<input type="checkbox"/> Plan 1	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Plan 1	<input type="checkbox"/> Yes
<input type="checkbox"/> Plan 2	<input type="checkbox"/> Plan 2			<input type="checkbox"/> Plan 2]	
<input type="checkbox"/> Plan 3	<input type="checkbox"/> Plan 3				
<input type="checkbox"/> refused]					

[Complete the following for dependents requesting coverage.

	Name	Age	Date of Birth MM/DD/YY	Sex	Place of Birth	Full-Time Student
Spouse						<input type="checkbox"/> Yes <input type="checkbox"/> No
CH						<input type="checkbox"/> Yes <input type="checkbox"/> No
CH						<input type="checkbox"/> Yes <input type="checkbox"/> No

[BENEFICIARY DESIGNATION

Unless you otherwise request the [Employee; Applicant] named above will be the beneficiary of any spouse and children insurance applied for, and the spouse/ named above will be the beneficiary of any [Employee] insurance applied for. For an [Employee], if you have no spouse or children and no one is named below, proceeds will be payable to the estate of the [Employee].

[Where required by state, Fraud Warning will be inserted before signature line. See Fraud Warning Important Notice sheet attached.]

SIGNATURE OF [Employee/Member/Insured Person]

Date Signed

Declination Waiver: (check the box below if you are not enrolling in the plan; YOU ARE STILL REQUIRED TO SIGN AND DATE THE FORM):

I choose not to enroll in the plan being offered by my Employer. I understand that, if at a later date, I wish to enroll in this plan; I will not be able to do so until there is another open enrollment period.

Important Notice

- ❖ ***In General, and specifically for residents of Arkansas, Louisiana, Rhode Island and West Virginia:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of Colorado:*** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- ❖ ***For residents of the District of Columbia: WARNING:*** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- ❖ ***For residents of Florida:*** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- ❖ ***For residents of Kentucky:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- ❖ ***For residents of Maine, Tennessee, Virginia and Washington:***
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- ❖ ***For residents of Maryland and Oregon:*** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of New Jersey:*** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- ❖ ***For residents of New Mexico:*** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- ❖ ***For residents of New York:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- ❖ ***For residents of Ohio:*** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- ❖ ***For residents of Oklahoma: WARNING:*** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- ❖ ***For residents of Pennsylvania:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SERFF Tracking #:

PLIS-128686504

State Tracking #:

Company Tracking #:

GOA-AR

State: Arkansas

Filing Company: Axis Insurance Company

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: Group Outpatient Accident

Project Name/Number: /

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
Readability-Certification-AR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	09/25/2012
Comments:	New Master Application included under the Form Schedule tab along with the other new policy forms.		

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
cover letter-GOA-AR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	List of Forms	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
list of forms-GOA-AR.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variable Language	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
Statement of Variable Language-GOA-AR.pdf			

Item Status:

Status Date:

State: Arkansas Filing Company: Axis Insurance Company
 TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
 Product Name: Group Outpatient Accident
 Project Name/Number: /

Satisfied - Item:	Authorization	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
Authorization.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Red-line 9-20-12 Certificate	Approved-Closed	09/25/2012
Comments:			
Attachment(s):			
red-line 9-20-12 T-GOA-002-0112-AR Certificate.pdf			

READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms achieved a Flesch Reading Ease Score and are in compliance with applicable laws and regulations as follows:

Form #	Title	Flesch Score
T-GOA-001-0112-AR	Policy	45*
T-GOA-002-0112-AR	Certificate	45
T-GM-003-0112	Master Application	45*
T-GM-004-0112	Enrollment Form	47
T-GM-005-0112	Amendment Form	56
	* Policy and Master Application scored 45.3 combined	

Axis Insurance Company



Christopher N. DiSipio
Senior Vice President

September 24, 2012

Date

PLISKY PLISKY & CO. LLC

617 UNION AVENUE, UNIT 1-21 ◇ BRIELLE, NJ 08730 ◇ PHONE: (732) 223-0770 ◇ FAX: (732) 223-1776

September 12, 2012

Arkansas Insurance Department
Life & Health Division
1200 West Third Street
Little Rock, AR 72201-1904

RE: **Axis Insurance Company** **NAIC#: 3416 37273 / FEIN#: 39-1338397**
 Group Outpatient Accident **TOI: H02G.000**
 Policy Form # T-GOA-001-0112-AR
 Certificate Form # T-GOA-002-0112-AR
 Master Application Form # T-GM-003-0112
 Amendment Form Form # T-GM-005-0112

Dear Sir or Madam:

On behalf of AXIS Insurance Company, Plisky Plisky & Co., LLC is submitting the captioned forms for your review and approval. Please find enclosed a letter of authorization. The subject forms are new and are not intended to replace any other forms.

These Group Accident policy forms provide accident coverage for Accidental Death & Dismemberment losses and for Outpatient Medical Expenses as specified under the policy. This Policy provides coverage for accident-only and does not provide coverage for any sickness or illness.

This coverage will be marketed by licensed agents, brokers, and third party administrators to Employer groups and employment-related group policyholders including but not limited to: labor unions, PEO's, independent contractors, association groups, and discretionary groups. This coverage may also be offered in your state pursuant to an out-of-state group or trust. Depending on plan design, the Policy may be issued on a non-contributory or contributory basis.

Any bracketed material is being filed as variable. Please note, variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of your state when issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements. Statements of Variable Language are included to provide you with an explanation of how these forms may vary to accommodate different plan designs, or specific clients/cases.

Axis Insurance Company assures your Department that a Guaranty Association Notice will be provided as required.

Master Application Form T-GM-003-0112 is a multi-coverage form that will be used with this product. The form will detail the benefits offered to the Policyholder and will be signed by the Policyholder. Amendment Form T-GM-005-0112 is an administrative amendment that will be used to amend the Policy or Certificate to reflect changes that occur within variable areas subsequent to the initial issuance.

If you have any questions, please contact me directly at (732) 223-0770 or j.plisky@verizon.net.

Sincerely,



John M. Plisky, Consultant

Axis Insurance Company
Group Outpatient Accident

LIST OF FORMS

Policy	T-GOA-001-0112-AR
Certificate	T-GOA-002-0112-AR
Master Application	T-GM-003-0112
Enrollment Form	T-GM-004-0112
Amendment Form	T-GM-005-0112

AXIS Insurance Company
STATEMENT OF VARIABLE LANGUAGE
for
Group Accident Policy Forms
T-GOA-001-0112-AR, et al.

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

GENERAL	<p>Any bracketed material is being filed as variable. Please note, variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of the state where the policy is issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements.</p> <p>Brackets around numbers or alphas in listing, and punctuation/words such as “and/or” in a listing, will be included or deleted as needed in order to make the statement or provision read correctly.</p> <p>In some instances, we have provided comment as to how the provision/language will be used, within the policy itself. Said comment is in parentheses and italics. E.g., a comment may state that the following language will only be included when an insured contributes to premium, and thus is not included when coverage is non-contributory.</p> <p>This coverage will be marketed to the groups listed in the cover letter. Depending on plan design, the Policy may be issued on a non-contributory or contributory basis.</p> <p>The description of eligible classes may vary based on the nature of the group and classes covered. References to members of the group (the insured) throughout the forms will vary to reflect group-type, e.g., employee, member, insured person, etc. We have included the term Primary Insured Person to denote the employee/applicant/insured on whom coverage is based. This person can apply for Spouse/Dependent/Family coverage when offered. If such coverage is not offered, the term Insured Person will be used.</p> <p>Reference to Spouse may also include a Same Sex Spouse where same sex marriage is recognized or Domestic Partner where said coverage is required or permitted by state law. Reference to Domestic Partner may vary to reflect the proper designation allowed by state law, e.g., Partner to a Civil Union.</p> <p>The format may vary according to plan design or policyholder preference; however the relative prominence of provisions will not change. Subject to state readability laws, the print size, style, page size and layout may be modified to reflect various formats including 8.5 x 11 pages, booklets or brochure styles.</p>
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POLICY – T-GOA-001-0112-AR

Provision/Title	Variable	Description of Variable
FACE PAGE	1	Logo
	2	Title may vary to reflect a marketing name.

	3	Company address may change
	4	Policyholder – John Doe information
	5	Policy Number - John Doe information
	6	Will reflect premium payment mode.
	7	Policy Effective Date - John Doe information
	8	Policy Anniversary - John Doe information
	9	State of Issue – will reflect state where policy is issued
	10	Secretary – signature will be inserted; name may be revised should corporate officer be removed/replaced
	11	President – signature will be inserted; name may be revised should corporate officer be removed/replaced
		Incorporation Provisions – may be included or omitted as per plan design.
		Any bracketed disclosure statements will be included if applicable.
PREMIUM [RATE] TABLE		Table will be included or omitted according to plan design.
	1	Premium modes and rates will vary based on plan design/benefits. Rates will vary by case based on plan of benefits Rates per Policyholder, Subscriber, Insured, Employee, Dependent Spouse, Dependent Child(ren) and Family Plan.
	2	Initial Premium Rate Guarantee -varies by case.
	3	Mode of Premium Payment – varies by case. Values are Monthly, Quarterly, Semi-annual, Annual & Nine months.
	4	Premium Due Dates – varies by case. Can be from January 1 to December 31 of any given year.
	5	Initial Premium will vary by case.
	6	Contributions – varies by case. Policyholder: 0% to 100%; Covered Person and/or Employee – 0% to \$100; Split-funded, Employer & Employee each fund a piece from 0% to 100%.
	7	Will be included when coverage is non-contributory.
PREMIUM PROVISIONS GENERAL PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure. Any numeric ranges shown will comply with minimum state statutes or regulations. The range is provided in order to allow for a more favorable time period for the insured person.

CERTIFICATE – T-GOA-002-0112-AR

FACE PAGE		Logo
		Company address may change
		Date Insurance Takes Effect – will be included: (1) when the policy is contributory; (2) when Actively At Work requirement applies to group policyholder to which the insurance is issued.
		Sections will be included or omitted when applicable to issuance of the certificate.
		Right to Examine Certificate – will be included: when the policy is contributory.
		Secretary – signature will be inserted; name may be revised should corporate officer be removed/replaced
		President – signature will be inserted; name may be revised should corporate officer be removed/replaced
		Disclaimers – may be included or omitted as shown, depending on plan design.
TABLE OF CONTENTS		Page Numbers will vary.
SCHEDULE OF BENEFITS		The Schedule is variable in its entirety and will reflect plan design. The appropriate language will always appear but the arrangement and formatting may vary. Any language required by statute or

		regulation will always appear and not be excluded or limited. Description of Policyholder will vary to reflect type of group – i.e., Subscriber, Company, Employer name, Policyholder, etc.
		The Schedule Grid shown will include information necessary for administration of the product: effective dates, types of coverage, premiums (if contributory) etc.
		Eligible Classes – The description of eligible classes may vary based on the nature of the group and classes covered. References to members of the group throughout the forms may vary, e.g., employee, member, insured person. There is no limit on the number of classes. If there is more than one class eligible under the Policy, a Schedule of Benefits may be presented for each class if benefits, amounts, durations, etc. differ by class.
		Type of Coverage – will be provided when necessary to distinguish between Insured Only and Dependent/Spouse coverage.
		Effective Date – varies by case, it can be any day of the year and is mostly determined by the Policyholder. Rewrite Date will be included when necessary.
		Open Enrollment, Annual Enrollment, or Policyholder Scheduled Enrollment may be selected at the option of the Policyholder.
		Waiting Period and Minimum Number of Hours worked will be included or omitted according to plan design, policyholder and will vary to ranges shown.
		Applicable effective date following enrollment will be included.
		Participation Requirements, Percentages - will be included or omitted according to plan design. Will be included when applicable to the group policyholder.
		Premium information will be included when policy is contributory. Applicable premium, mode, method and due dates will be included.
		Coverage information applicable to a takeover of a policy, necessary for the administration of the policy, may be included. Effective/termination dates, applicable coverage limits and maximums, etc.
		AD&D principal sum may vary by class and to ranges shown. Loss period will vary to range shown.
		Age Reductions – included or omitted according to plan design; reduction percentage varies by case.
		Outpatient Accident Medical Expense Benefit amounts, time periods and maximums will vary to ranges shown. Benefits will be paid on a per Plan year or per Covered Accident basis. Deductible may be included or omitted according to plan design. And may apply on a per Insured Person basis, per Plan Year or Covered Accident.
GENERAL DEFINITIONS		Each definition is included or omitted according to plan design. E.g., the Active Service definition will only be included when an insured is required to be in Active Service for coverage under the policy.
		When a definition includes conditions, those conditions may be included or omitted according to plan design.
ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.

ADMINISTRATIVE PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.
GENERAL PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.
CLAIM PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure. Any numeric ranges shown will comply with minimum state statutes or regulations. The range is provided in order to allow for a more favorable time period for the insured person. The ERISA provision will only be included if the plan qualifies under ERISA as per Policyholder contribution.
DESCRIPTION OF BENEFITS		The AD&D benefit amounts will vary to ranges shown. May be paid as percentage of Principal Sum or lump sum (\$) amounts. To the extent a benefit requires benefit-specific definitions or exclusions, they will be included or omitted as applicable to the plan design. E.g., when the Policy does not include a Dependent Coverage, the definition of Dependent will be omitted. General Definitions and Common Exclusions will also apply. See section above regarding Schedule of Benefits for how benefits will be paid.
LIMITATIONS AND COMMON EXCLUSIONS		Credit for Deductible provision and Plan Year Maximum will be included or omitted according to plan design. Any exclusions provided in a policy will comply with state rules and regulations. Any language required by statute or regulation will always appear and not be excluded or limited.

Amendment Form T-GM-005-0112

Description of Variable
<p>Since the bracketed text in the policy/certificate is variable to be included, omitted or, where applicable, to vary within the numeric ranges displayed within the brackets, this Amendment Form allows us to make changes to previously issued policies/ certificates. Without this Amendment, we'd have to issue new documents each time a change is made. Note that this is <u>not</u> a "blank" amendment. We are asking your Department's approval to use this <u>solely to make changes that are within the variability of the filed forms</u> as set forth above. For example, some of our exclusions and limitations are variable to be included or omitted. With this Amendment we could add or delete such an exclusion or limitation. The Amendment could <u>not</u> be used to add an exclusion that was not part of the original filing and that had not been previously approved by your Department to be included in the policy.</p>

Master Application Form T-GM-003-0112

Description of Variable
<p>The Title of the Form will vary to how application is being used. May be used as a Master Application for Insurance or an application to become a Participating Employer in a Multiple Employer Trust.</p> <p>Reference to policyholder may vary depending on the type of Policyholder applying for coverage- i.e., Company, Employer name, etc. Employer-specific requested items will only be included when Employer policyholders are applying for coverage under the policy.</p> <p>Program information will be included or omitted dependent on plan design being offered. Enrollment Options will vary depending on plan designs being offered. May include product marketing names such as “VisionCare”, etc. Selections will reflect plan design being offered.</p> <p>Reference to Dependent Coverage will be included where such coverage may be selected by the applicant. Any reference to Spouse includes same-sex spouse and/or Domestic Partner where allowed by law.</p> <p>Administration Information will be included or omitted depending on how plan will be administered.</p> <p>Request for Participation will only be included when the form is utilized as a Participating Employer Application.</p>
<p>Important Notice Page showing state-specific Fraud Warnings will always be included.</p>

Enrollment Form T-GM-004-0112

Description of Variable
<p>The form may be used to enroll, for change in family status, or for increase/decrease in coverage.</p> <p>Reference to policyholder may vary depending on Policyholder applying for coverage- i.e., Employer/Company name, etc. Employee-specific requested items will only be included when employees are covered under the policy.</p> <p>Reference to applicant will vary depending on Policyholder – i.e., Employee, Member, Applicant, etc.</p> <p>Enrollment Options will vary depending on plan designs being offered. May include product marketing names such as “VisionCare”, etc. Selections will reflect plan design being offered.</p> <p>Reference to Dependent Coverage will be included where such coverage may be selected by the applicant. Any reference to Spouse includes same-sex spouse and/or Domestic Partner where allowed by law.</p> <p>Beneficiary Designation will be included or omitted according to plan design. When omitted, benefits will be paid according to state law.</p>
<p>Important Notice Page showing state-specific Fraud Warnings will always be included.</p>



January 12, 2012

**Re: AXIS Insurance Company
NAIC Company Number: 37273
Group Filing Submissions**

To Whom It May Concern:

Plisky Plisky & Co. LLC is hereby authorized to submit rate and form filings on behalf of AXIS Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to John Plisky at the following address:

John M. Plisky, President
Plisky Plisky & Co. LLC
617 Union Ave., Unit 1-21
Brielle, NJ 08730
j.plisky@verizon.net
ph: (732) 223-0770
fax: (732) 223-1776

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script that reads "Megan K. Morehead".

Megan K. Morehead, Esq.
Assistant Vice President - Compliance
AXIS Global Accident & Health
Office: 609-375-9117
Mobile: 609-216-3342
Megan.Morehead@AXIScapital.com



[LOGO]

GROUP ACCIDENT INSURANCE CERTIFICATE

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022]
A Stock Company
(Herein called the Company)

CERTIFICATE OF INSURANCE

AXIS Insurance Company (the Company) certifies that certain Eligible Persons are [Insured Persons] for the benefits described in this Certificate. This insurance is subject to the eligibility and effective date requirements described in the ELIGIBILITY section of this Certificate.

[DATE YOUR INSURANCE TAKES EFFECT

[Your insurance will take effect on the date shown on this Certificate. [You must be in Active Service and in an Eligible Class on this date.] [If You are not in Active Service, Your insurance will take effect on the day You resume such work.]]

[The date insurance is to take effect might not be a scheduled workday. If so, You will be considered in Active Service on such date if You were in Active Service [on Your last scheduled workday]. [You are considered in Active Service:

- during Your normal vacation time provided by Your Employer;
- during jury duty;
- on any holiday, or day of the weekend; or
- on any day of an excused leave approved by Your Employer.]]

IMPORTANT NOTICE

This Certificate is a summary of the group policy (the "Policy") provisions that affect Your insurance. It is merely evidence of the insurance provided by such Policy for _____ the Policyholder.

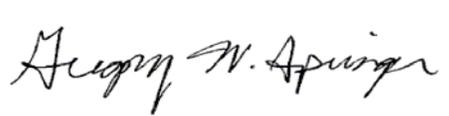
The group Policy is a contract between the Company and the Policyholder. It may be changed or ended without notice to or consent of any [Insured Person]. [The benefits described in this Certificate are provided by Policy number [].] [This Certificate replaces any certificate previously issued by the Company to You under the Policy.] [This Certificate replaces any certificate previously issued by another AXIS Insurance Company to You under that AXIS company's group policy.] [The Company is providing this electronic version of the Certificate at the request of the Policyholder. The Policyholder maintains the Policy, which includes a copy of the Certificate. The Policy is available for You to review and copy. If there is any conflict between the information in this electronic version of the Certificate and the Policy, the Policy will control in all respects.]

[RIGHT TO EXAMINE CERTIFICATE. The Certificate issued to each [Insured Person] can be returned for any reason within [10; 30; 31] days after it is received by the [Insured Person]. The Certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the Certificate will be treated as if it were never issued.]

The President and Secretary of AXIS Insurance Company witness this Certificate.



President



Secretary

**THIS IS LIMITED BENEFIT COVERAGE.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.
PLEASE READ THIS CERTIFICATE CAREFULLY.
[Non-Participating]**

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DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Note: Definitions will vary to ranges displayed within brackets and will be included or omitted depending on coverages selected.

- Accident or Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the [Insured Person] is covered under this Policy.
- [Active Service Actively at Work]** means the [Insured Person] will be considered in Active Service with His Employer on any day that is either of the following:
1. one of the [Employer's] scheduled work days on which the [Employee] is performing His regular duties on a [full-time basis] [part-time basis], either at one of the [Employer's] usual places of business or at some other location to which the [Employer's] business requires the [Employee] to travel; or
 2. a scheduled holiday, vacation day or period of [Employer]-approved paid leave of absence, other than sick leave, only if the [Employee] was in Active Service on the preceding scheduled workday.]

(Include when eligibility is not based on employment)

[The [Member] [Insured Person] is considered in Active Service if He is none of the following:

1. an Inpatient in a Hospital or receiving outpatient care for chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for Sickness or injury; or
3. Totally Disabled.]

[Age] means an [Insured Person's] age for purposes of [initial] premium calculations. It is His Age attained on the later of the first day of the Policy Term and the Coverage Effective Date for Him under this Policy.]

[Annual Re-Enrollment] means a period of time set by the Policyholder and the Company during which [Insured Person] may apply, in writing, for coverage under the Policy, or change coverage if He is currently enrolled.]

[Company] means AXIS Insurance Company.]

Complications of Pregnancy means:

1. Hospital confinement required to treat conditions, such as the following, in a pregnant female [Insured Person]: (1) acute nephritis; (2) nephrosis; (3) cardiac decompensation; (4) HELLP syndrome; (5) uterine rupture; (6) amniotic fluid embolism; (7) chorioamnionitis; (8) fatty liver in pregnancy; (9) septic abortion; (10) placenta accreta; (11) gestational hypertension; (12) puerperal sepsis; (13) peripartum cardiomyopathy; (14) cholestasis in pregnancy; (15) thrombocytopenia in pregnancy; (16) placenta previa; (17) placental abruption; (18) acute cholecystitis and pancreatitis in pregnancy; (19) postpartum hemorrhage; (20) septic pelvic thrombophlebitis; (21) retained placenta; (22) venous air embolus associated with pregnancy; (23) miscarriage; or (24) an emergency c-section required because of: (a) fetal or maternal distress during labor, or (b)

severe pre-eclampsia, or (c) arrest of descent or dilatation, or (d) obstruction of the birth canal by fibroids or ovarian tumors, or (e) necessary because of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that, in the absence of immediate medical attention, will result in placing the life of the mother or fetus in jeopardy. For purposes of this paragraph, a c-section delivery is not considered to be an emergency c-section if it is merely for the convenience of the [Insured Person] and/or Physician or solely due to a previous c-section.

2. Treatment, diagnosis or care for conditions, including the following, in a pregnant female [Insured Person] when the condition was caused by, necessary because of, or aggravated by the pregnancy: (1) hyperthyroidism, (2) hepatitis B or C, (3) HIV (4) Human papilloma virus, (5) abnormal PAP, (6) syphilis, (7) chlamydia, (8) herpes, (9) urinary tract infections, (10) thromboembolism, (11) appendicitis, (12) hypothyroidism, (13) pulmonary embolism, (14) sickle cell disease, (15) tuberculosis, (16) migraine headaches, (17) depression, (18) acute myocarditis, (19) asthma, (20) maternal cytomegalovirus, (21) urolithiasis, (22) DVT prophylaxis, (23) ovarian dermoid tumors, (24) biliary atresia and/or cirrhosis, (25) first trimester adnexal mass, (25) hydatidiform mole or (26) ectopic pregnancy.

[Contributory Plan]	means a plan for which the [Insured Person] pays a portion of the premium.]
[[Core] [Basic Plan]	means the noncontributory plan of benefits provided under this Policy.]
[Coverage Effective Date]	means the date shown on the <i>Schedule of Benefits</i> .]
Covered Accident	means an Accident that results in a [Covered Injury] during the Policy Term.
[Covered Medical Expenses]	means Medically Necessary Outpatient expenses actually incurred by or on behalf of an [Insured Person] for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date of treatment, services or supplies are received for them to be a Covered Medical Expense. A Covered Medical Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. The list of Covered Medical Expenses are included in the Outpatient Accident Medical Benefit.]
[Covered Injury]	means [accidental] bodily [harm] [injury] which is sustained by an [Insured Person] as a direct result of an unintended, unanticipated Covered Accident that is external to the body, occurs while the injured person's coverage under the Policy is in force, and results directly and independently from all other causes from a Covered Accident [(independent of sickness, disease, mental incapacity, bodily infirmity or any other cause)].]
[Deductible]	means the dollar amount of Covered Medical Expenses that must be incurred as an out-of-pocket expense as shown in the <i>Schedule of Benefits</i> before Outpatient Accident Medical Expense Benefits are payable under the Policy.]

[Dependent Child

means the [Primary Insured Person's] [unmarried] child who meets the following requirements.

1. a child from birth to [26] years old;
2. a child who is [26] or more years old but less than [30] years old, enrolled in a school as a full-time student and primarily supported by the [Primary Insured Person]. Coverage will continue during any period between school terms or school years as long as the Company is provided satisfactory proof that He has enrolled for the next following school term or year; or
3. a child who is [26] or more years old, primarily supported by the [Primary Insured Person], and incapable of self-sustaining employment by reason of mental or physical handicap. ~~Proof of the child's condition and dependence must be submitted to the Company within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above.~~ During the first next two years, the Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Company may require proof no more than once a year.

~~]~~A Dependent Child, for purposes of this definition, includes the [Primary Insured Person's]:

1. natural child, including a newborn child;
2. adopted child, beginning on the date of the filing of a petition for adoption if the [Primary Insured Person] applies for coverage within 90 ~~60~~ days after the filing of the petition for adoption. However, coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 90 ~~60~~ days after the birth of the minor. However, in either case, the [Primary Insured Person] has until the next premium due date to apply for coverage if the next premium due date is later than the 90 days. Coverage shall terminate upon the dismissal or denial of a petition for adoption;
3. stepchild who resides with the [Primary Insured Person]; and
4. child for whom the [Primary Insured Person] is legal guardian, as long as the child resides with the [Primary Insured Person] and depends on Him for financial support. Financial support means that the [Primary Insured Person] is eligible to claim the dependent for purposes of Federal and State income tax returns.}]

Each newborn or adopted child who becomes a Dependent Child while the [Primary Insured Person's] insurance is in effect will be an [Insured Person] for 90 days from the date of birth or placement for adoption, or until the next premium due date, whichever is later. Application must be made and the required premium paid for coverage to continue after such period.

[If the [Primary Insured Person] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with Him for at least six consecutive months and intends to reside with Him for an indefinite period of time.]]

[Domestic Partner

means a person who:

- [1. shares the [Primary Insured Person's] permanent residence;]
- [2. has resided with the [Primary Insured Person] continuously for at least [6 months to 2 years] and is expected to reside with the [Primary Insured Person] indefinitely;]
- [3. is financially interdependent with the [Primary Insured Person] [in each] of the following ways:

- [a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;]
 - [b. by owning or leasing their permanent residence as joint tenants;]
 - [c. by naming, or being named by, the [Primary Insured Person] as a beneficiary of life insurance or under a will;] [and]
 - [d. by each agreeing in writing to assume financial responsibility for the welfare of the other.]
- [4. has signed a domestic partner declaration with the [Primary Insured Person], if He resides in a jurisdiction which provides for a domestic partner declaration;]
 - [5. has not signed a domestic partner declaration with any other person within the last [12 to 24]months;]
 - [6. is 18 years of Age or older;]
 - [7. is not legally married to any other person;] and
 - [8. is not a blood relative any closer than would prohibit legal marriage.]

In addition to the above requirements, consent of either party to the domestic partner relationship must not have been obtained by force, duress or fraud.

[A [Primary Insured Person] may insure a domestic partner if all of the following conditions are met:

- 1. the [Primary Insured Person] has not been married to any person within the past 12 months;
- 2. the domestic partner is the only person meeting this Policy's definition of domestic partner with respect to the [Primary Insured Person];
- 3. the [Primary Insured Person] and the domestic partner furnish a [notarized affidavit or signed statement] reflecting these requirements, and an agreement to notify the Company if the requirements cease to be met, on a form acceptable to the Company.]]

[Eligible Class	means the classes listed in the <i>Schedule of Benefits</i> .]
[Eligibility Waiting Period	means the period of time of continuous employment that the [[Primary] Insured Person] must satisfy before coverage under this Certificate is effective.]
[Employee	means, for eligibility purposes, a person working for the [Employer] who is in an Eligible Class as shown in the <i>Schedule of Benefits</i> . [The term does not include employees who work less than [10-45] hours per week for the [Employer].] [The term may include retired employees of the Employer.]]
[Employer	means the [Policyholder] [Subscriber] and any affiliates, subsidiaries or divisions shown in the [Master Application] [Master Policy] [Subscriber Application] covered under this Policy on its effective date, or a later date agreed to by the Company.]
[Family Coverage	means coverage in force under the Policy on a [Primary Insured Person's] Spouse and/or Dependent Children: <ul style="list-style-type: none"> 1. that the [Primary Insured Person] has elected to cover under the Policy; and 2. for whom premium has been paid.]
He, His, Him, You, Yours	refers to any individual, male or female.

[Hospital

an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an inpatient shall be waived.]

[The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. [a Veterans' Administration Hospital or Federal Government Hospital unless the [Insured Person] incurs an expense.]]

[Immediate Family Member

means a person who is related to the [Insured Person] in any of the following ways: Spouse; brother-in-law; sister-in-law; daughter-in-law; mother-in-law; father-in-law; parent; siblings; (includes stepbrother or stepsister); grandparents or child (includes legally adopted or stepchild).]

[Insured Person

means a person in an Eligible Class, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Insured Spouse and/or Insured Dependent Child covered under this Certificate.]]

[Insured Dependent

means a [Primary Insured Person's] [Dependent Child] [or a] [Primary Insured Person's] Spouse], for whom premium is paid while covered under this Certificate.]

[Insured Dependent Child(ren)

means the [Primary Insured Person's] Dependent Child for whom premium is paid while covered under the Certificate.]

[Insured Spouse

means the [Primary Insured Person's] Spouse for whom premium is paid while covered under the Certificate.]

[Inpatient

means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.]

[Medical Emergency

means a condition caused by a Covered Accident that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.]

[Medically Necessary

means a Covered Medical Expense that:

1. is essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and

3. is ordered by a Physician and performed under his care, supervision or order.]

[Nurse

means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

1. the [Insured Person];
2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse; or
3. a member of the same household]

[Other Valid and Collectible Insurance

means group insurance; [automobile medical payments and no-fault insurance;] [individual major medical policies;] coverage provided by a Hospital or medical service organization; union welfare plans; or employer or employee benefits organization; or employer's liability coverage.]

[Physician

means a licensed health care provider [and/or Licensed Therapist] practicing [in the United States] within the scope of His license and rendering care and treatment to the [Insured Person] that is appropriate for the condition and locality, and who is not:

1. the [Insured Person];
2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse;
3. member of the same household;
4. a person employed or retained by [the Policyholder][Subscriber];
or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]]

[Plan Year

means the time period defined in the *Schedule of Benefits*. The initial Plan Year may be less than 1 year (12 months). Subsequent Plan Years will be a full 12 month time period. [Insured Dependents will have the same Plan Year as the Primary Insured Person.]

[Policy Effective Date

means the date the Policy takes effect for the Policyholder.]

[Policyholder

means the entity, named on the Policy's face page, to which the Company issues the Policy.]

[Primary Insured Person

means a person in an Eligible Class, as defined in the *Schedule of Benefits*, for whom, other than an Insured Spouse or Insured Dependent (*Included only when the Insured Person pays any portion of the premium*) [an enrollment form has been accepted by the Company and] required premium has been paid when due and for whom coverage under the Policy remains in force.]

[Prior Plan

means a group insurance policy issued to the [Policyholder] [Employer] [Subscriber] and in force immediately prior to the Policy Effective Date, and which provided similar benefits to this Policy.]

[Sickness

means an illness or disease which requires treatment by a Physician.]

[Schedule of Benefits

means the *Schedule of Benefits* in this Certificate.]

[Spouse

means the [Primary Insured Person's] lawful spouse.] [The term Spouse will include [Domestic Partner as permitted or required by law].]

[Subscriber	means any participating [organization, etc.] that [is affiliated with the Policyholder and] subscribes to the insurance plan provided by this Policy.]
[Usual and Customary Charge(s)	means the average amount charged by most providers for treatment, service or supply provided.]
We, Us, Our	means AXIS Insurance Company and its duly authorized agents.
You, Your	means the person to whom this Certificate is issued.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

[Policy Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the [Policyholder's] application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown in the *Schedule of Benefits* [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

[Subscriber Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the Subscriber's application, subscription agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the date of Subscriber's Participation [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

Eligibility

A [Primary Insured Person] becomes eligible for insurance under this Certificate on the date He meets all of the requirements of one of the Eligible Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* [and is an [Insured Person] under the Core Plan]. [A Spouse and Dependent Children of an eligible [Primary Insured Person] becomes eligible for any dependent insurance provided by this Certificate on the later of the date the [Primary Insured Person] [becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the General Definitions section of this Certificate.] [No person may be eligible for insurance under this Certificate as both a [Primary Insured Person] and a Spouse or Dependent Child at the same time.]

[If Non-Contributory]

[No enrollment is required if a person is not required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. [the first day of the month following] the date the person becomes a member of an Eligible Class after the Eligibility Waiting Period has been met;
3. the date for which the first premium for the person's coverage is paid; and
4. the Coverage Effective Date shown in the *Schedule of Benefits*.]

[If Contributory]

[A person is required to enroll for coverage for which He is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. [the first day of the month following] the date the person's enrollment form is received by the Company[, if such date is within [31-90] days of the date He becomes a member of an Eligible Class];
2. the date for which the first premium for the person's coverage is paid;
3. the Coverage Effective Date shown in the *Schedule of Benefits*, provided premium for such person is paid; and
4. the Policy Effective Date.]

[Requirements for insuring Spouse or Dependent Child(ren) on Contributory Plans

1. a [Primary Insured Person] must request insurance in writing for each Spouse or Dependent Child and pay the required premium;]
2. Evidence of Insurability must be provided for each Spouse or Dependent Child;][and]
3. if approved, the [Primary Insured Person] must still be covered under the Policy on the date stated in writing by the Company.]

[Each newborn or adopted child who becomes a Dependent Child while the [Primary Insured Person's] insurance is in effect will be an [Insured Person] for 90 days from the date of birth or placement for adoption, or until the next premium due date, whichever is later. Application must be made and the required premium paid for coverage to continue after the 90-day-such period.]

[DEFERRED EFFECTIVE DATE

[Active Service

The effective date of insurance will be deferred for any [Primary Insured Person] [or any Spouse or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date the person returns to Active Service or the date coverage would otherwise have become effective.]

[Late Enrollment

If application for insurance is not made within [30-90] days of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the applicant will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of the date the Company approves the enrollment form and receives required premium, and the [date coverage would otherwise have become effective] [first of the month following the Company's approval].]

[Replacement Coverage

[A [Primary Insured Person] [and any Spouse and Dependent Children] who was covered under a Prior Plan and who is not in Active Service on the Policy Effective Date [or the Subscriber's participation date] as shown in the *Schedule of Benefits* of this Certificate will be insured on that date for the lesser of:

1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
2. the amount of coverage provided under this Certificate.

If the amount of coverage otherwise provided by this Certificate is greater than the amount provided under the Prior Plan, the greater amount will become effective on the [first day of the month on or after, or first day of the [Calendar] [Plan] Year on or after or date] the [Primary Insured Person], [Spouse or Dependent Child] returns to Active Service.]

Include this paragraph if contributions are required toward the cost of coverage:

[If a [Primary Insured Person] is required to contribute to the cost of any portion of His [or His Spouse's or Dependent Child(ren)'s] insurance and is not in Active Service on the effective date of [the Subscriber's participation under] the Policy, coverage will terminate [31] days after the [Primary Insured Person] returns to Active Service unless He submits an enrollment form and the required initial premium. If the [Primary Insured Person] selects the amount of benefit for which He is required to pay premium for Himself [or any Insured Dependents], the amount in effect under this provision will be the lesser of the amount provided under the Prior Plan and the smallest amount He may select under the Policy.]

[Annual Re-Enrollment

[A [Primary Insured Person] currently covered under [the voluntary portion of] the Policy, and a person who is eligible but has not previously enrolled, may increase or become an [Insured Person] for coverage under this Certificate during an Annual Re-enrollment Period as agreed to by the Company and the [Policyholder]. A [Primary Insured Person] under the Policy may also elect or increase coverage for His Eligible Dependents.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the Active Service section of the Deferred Effective Date provision,] on [the Policy Anniversary following, or first day of the month following] the date the Company receives a request and any required premium payment.]

[Life Status Change

A Life Status Change is an event that the [Policyholder] determines qualifies a [Primary Insured Person] to [elect or] increase Benefits provided under this Certificate [for Himself and/or His Spouse and Dependent Children]. [Any change in benefit elections must be made within [31] days of a Life Status Change.]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase His benefits under the Policy include:

- [1. marriage;]
- [2. loss of a Spouse, whether by death, divorce, annulment or legal separation;]
- [3. birth or adoption of a child, or acquiring a child through marriage;] [and]
- [4. an increase in cost or a significant reduction or loss of group benefits provided by a Spouse's Plan].]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase benefits under the Policy for His Spouse and Dependent Children include:

- [1. marriage];
- [2. birth or adoption of a child, or acquiring a child through marriage]; and
- [3. a significant reduction, increase in cost or loss of group benefits provided by a Spouse's Plan].

[Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [first of the month following the Life Status Change] [first day of the month following the] date the [Primary Insured Person] applies and agrees to make required contributions.]

[The [Policyholder] should seek advice of its tax advisors if [Insured Persons] may contribute to the cost of any insurance provided by this Certificate with earnings not subject to Federal Income Tax. The Company cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

Include when policy is issued to an employer/employee group:

[Effective Date of Changes

Any increase or decrease in the amount of insurance for the [Insured Person] resulting from a change in benefits provided by the Policy or a change in the [Insured Person's] covered class will take effect on the date of such change.

[Increases will take effect subject to any Active Service requirement.]]

DATE [EMPLOYEE] INSURANCE ENDS

[Primary Insured Person's] Termination Date;

A [Primary Insured Person's] coverage under the Policy will end on the earliest of the following dates:

1. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in the Certificate);
2. [at the end of the month following] the date the [Primary Insured Person] ceases to be a member of an Eligible Class;
3. the date the Policy terminates;
4. the date of the [Insured Person's] [60th-100th] birthday;
- [5. [the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [6. [the last day of the month in which the [Primary Insured Person] fails to pay when due any Contribution;]
- [7. the date the [Primary Insured Person] notifies the Company in writing to discontinue His coverage;][or]
- [8. the date the [Primary Insured Person] employer ceases to be a participating Employer.]]

[Insured Dependent's Termination Date

An Insured Dependent's coverage under the Policy ends on the earliest of the following dates:

1. [at the end of the month following] the date the [Primary Insured Person's] coverage under the Policy ends;
2. [at the end of the month following] the date the person ceases to qualify as an Insured Dependent;
3. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in this Certificate);
4. [at the end of the month following] the date the Insured Dependent is no longer eligible for dependent coverage;
5. the date dependent coverage is no longer provided by the Policy;
- [6. the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [7. the last day of the month in which the [Insured Person] fails to pay when due, any contribution;]
- [8. the date the [Insured Person] notifies the Company in writing to discontinue His Dependent coverage;]
9. the date the coverage terminates; or
10. the date the Policy terminates.]

[Reinstatement of Insurance

If insurance ends because the [Primary Insured Person] ceases to be eligible for coverage as defined in this Certificate, coverage may be reinstated and no additional waiting period will apply if, within 6 months after the date the insurance ends, the [Insured Person] becomes a member of an Eligible Class.]

[Exceptions to Termination of Insurance

If the [Insured Person] terminates Active Service and if premium payments for His coverage are made when due, He may be considered to be in Active Service, subject to the conditions set forth below:

- [1. If the [Primary Insured Person] terminates Active Service due to temporary lay-off or leave of absence, coverage may be continued until the earliest of the following dates:
 - a. the date the Policyholder ceases to pay the [Primary Insured Person's] premiums, or otherwise terminates the insurance; or
 - b. [3 months from] the date the [Primary Insured Person] ceases to be in Active Service; or
 - c. the date the Policy terminates.]
- [2. If the [Primary Insured Person] terminates Active Service due to injury or Sickness, coverage under the Policy may be continued in accordance with the Continuation of Insurance provision.] [However, if the [Primary Insured Person] is not eligible for continuance under the Continuation of Insurance provision and is no longer in Active Service due to injury or Sickness, then the longest they can be covered is for [12] months unless age [65] or older.]
- [3. If the [Primary Insured Person] terminates Active Service due to retirement, coverage under the Policy may be continued provided:
 - a. the [Policyholder] has elected retiree coverage; and
 - b. the [Primary Insured Person] meets the [Policyholder's] definition of retired.]]

[Continuation of Insurance for Insured Dependents when a [Primary Insured Person] Dies

The Company will continue insurance under this Certificate for a Spouse [and Dependent Children] of a [Primary Insured Person] who dies, without payment of premium for [12-60] months] [or to age [60-85]]. The Spouse [and Dependent Children]: (a) must have been insured under this Certificate on the date the [Primary Insured Person] died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of [the 18th month and] the date the Spouse [or any Dependent Child] ceases to meet all other requirements for eligibility or the Policy terminates.]

[Continuation for [Layoff, Leave of Absence or Family Medical Leave]

Insurance for a [Primary Insured Person] [and Insured Dependents] may be continued until the earliest of the following dates if: (a) a [Primary Insured Person] is on [a temporary layoff] [an Employer-approved leave of absence][or an Employer-approved family medical leave]; and (b) required premium contributions are paid when due.

1. for a layoff, [[6 months] after] the end of the month in which the layoff begins;]
2. for an Employer-approved leave of absence: [[6 months after] the end of the month after the month in which the leave begins;] [and]
3. for an Employer-approved family medical leave [12-52] weeks in a consecutive 12-month period.]]

[Such continuation will [run concurrently with] [precede] a continuation during any other leave.]

[Continuation for Military Service

If a [Primary Insured Person] begins a leave of absence to serve in the armed forces, insurance for the [Primary Insured Person] [and His Insured Dependents] will continue until the earliest of the following dates, if the required premium is paid:

1. 18 months; and
2. the day the [Primary Insured Person] fails to return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when coverage is continued under this provision:

1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
2. [any Active Service requirement will be waived;] [and]
3. the [Primary Insured Person] will be given credit for the time He was covered under this Certificate prior to the leave.

If a [Primary Insured Person] does not continue coverage for Himself [and His Insured Dependents] during such leave and returns to work:

1. the [Primary Insured Person] [and His Dependents] will be covered on the date the [Primary Insured Person] returns to work from the leave. The [Primary Insured Person] must return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994;
2. any portion of an eligibility waiting period that has not been completed will not be credited during the [Primary Insured Person's] leave.]

[Continuation of Insurance

If the [Primary Insured Person's] Active Service ends for any reason, other than termination of employment for gross misconduct, insurance for a [Primary Insured Person] will continue, if the required premium is paid, until the earliest of the following dates:

1. the 18-month period following the [Primary Insured Person's] last day of full-time work;
2. for an Insured Dependent, the date the dependent is no longer eligible;] or
3. the date the Policy terminates.

Any change in benefits that occurs during a period of continuation will apply on the date the [Primary Insured Person] returns to Active Service.]

ADMINISTRATIVE PROVISIONS

[Cancellation

The Company or the [Policyholder] may cancel this Policy, [after the [first year] [or] [Policy Term] [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written [or authorized electronic] notice. Any premium rate guarantee will not affect the Company's or the [Policyholder's] right to cancel this Policy. Such cancellation terminates all coverage under this Certificate.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim when the loss for which the claim is payable occurs before the cancellation date.]

All Certificates under this Policy will terminate on the same date as the Policy.

[Premiums

(Will be included when coverage is contributory)

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for coverage under this Certificate will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect for [Insured Persons] and the premium mode selected, as shown in the *Schedule of Benefits*. [The Company will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder [and/or any affected Subscribers].]

[Premium Payment

(Will be included when coverage is contributory)

[1. Policyholder

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*.] unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[2. Subscriber

The total premium paid by the Subscriber is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered; including any amount contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Subscriber's effective date of participation under this Policy [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*] unless the Subscriber and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, the Subscriber's participation under the Policy will be terminated as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[Grace Period

(Will be included when coverage is contributory)

A grace period of [31-180] days will be provided for the payment of any premium due after the first. During the Grace period, coverage under this Certificate shall continue in force, unless the [Policyholder] [Insured Person] has given written notice of discontinuance in advance of the Premium Due date and in accordance with the terms of the Policy. If the required premium is not paid during the Grace Period,

coverage will terminate on the last day of the Grace Period. [The [Policyholder] will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.]]

[Optional, i.e. Will not be included in non-renewable cases:]

[Premium Rate Changes

The Company may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31] days advance notice mailed to the last known address of the [Policyholder]. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term [or during any applicable Premium Rate Guarantee Period] if any one of the following occurs:

1. the terms of this Policy change;
2. the number of [Insured Persons] [or] [Eligible Persons for coverage] increases or decreases by more than [10%-25%] since the later of the Policy Effective Date and the date of the last renewal of the Policy;]
- [3. coverage is reinstated following failure to pay premium during the Grace Period;]
- [4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [10%-25%] or more the number of [Eligible Person] [Insured Persons];]
- [5. a change in [Insured Persons] [or Eligible Persons to be covered] which would, on a manual rate basis, require a change of [10%-100%] or more in the premium rate;]
- [6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under the Policy;]
- [7. the ratio of incurred claims to earned premiums since [the later of the Policy Effective Date and the last renewal date] exceeds [50%-100%]; [or] [the state permissible loss ratio];]
- [8. the [Policyholder] fails to provide sufficient information, as required by the Company, to confirm adequacy of premiums and rates currently being paid;] [or]
- [9. any [facultative] reinsurance obtained by the Company in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by [10%-50%] or more, or the Company retention increases by [10%-50%] or more.]

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.]

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

GENERAL PROVISIONS

Addition of New [Employees/Members]

All [Employees/Members] added to the Eligible Class(es) in the *Schedule of Benefits* are eligible for insurance under the group Policy.

Entire Contract; Changes

The Policy, [the master application] and any attached papers make up the entire contract between the Policyholder and the Company. [In the absence of fraud,] all statements made by the Policyholder or any [Insured Person] will be considered representations and not warranties. No written statement made by an [Insured Person] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] or, in the event of the death or incapacity of the [Insured Person], to His beneficiary or personal representative.

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

If an enrollment form for an [Insured Person] is required, it may also be made a part of the Policy at the Company's option.

[Certificates

Where required by law, the Company will provide a Certificate of insurance for delivery to the [Insured Person]. Each Certificate will set forth a statement as to the insurance coverage to which the [Insured Person] is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one Certificate to each family unit.]

Incontestability

After an [Insured Person] has been insured under the Policy for two years during His lifetime, no statement made by the [Insured Person], except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the [Insured Person] and a copy is given to the Policyholder, the [Insured Person] or the beneficiary.

[[30 Day] Right to Examine Certificate

(Included when the Insured Person pays any part of the premium)

If the [Primary Insured Person] does not like the Certificate for any reason, it may be returned to the Company within [30] days after receipt. The Company will return any premium that has been paid. In that case the Certificate will be void as if it had never been issued.]

Clerical Error

Clerical error, whether by the Policyholder or the Company, will not void the insurance of any [Insured Person] if that insurance would otherwise have been in effect nor extend the insurance of any [Insured Person] if that insurance would otherwise have ended or been reduced as provided in the Policy.

Conformity with State Statutes

Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Misstatement of Fact

If the [Policyholder] [or Insured Person] has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased ,had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Policy Changes

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. The Company may agree with the [Policyholder] to modify a plan of benefits without the [Insured Person's] consent.

[Subscriber Participation Under This Policy

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by the Company.]

Workers' Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Legal Actions

No action at law or in equity may be brought to recover on the Policy prior to the expiration of [60] days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Assignment

[An [Insured Person] may not assign any of His rights, privileges or benefits under the Policy.] [An [Insured Person] may assign all of His rights, privileges and benefits under the Policy without the consent of His designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]

Physical Examination and Autopsy

The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.

CLAIMS PROVISIONS

Notice of Claim

Written notice of claim must be given to the Company within [20-90] days after an [Insured Person's] loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company, with information sufficient to identify the [Insured Person], is deemed notice to the Company.

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within [15] days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the [Insured Person's] name, the Policyholder's name and the Policy number.

Proof of Loss

Written proof of loss must be furnished to the Company within [90] days after the date of the loss. ~~In the case of a claim for loss of time for disability, written proof of such loss must be furnished within [30] days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require.~~ Failure to furnish proof within the time required neither invalidates nor reduces 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 of the claimant, later than 1 year from the time proof is otherwise required.

Payment of Claims

Upon receipt of due written proof of loss, payments for all losses, will be made to (or on behalf of, if applicable) the [Insured Person] suffering the loss. If an [Insured Person] dies before all payments due have been made, the amount still payable will be paid to [the first surviving class of the following classes of persons:

1. Spouse;
2. child or children;
3. parents;
4. siblings; or
5. estate of the [Insured Person].]

[the estate of the [Insured Person].]

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to [a parent, guardian, or other person actually supporting Him] [the legal guardian of the payee's property]. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss, ~~other than loss for which the Policy provides any periodic payment,~~ will be paid immediately upon the Company's receipt of due written proof of the loss. ~~Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.~~

[Payment of Claims to Foreign Employees

The [Policyholder] may, in a fiduciary capacity, receive and hold any benefits payable to an [Insured Person] whose place of employment is other than:

- [1) The United States of America
- 2) Puerto Rico; [or]
- 3) The Dominion of Canada]

[The Company will not be responsible for the application or disposition by the [Policyholder] of any such benefits paid. The Company's payments to the [Policyholder] will constitute a full discharge of the Company's liability for those payments under the Policy.]]

[ERISA Claims

The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Security Act of 1974 as amended (ERISA). The Policyholder designates the Company, or a person or persons which the Company designates, as the claims fiduciary of this plan and gives the Company, or its designee, the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and the Company's designation and authority as claims fiduciary.]

Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

DESCRIPTION OF BENEFITS

This Description of Benefits section describes the Benefits provided by this Policy. Benefit amounts, benefit periods, [any applicable aggregate] [and] [benefit-specific maximums] are shown in the *Schedule of Benefits*. Please read these and the Limitations and Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

The Company will pay the Benefit Amount for any one of the [Covered Losses] listed below, subject to all applicable conditions and exclusions, if the [Insured Person] suffers a Loss [within the applicable time period specified in the *Schedule of Benefits*.]

[If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Loss for which the largest benefit is payable.] or [If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum.]

Schedule of Losses

<u>Loss</u>	<u>Benefit Amount</u>
Life	[0-100%] of the Principal Sum
Two or more Members	[0-100%] of the Principal Sum
One Member	[0-100%] of the Principal Sum
Thumb and Index Finger of the Same Hand	[0-100%] of the Principal Sum
Four Fingers of the Same Hand	[0-100%] of the Principal Sum

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” or “Loss of Four Fingers of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

OUTPATIENT ACCIDENT MEDICAL EXPENSE BENEFITS

BENEFIT PAYMENTS ARE PAYABLE AT THE APPLICABLE BENEFIT AMOUNT RATE AND ARE SUBJECT TO THE [DEDUCTIBLE,] BENEFIT MAXIMUM, FIRST EXPENSE INCURRAL PERIOD AND MAXIMUM BENEFIT PERIOD STATED IN THE *SCHEDULE OF BENEFITS*.

The Company will pay Outpatient Accident Medical Expense Benefit amount for the Covered Medical Expenses listed below that result directly, and from no other cause, from a Covered Injury.

Outpatient Accident Medical Expense Benefits are only payable:

1. when Covered Medical Expenses incurred exceed any applicable Deductible specified in the *Schedule of Benefits*;
2. as long as the first Covered Medical Expense has been incurred within the number of days specified in the *Schedule of Benefits*;
3. until the Maximum Benefit Period shown in the *Schedule of Benefits* has expired;
4. until Benefits paid equal the Benefit Maximum shown in the *Schedule of Benefits*.

No benefits will be paid for any Covered Medical Expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses

1. Medical Emergency care (room and supplies) expenses: including the attending Physician's charges, x-rays, laboratory procedures and use of the emergency room and supplies.
2. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Covered Accident.
3. Ambulance expenses for transportation from the emergency site to the Hospital.
4. Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to a person in the absence of the Covered Injury. No benefits will be paid for rental charges in excess of the purchase price.
5. Prescription drug expenses (for Covered Injuries only) prescribed by a Physician and administered on an Outpatient basis.
6. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an Insured Person. The Company will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
7. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Excluded Expenses

In addition to the Common Exclusions, The Company will not pay Outpatient Accident Medical Expense Benefits for any Covered Medical Expense, treatment or services resulting from or contributed to by:

1. treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances;
2. treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis;
3. osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness;
4. detached retina unless caused by a Covered Accident;
5. mental disorder or psychological or psychiatric care or treatment whether or not caused by a Covered Accident;
6. pregnancy, childbirth, ~~miscarriage~~, abortion or any complications of any of these conditions, except that Complications of Pregnancy shall not be excluded if the result of a Covered Injury;
7. mental and nervous disorders;
8. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment;
9. expenses incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial disorders;
10. injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits, including any insurance policy that provides benefits to the [Insured Person] for injuries resulting from an occupational accident, or while engaging in activity for monetary gain from sources other than the [Policyholder].
11. all surgery including cosmetic and elective surgery;
12. any elective treatment, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States;
13. eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
14. expenses payable by any automobile insurance policy without regard to fault;
15. conditions that are not caused by a Covered Accident; or
16. any treatment, service or supply not specifically covered by the [Policy] [Certificate].
- [17. injuries paid under medical payment coverage or no-fault coverage contained in an automobile insurance policy or liability insurance policy.]

LIMITATIONS

[Credit for the Deductible

For the [Calendar][Plan] year in which such person becomes insured, the Deductible will be reduced by the covered charges which were:

- incurred while insured by the Prior Plan, and
- used to satisfy the Deductible for that plan for the same year.]

[Plan][Calendar] Year Maximum

The Maximum Benefit will be reduced by amounts that the [Insured Person] received (or is entitled to receive) for from Prior Plan, provided that such Prior Plan would have covered substantially the same time period as the initial Plan Year, had the Prior Plan not been cancelled.

COMMON EXCLUSIONS

[In addition to any benefit or coverage specific exclusion,] benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following [unless coverage is specifically provided for by name in the Description of Benefits section]:

(Each of the following Exclusions will be included or deleted as agreed upon between the Company and the Policyholder/Subscriber and numbers will be adjusted accordingly.)

- [1. Intentionally self-inflicted injury, suicide or any attempt while sane or insane];
- [2. Commission or attempt to commit a felony or an assault];
- [3. Commission of or active participation in a riot or insurrection];
- [4. Declared or undeclared war or act of war];
- [5. Release, [whether or not accidental, or by any person unlawfully or intentionally], of nuclear energy or radiation, including sickness or disease resulting from such release];
- [6. An injury or sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];
- [7. Flight in, boarding or alighting from an Aircraft except as a fare-paying passenger on a regularly scheduled commercial or charter airline];
- [8. Travel in any aircraft owned, leased or controlled by the [Policyholder][Subscriber], or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the [Policyholder; Subscriber] if the Aircraft may be used as the [Policyholder][Subscriber] wishes for more than [10] straight days, or more than [15] days in any year];
- [9. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage];
- [10. [Medical] [or] [surgical treatment,] [diagnostic procedure,] [administration of anesthesia,] [or] [medical mishap or negligence], [including malpractice] [unless it occurs during treatment of injuries sustained in a Covered Injury];
- [11. The [Insured Person's] intoxication. The [Insured Person] is conclusively deemed to be intoxicated if the level in his blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officers report, or similar items will be considered proof of the [Insured Person's] intoxication];
- [12. Aggravation or re-injury of a prior injury the [Insured Person] suffered prior to His Coverage Effective Date, unless the Company receives a written medical release from the [Insured Person's] Physician];
- [13. Sickness, disease or any bacterial infection, except one that results from an Accidental cut or wound, or pyogenic infections that result from Accidental ingestion of contaminated substances.]

[In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by the [Policyholder][Subscriber];
2. living in the [Insured Person's] household;
3. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] spouse;
4. the [Insured Person]].

CONSUMER INFORMATION NOTICE

The Insurance Company may be contacted at:

Axis Insurance Company
[Admin. Office: 1 University Square Drive, Suite 200
Princeton, NJ 08540
1-800-123-4567]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134 or (501) 371-2640]

State: Arkansas **Filing Company:** Axis Insurance Company
TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only
Product Name: Group Outpatient Accident
Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/14/2012	Form	Certificate	09/24/2012	T-GOA-002-0112-AR Certificate.pdf (Superseded)
09/14/2012	Supporting Document	Flesch Certification	09/24/2012	Readability-Certification-AR.pdf (Superseded)
09/14/2012	Supporting Document	List of Forms	09/24/2012	list of forms-GOA-AR.pdf (Superseded)
09/14/2012	Supporting Document	Statement of Variable Language	09/24/2012	Statement of Variable Language-GOA-AR.pdf (Superseded)

[LOGO]

GROUP ACCIDENT INSURANCE CERTIFICATE

Underwritten by:
AXIS INSURANCE COMPANY
[11680 Great Oaks Way, Suite 500, Alpharetta, GA 30022]
A Stock Company
(Herein called the Company)

CERTIFICATE OF INSURANCE

AXIS Insurance Company (the Company) certifies that certain Eligible Persons are [Insured Persons] for the benefits described in this Certificate. This insurance is subject to the eligibility and effective date requirements described in the ELIGIBILITY section of this Certificate.

[DATE YOUR INSURANCE TAKES EFFECT

[Your insurance will take effect on the date shown on this Certificate. [You must be in Active Service and in an Eligible Class on this date.] [If You are not in Active Service, Your insurance will take effect on the day You resume such work.]]

[The date insurance is to take effect might not be a scheduled workday. If so, You will be considered in Active Service on such date if You were in Active Service [on Your last scheduled workday]. [You are considered in Active Service:

- during Your normal vacation time provided by Your Employer;
- during jury duty;
- on any holiday, or day of the weekend; or
- on any day of an excused leave approved by Your Employer.]]

IMPORTANT NOTICE

This Certificate is a summary of the group policy (the "Policy") provisions that affect Your insurance. It is merely evidence of the insurance provided by such Policy for _____ the Policyholder.

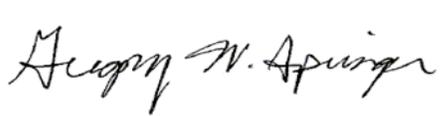
The group Policy is a contract between the Company and the Policyholder. It may be changed or ended without notice to or consent of any [Insured Person]. [The benefits described in this Certificate are provided by Policy number [].] [This Certificate replaces any certificate previously issued by the Company to You under the Policy.] [This Certificate replaces any certificate previously issued by another AXIS Insurance Company to You under that AXIS company's group policy.] [The Company is providing this electronic version of the Certificate at the request of the Policyholder. The Policyholder maintains the Policy, which includes a copy of the Certificate. The Policy is available for You to review and copy. If there is any conflict between the information in this electronic version of the Certificate and the Policy, the Policy will control in all respects.]

[RIGHT TO EXAMINE CERTIFICATE. The Certificate issued to each [Insured Person] can be returned for any reason within [10; 30; 31] days after it is received by the [Insured Person]. The Certificate should be returned by mail or in person to the Company. Any premium paid will be refunded and the Certificate will be treated as if it were never issued.]

The President and Secretary of AXIS Insurance Company witness this Certificate.



President



Secretary

**THIS IS LIMITED BENEFIT COVERAGE.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.
PLEASE READ THIS CERTIFICATE CAREFULLY.
[Non-Participating]**

CERTIFICATE INDEX

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[Class 3 Principal Sum: [\$1,000-\$15,000]]

Time Period for Loss: [0-365] days from the date of a Covered Accident

[Age Reduction Schedule

The benefit amount payable will be reduced if an [Insured Person] is age [70] or older on the date of the Covered Accident. The benefit amount payable is a percentage of the amount that would otherwise be payable, as shown below.

Age on date of Covered Accident	Percentage of Benefit Amount otherwise payable
[70-74	[20%-100%]
75-79	[20%-100%]
80 and older]	[20%-100%]]

[Premium for an [Insured Person] age [70] or older is based on 100% of the coverage that would be in effect if the [Insured Person] were under age [70]. "Age" as used above refers to the age of the [Insured Person] on His most recent birthday.]

[The Age Reduction only applies to the Accidental Death and Dismemberment Benefits.]
[The Age Reduction applies to all covered Benefits.]

Outpatient Accident Medical Expense Benefits

Benefit Maximum: [\$500-\$50,000] [per Insured Person] per [Plan Year: Covered Accident]

First Expense
Incurral Period: [24-96 hours] [1-90] days of the Covered Accident

[Deductible: [\$0-\$5,000] [per Insured Person] per [Covered Accident: Plan Year]]

Benefit Amount: [60%-100%] of the Usual and Customary Charges

Maximum Benefit Period: [30-730] days from the date of the Covered Accident

DEFINITIONS

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

Note: Definitions will vary to ranges displayed within brackets and will be included or omitted depending on coverages selected.

Accident or Accidental	means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the [Insured Person] is covered under this Policy.
[Active Service Actively at Work]	<p>means the [Insured Person] will be considered in Active Service with His Employer on any day that is either of the following:</p> <ol style="list-style-type: none">1. one of the [Employer's] scheduled work days on which the [Employee] is performing His regular duties on a [full-time basis] [part-time basis], either at one of the [Employer's] usual places of business or at some other location to which the [Employer's] business requires the [Employee] to travel; or2. a scheduled holiday, vacation day or period of [Employer]-approved paid leave of absence, other than sick leave, only if the [Employee] was in Active Service on the preceding scheduled workday.] <p><i>(Include when eligibility is not based on employment)</i></p> <p>[The [Member] [Insured Person] is considered in Active Service if He is none of the following:</p> <ol style="list-style-type: none">1. an Inpatient in a Hospital or receiving outpatient care for chemotherapy or radiation therapy;2. confined at home under the care of a Physician for Sickness or injury; or3. Totally Disabled.]
[Age]	means an [Insured Person's] age for purposes of [initial] premium calculations. It is His Age attained on the later of the first day of the Policy Term and the Coverage Effective Date for Him under this Policy.]
[Annual Re-Enrollment]	means a period of time set by the Policyholder and the Company during which [Insured Person] may apply, in writing, for coverage under the Policy, or change coverage if He is currently enrolled.]
[Company]	means AXIS Insurance Company.]
[Contributory Plan]	means a plan for which the [Insured Person] pays a portion of the premium.]
[[Core] [Basic Plan]	means the noncontributory plan of benefits provided under this Policy.]
[Coverage Effective Date]	means the date shown on the <i>Schedule of Benefits.</i>]
Covered Accident	means an Accident that results in a [Covered Injury] during the Policy Term.

[Covered Medical Expenses] means Medically Necessary Outpatient expenses actually incurred by or on behalf of an **[Insured Person]** for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date of treatment, services or supplies are received for them to be a Covered Medical Expense. A Covered Medical Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. The list of Covered Medical Expenses are included in the Outpatient Accident Medical Benefit.]

[Covered Injury] means **[accidental]** bodily **[harm]** **[injury]** which is sustained by an **[Insured Person]** as a direct result of an unintended, unanticipated Covered Accident that is external to the body, occurs while the injured person's coverage under the Policy is in force, and results directly and independently from all other causes from a Covered Accident **[(independent of sickness, disease, mental incapacity, bodily infirmity or any other cause)].**

[Deductible] means the dollar amount of Covered Medical Expenses that must be incurred as an out-of-pocket expense as shown in the *Schedule of Benefits* before Outpatient Accident Medical Expense Benefits are payable under the Policy.]

[Dependent Child] means the **[Primary Insured Person's]** **[unmarried]** child who meets the following requirements.

1. a child from birth to **[26]** years old;
2. a child who is **[26]** or more years old but less than **[30]** years old, enrolled in a school as a full-time student and primarily supported by the **[Primary Insured Person]**. Coverage will continue during any period between school terms or school years as long as the Company is provided satisfactory proof that He has enrolled for the next following school term or year; or
3. a child who is **[26]** or more years old, primarily supported by the **[Primary Insured Person]**, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Company within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, the Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Company may require proof no more than once a year.

[A Dependent Child, for purposes of this definition, includes the **[Primary Insured Person's]:**

1. natural child;
2. adopted child, beginning on the date of the filing of a petition for adoption if the **[Primary Insured Person]** applies for coverage within 60 days after the filing of the petition for adoption. However, coverage shall begin from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the minor. Coverage shall terminate upon the dismissal or denial of a petition for adoption;
3. stepchild who resides with the **[Primary Insured Person]**; and
4. child for whom the **[Primary Insured Person]** is legal guardian, as long as the child resides with the **[Primary Insured Person]** and depends on Him for financial support. Financial support means that

the [Primary Insured Person] is eligible to claim the dependent for purposes of Federal and State income tax returns.]

[If the [Primary Insured Person] who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with Him for at least six consecutive months and intends to reside with Him for an indefinite period of time.]]

[Domestic Partner

means a person who:

- [1. shares the [Primary Insured Person's] permanent residence;]
- [2. has resided with the [Primary Insured Person] continuously for at least [6 months to 2 years] and is expected to reside with the [Primary Insured Person] indefinitely;]
- [3. is financially interdependent with the [Primary Insured Person] [in each] of the following ways:
 - [a. by holding one or more credit or bank accounts, including a checking account, as joint accountholders;]
 - [b. by owning or leasing their permanent residence as joint tenants;]
 - [c. by naming, or being named by, the [Primary Insured Person] as a beneficiary of life insurance or under a will;] [and]
 - [d. by each agreeing in writing to assume financial responsibility for the welfare of the other.]
- [4. has signed a domestic partner declaration with the [Primary Insured Person], if He resides in a jurisdiction which provides for a domestic partner declaration;]
- [5. has not signed a domestic partner declaration with any other person within the last [12 to 24]months;]
- [6. is 18 years of Age or older;]
- [7. is not legally married to any other person;] and
- [8. is not a blood relative any closer than would prohibit legal marriage.]

In addition to the above requirements, consent of either party to the domestic partner relationship must not have been obtained by force, duress or fraud.

[A [Primary Insured Person] may insure a domestic partner if all of the following conditions are met:

1. the [Primary Insured Person] has not been married to any person within the past 12 months;
2. the domestic partner is the only person meeting this Policy's definition of domestic partner with respect to the [Primary Insured Person];
3. the [Primary Insured Person] and the domestic partner furnish a [notarized affidavit or signed statement] reflecting these requirements, and an agreement to notify the Company if the requirements cease to be met, on a form acceptable to the Company.]]

[Eligible Class

means the classes listed in the *Schedule of Benefits*.]

[Eligibility Waiting Period

means the period of time of continuous employment that the [[Primary] Insured Person] must satisfy before coverage under this Certificate is effective.]

[Employee

means, for eligibility purposes, a person working for the [Employer] who is in an Eligible Class as shown in the *Schedule of Benefits*. [The term does not include employees who work less than [10-45] hours per week

for the [Employer].] [The term may include retired employees of the Employer.]

[Employer] means the [Policyholder] [Subscriber] and any affiliates, subsidiaries or divisions shown in the [Master Application] [Master Policy] [Subscriber Application] covered under this Policy on its effective date, or a later date agreed to by the Company.]

[Family Coverage] means coverage in force under the Policy on a [Primary Insured Person's] Spouse and/or Dependent Children:
1. that the [Primary Insured Person] has elected to cover under the Policy; and
2. for whom premium has been paid.]

He, His, Him, You, Yours refers to any individual, male or female.

[Hospital] an institution that meets all of the following:
1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an inpatient shall be waived.]

[The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. [a Veterans' Administration Hospital or Federal Government Hospital unless the [Insured Person] incurs an expense.]]

[Immediate Family Member] means a person who is related to the [Insured Person] in any of the following ways: Spouse; brother-in-law; sister-in-law; daughter-in-law; mother-in-law; father-in-law; parent; siblings; (includes stepbrother or stepsister); grandparents or child (includes legally adopted or stepchild).]

[Insured Person] means a person in an Eligible Class, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force. [May include Insured Spouse and/or Insured Dependent Child covered under this Certificate.]]

[Insured Dependent] means a [Primary Insured Person's] [Dependent Child] [or a] [Primary Insured Person's] Spouse], for whom premium is paid while covered under this Certificate.]

[Insured Dependent Child(ren)] means the [Primary Insured Person's] Dependent Child for whom premium is paid while covered under the Certificate.]

[Insured Spouse] means the [Primary Insured Person's] Spouse for whom premium is paid while covered under the Certificate.]

[Inpatient	means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.]
[Medical Emergency	means a condition caused by a Covered Accident that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.]
[Medically Necessary	means a Covered Medical Expense that: <ol style="list-style-type: none"> 1. is essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed; 2. meets generally accepted standards of medical practice; and 3. is ordered by a Physician and performed under his care, supervision or order.]
[Nurse	means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not: <ol style="list-style-type: none"> 1. the [Insured Person]; 2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse; or 3. a member of the same household]
[Other Valid and Collectible Insurance	means group insurance; [automobile medical payments and no-fault insurance;] [individual major medical policies;] coverage provided by a Hospital or medical service organization; union welfare plans; or employer or employee benefits organization; or employer's liability coverage.]
[Physician	means a licensed health care provider [and/or Licensed Therapist] practicing [in the United States] within the scope of His license and rendering care and treatment to the [Insured Person] that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> 1. the [Insured Person]]; 2. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] Spouse; 3. member of the same household; 4. a person employed or retained by [the Policyholder][Subscriber]; or 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.]]
[Plan Year	means the time period defined in the <i>Schedule of Benefits</i> . The initial Plan Year may be less than 1 year (12 months). Subsequent Plan Years will be a full 12 month time period. [Insured Dependents will have the same Plan Year as the Primary Insured Person.]
[Policy Effective Date	means the date the Policy takes effect for the Policyholder.]
[Policyholder	means the entity, named on the Policy's face page, to which the Company issues the Policy.]
[Primary Insured Person	means a person in an Eligible Class, as defined in the <i>Schedule of Benefits</i> , for whom, other than an Insured Spouse or Insured Dependent (<i>Included only when the Insured Person pays any portion of the premium</i>) [an enrollment form has been accepted by the Company and]

required premium has been paid when due and for whom coverage under the Policy remains in force.]

- [Prior Plan]** means a group insurance policy issued to the [Policyholder] [Employer] [Subscriber] and in force immediately prior to the Policy Effective Date, and which provided similar benefits to this Policy.]
- [Sickness]** means an illness or disease which requires treatment by a Physician.]
- [Schedule of Benefits]** means the *Schedule of Benefits* in this Certificate.]
- [Spouse]** means the [Primary Insured Person's] lawful spouse.] [The term Spouse will include [Domestic Partner as permitted or required by law].]
- [Subscriber]** means any participating [organization, etc.] that [is affiliated with the Policyholder and] subscribes to the insurance plan provided by this Policy.]
- [Usual and Customary Charge(s)]** means the average amount charged by most providers for treatment, service or supply provided.]
- We, Us, Our** means AXIS Insurance Company and its duly authorized agents.
- You, Your** means the person to whom this Certificate is issued.

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

[Policy Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the [Policyholder's] application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown in the *Schedule of Benefits* [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

[Subscriber Effective Date

The Company agrees to provide the benefits described in this Certificate in consideration of the Subscriber's application, subscription agreement and payment of the initial premium when due. Insurance coverage for the Subscriber becomes effective on the date of Subscriber's Participation [as long as the Minimum Participation Requirement shown in the *Schedule of Benefits* has been satisfied].]

Eligibility

A [Primary Insured Person] becomes eligible for insurance under this Certificate on the date He meets all of the requirements of one of the Eligible Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* [and is an [Insured Person] under the Core Plan]. [A Spouse and Dependent Children of an eligible [Primary Insured Person] becomes eligible for any dependent insurance provided by this Certificate on the later of the date the [Primary Insured Person] [becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the General Definitions section of this Certificate.] [No person may be eligible for insurance under this Certificate as both a [Primary Insured Person] and a Spouse or Dependent Child at the same time.]

[If Non-Contributory]

[No enrollment is required if a person is not required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. the Policy Effective Date;
2. [the first day of the month following] the date the person becomes a member of an Eligible Class after the Eligibility Waiting Period has been met;
3. the date for which the first premium for the person's coverage is paid; and
4. the Coverage Effective Date shown in the *Schedule of Benefits*.]

[If Contributory]

[A person is required to enroll for coverage for which He is required to contribute towards the cost of coverage. Such person's coverage will become effective on the latest of the following dates:

1. [the first day of the month following] the date the person's enrollment form is received by the Company[, if such date is within [31-90] days of the date He becomes a member of an Eligible Class];
2. the date for which the first premium for the person's coverage is paid;
3. the Coverage Effective Date shown in the *Schedule of Benefits*, provided premium for such person is paid; and
4. the Policy Effective Date.]

[Requirements for insuring Spouse or Dependent Child(ren) on Contributory Plans

1. a [Primary Insured Person] must request insurance in writing for each Spouse or Dependent Child and pay the required premium;[
2. Evidence of Insurability must be provided for each Spouse or Dependent Child;][and]
3. if approved, the [Primary Insured Person] must still be covered under the Policy on the date stated in writing by the Company.]

[Each newborn or adopted child who becomes a Dependent Child while the [Primary Insured Person's] insurance is in effect will be an [Insured Person] for 90 days from the date of birth or placement for adoption. Application must be made and the required premium paid for coverage to continue after the 90 day period.]

[DEFERRED EFFECTIVE DATE

[Active Service

The effective date of insurance will be deferred for any [Primary Insured Person] [or any Spouse or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date the person returns to Active Service or the date coverage would otherwise have become effective.]

[Late Enrollment

If application for insurance is not made within [30-90] days of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the applicant will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of the date the Company approves the enrollment form and receives required premium, and the [date coverage would otherwise have become effective] [first of the month following the Company's approval].]

[Replacement Coverage

[A [Primary Insured Person] [and any Spouse and Dependent Children] who was covered under a Prior Plan and who is not in Active Service on the Policy Effective Date [or the Subscriber's participation date] as shown in the *Schedule of Benefits* of this Certificate will be insured on that date for the lesser of:

1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
2. the amount of coverage provided under this Certificate.

If the amount of coverage otherwise provided by this Certificate is greater than the amount provided under the Prior Plan, the greater amount will become effective on the [first day of the month on or after, or first day of the [Calendar] [Plan] Year on or after or date] the [Primary Insured Person], [Spouse or Dependent Child] returns to Active Service.]

Include this paragraph if contributions are required toward the cost of coverage:

[If a [Primary Insured Person] is required to contribute to the cost of any portion of His [or His Spouse's or Dependent Child(ren)'s] insurance and is not in Active Service on the effective date of [the Subscriber's participation under] the Policy, coverage will terminate [31] days after the [Primary Insured Person] returns to Active Service unless He submits an enrollment form and the required initial premium. If the [Primary Insured Person] selects the amount of benefit for which He is required to pay premium for Himself [or any Insured Dependents], the amount in effect under this provision will be the lesser of the amount provided under the Prior Plan and the smallest amount He may select under the Policy.]

[Annual Re-Enrollment

[A [Primary Insured Person] currently covered under [the voluntary portion of] the Policy, and a person who is eligible but has not previously enrolled, may increase or become an [Insured Person] for coverage under this Certificate during an Annual Re-enrollment Period as agreed to by the Company and the [Policyholder]. A [Primary Insured Person] under the Policy may also elect or increase coverage for His Eligible Dependents.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the Active Service section of the Deferred Effective Date provision,] on [the Policy Anniversary following, or first day of the month following] the date the Company receives a request and any required premium payment.]

[Life Status Change

A Life Status Change is an event that the [Policyholder] determines qualifies a [Primary Insured Person] to [elect or] increase Benefits provided under this Certificate [for Himself and/or His Spouse and Dependent Children]. [Any change in benefit elections must be made within [31] days of a Life Status Change.]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase His benefits under the Policy include:

- [1. marriage;]
- [2. loss of a Spouse, whether by death, divorce, annulment or legal separation;]
- [3. birth or adoption of a child, or acquiring a child through marriage;] [and]
- [4. an increase in cost or a significant reduction or loss of group benefits provided by a Spouse's Plan].]

[Life Status Changes that qualify a [Primary Insured Person] to [elect or] increase benefits under the Policy for His Spouse and Dependent Children include:

- [1. marriage];
- [2. birth or adoption of a child, or acquiring a child through marriage]; and
- [3. a significant reduction, increase in cost or loss of group benefits provided by a Spouse's Plan].

[Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [first of the month following the Life Status Change] [first day of the month following the] date the [Primary Insured Person] applies and agrees to make required contributions.]

[The [Policyholder] should seek advice of its tax advisors if [Insured Persons] may contribute to the cost of any insurance provided by this Certificate with earnings not subject to Federal Income Tax. The Company cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

Include when policy is issued to an employer/employee group:

[Effective Date of Changes

Any increase or decrease in the amount of insurance for the [Insured Person] resulting from a change in benefits provided by the Policy or a change in the [Insured Person's] covered class will take effect on the date of such change.

[Increases will take effect subject to any Active Service requirement.]]

DATE [EMPLOYEE] INSURANCE ENDS

[Primary Insured Person's] Termination Date;

A [Primary Insured Person's] coverage under the Policy will end on the earliest of the following dates:

1. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in the Certificate);
2. [at the end of the month following] the date the [Primary Insured Person] ceases to be a member of an Eligible Class;
3. the date the Policy terminates;
4. the date of the [Insured Person's] [60th-100th] birthday;
- [5. [the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [6. [the last day of the month in which the [Primary Insured Person] fails to pay when due any Contribution;]
- [7. the date the [Primary Insured Person] notifies the Company in writing to discontinue His coverage;][or]
- [8. the date the [Primary Insured Person] employer ceases to be a participating Employer.]]

[Insured Dependent's Termination Date

An Insured Dependent's coverage under the Policy ends on the earliest of the following dates:

1. [at the end of the month following] the date the [Primary Insured Person's] coverage under the Policy ends;
2. [at the end of the month following] the date the person ceases to qualify as an Insured Dependent;
3. the premium due date, if premiums are not paid when due (subject to the Grace Period provision in this Certificate);
4. [at the end of the month following] the date the Insured Dependent is no longer eligible for dependent coverage;
5. the date dependent coverage is no longer provided by the Policy;
- [6. the last day of the month in which the [Insured Person] reaches His Lifetime Certificate Maximum;]
- [7. the last day of the month in which the [Insured Person] fails to pay when due, any contribution;]
- [8. the date the [Insured Person] notifies the Company in writing to discontinue His Dependent coverage;]
9. the date the coverage terminates; or
10. the date the Policy terminates.]

[Reinstatement of Insurance

If insurance ends because the [Primary Insured Person] ceases to be eligible for coverage as defined in this Certificate, coverage may be reinstated and no additional waiting period will apply if, within 6 months after the date the insurance ends, the [Insured Person] becomes a member of an Eligible Class.]

[Exceptions to Termination of Insurance

If the [Insured Person] terminates Active Service and if premium payments for His coverage are made when due, He may be considered to be in Active Service, subject to the conditions set forth below:

- [1. If the [Primary Insured Person] terminates Active Service due to temporary lay-off or leave of absence, coverage may be continued until the earliest of the following dates:
 - a. the date the Policyholder ceases to pay the [Primary Insured Person's] premiums, or otherwise terminates the insurance; or
 - b. [3 months from] the date the [Primary Insured Person] ceases to be in Active Service; or
 - c. the date the Policy terminates.]
- [2. If the [Primary Insured Person] terminates Active Service due to injury or Sickness, coverage under the Policy may be continued in accordance with the Continuation of Insurance provision.] [However, if the [Primary Insured Person] is not eligible for continuance under the Continuation of Insurance provision and is no longer in Active Service due to injury or Sickness, then the longest they can be covered is for [12] months unless age [65] or older.]
- [3. If the [Primary Insured Person] terminates Active Service due to retirement, coverage under the Policy may be continued provided:
 - a. the [Policyholder] has elected retiree coverage; and
 - b. the [Primary Insured Person] meets the [Policyholder's] definition of retired.]]

[Continuation of Insurance for Insured Dependents when a [Primary Insured Person] Dies

The Company will continue insurance under this Certificate for a Spouse [and Dependent Children] of a [Primary Insured Person] who dies, without payment of premium for [12-60] months] [or to age [60-85]]. The Spouse [and Dependent Children]: (a) must have been insured under this Certificate on the date the [Primary Insured Person] died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of [the 18th month and] the date the Spouse [or any Dependent Child] ceases to meet all other requirements for eligibility or the Policy terminates.]

[Continuation for [Layoff, Leave of Absence or Family Medical Leave]

Insurance for a [Primary Insured Person] [and Insured Dependents] may be continued until the earliest of the following dates if: (a) a [Primary Insured Person] is on [a temporary layoff] [an Employer-approved leave of absence][or an Employer-approved family medical leave]; and (b) required premium contributions are paid when due.

- [1. for a layoff, [[6 months] after] the end of the month in which the layoff begins;]
- [2. for an Employer-approved leave of absence: [[6 months after] the end of the month after the month in which the leave begins;] [and]
- [3. for an Employer-approved family medical leave [12-52] weeks in a consecutive 12-month period.]]

[Such continuation will [run concurrently with] [precede] a continuation during any other leave.]

[Continuation for Military Service

If a [Primary Insured Person] begins a leave of absence to serve in the armed forces, insurance for the [Primary Insured Person] [and His Insured Dependents] will continue until the earliest of the following dates, if the required premium is paid:

1. 18 months; and
2. the day the [Primary Insured Person] fails to return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994.

All of the following will apply when coverage is continued under this provision:

1. [any change in benefits that occurs during the period of continuation will apply on the effective date of the change;]
2. [any Active Service requirement will be waived;] [and]
3. the [Primary Insured Person] will be given credit for the time He was covered under this Certificate prior to the leave.

If a [Primary Insured Person] does not continue coverage for Himself [and His Insured Dependents] during such leave and returns to work:

1. the [Primary Insured Person] [and His Dependents] will be covered on the date the [Primary Insured Person] returns to work from the leave. The [Primary Insured Person] must return to work as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994;
2. any portion of an eligibility waiting period that has not been completed will not be credited during the [Primary Insured Person's] leave.]

[Continuation of Insurance

If the [Primary Insured Person's] Active Service ends for any reason, other than termination of employment for gross misconduct, insurance for a [Primary Insured Person] will continue, if the required premium is paid, until the earliest of the following dates:

1. the 18-month period following the [Primary Insured Person's] last day of full-time work;
- [2. for an Insured Dependent, the date the dependent is no longer eligible;] or
3. the date the Policy terminates.

Any change in benefits that occurs during a period of continuation will apply on the date the [Primary Insured Person] returns to Active Service.]

ADMINISTRATIVE PROVISIONS

[Cancellation

The Company or the [Policyholder] may cancel this Policy, [after the [first year] [or] [Policy Term] [as of any Premium Due Date] by giving the other party [31; 45; 60 days] advance written [or authorized electronic] notice. Any premium rate guarantee will not affect the Company's or the [Policyholder's] right to cancel this Policy. Such cancellation terminates all coverage under this Certificate.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim when the loss for which the claim is payable occurs before the cancellation date.]

All Certificates under this Policy will terminate on the same date as the Policy.

[Premiums

(Will be included when coverage is contributory)

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for coverage under this Certificate will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect for [Insured Persons] and the premium mode selected, as shown in the *Schedule of Benefits*. [The Company will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder [and/or any affected Subscribers].]

[Premium Payment

(Will be included when coverage is contributory)

[1. Policyholder

The total premium paid by the Policyholder is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered: including any amounts contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Policy Effective Date [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*.] unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[2. Subscriber

The total premium paid by the Subscriber is the sum of premiums for all [Insured Persons] [Optional, i.e. Included only when contributory coverage is offered; including any amount contributed toward the cost of the coverage by [Insured Persons]. The initial premium is due on the Subscriber's effective date of participation under this Policy [and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*] unless the Subscriber and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent.

If any premium is not paid when due, the Subscriber's participation under the Policy will be terminated as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.]

[Grace Period

(Will be included when coverage is contributory)

A grace period of [31-180] days will be provided for the payment of any premium due after the first. During the Grace period, coverage under this Certificate shall continue in force, unless the [Policyholder] [Insured Person] has given written notice of discontinuance in advance of the Premium Due date and in accordance with the terms of the Policy. If the required premium is not paid during the Grace Period,

coverage will terminate on the last day of the Grace Period. [The [Policyholder] will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.]]

[Optional, i.e. Will not be included in non-renewable cases:]

[Premium Rate Changes

The Company may change premium rates at the end of any Policy Term [or any Premium Rate Guarantee Period] with at least [31] days advance notice mailed to the last known address of the [Policyholder]. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term [or during any applicable Premium Rate Guarantee Period] if any one of the following occurs:

1. the terms of this Policy change;
2. the number of [Insured Persons] [or] [Eligible Persons for coverage] increases or decreases by more than [10%-25%] since the later of the Policy Effective Date and the date of the last renewal of the Policy;]
- [3. coverage is reinstated following failure to pay premium during the Grace Period;]
- [4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by [10%-25%] or more the number of [Eligible Person] [Insured Persons];]
- [5. a change in [Insured Persons] [or Eligible Persons to be covered] which would, on a manual rate basis, require a change of [10%-100%] or more in the premium rate;]
- [6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under the Policy;]
- [7. the ratio of incurred claims to earned premiums since [the later of the Policy Effective Date and the last renewal date] exceeds [50%-100%]; [or] [the state permissible loss ratio];]
- [8. the [Policyholder] fails to provide sufficient information, as required by the Company, to confirm adequacy of premiums and rates currently being paid;] [or]
- [9. any [facultative] reinsurance obtained by the Company in connection with underwriting or renewal of the Policy is terminated for any reason, or if its cost increases by [10%-50%] or more, or the Company retention increases by [10%-50%] or more.]

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.]

[Premium Audit

The Company will have the right to audit books and records of the [Policyholder] at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.]

GENERAL PROVISIONS

Addition of New [Employees/Members]

All [Employees/Members] added to the Eligible Class(es) in the *Schedule of Benefits* are eligible for insurance under the group Policy.

Entire Contract; Changes

The Policy, [the master application] and any attached papers make up the entire contract between the Policyholder and the Company. [In the absence of fraud,] all statements made by the Policyholder or any [Insured Person] will be considered representations and not warranties. No written statement made by an [Insured Person] will be used in any contest unless a copy of the statement is furnished to the [Insured Person] or, in the event of the death or incapacity of the [Insured Person], to His beneficiary or personal representative.

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

If an enrollment form for an [Insured Person] is required, it may also be made a part of the Policy at the Company's option.

[Certificates

Where required by law, the Company will provide a Certificate of insurance for delivery to the [Insured Person]. Each Certificate will set forth a statement as to the insurance coverage to which the [Insured Person] is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one Certificate to each family unit.]

Incontestability

After an [Insured Person] has been insured under the Policy for two years during His lifetime, no statement made by the [Insured Person], except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the [Insured Person] and a copy is given to the Policyholder, the [Insured Person] or the beneficiary.

[[30 Day] Right to Examine Certificate

(Included when the Insured Person pays any part of the premium)

If the [Primary Insured Person] does not like the Certificate for any reason, it may be returned to the Company within [30] days after receipt. The Company will return any premium that has been paid. In that case the Certificate will be void as if it had never been issued.]

Clerical Error

Clerical error, whether by the Policyholder or the Company, will not void the insurance of any [Insured Person] if that insurance would otherwise have been in effect nor extend the insurance of any [Insured Person] if that insurance would otherwise have ended or been reduced as provided in the Policy.

Conformity with State Statutes

Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Misstatement of Fact

If the [Policyholder] [or Insured Person] has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased ,had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Policy Changes

No change in the Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to the Policy. The Company may agree with the [Policyholder] to modify a plan of benefits without the [Insured Person's] consent.

[Subscriber Participation Under This Policy

An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by the Company.]

Workers' Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Legal Actions

No action at law or in equity may be brought to recover on the Policy prior to the expiration of [60] days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of [3] years after the time written proof of loss is required to be furnished.

Assignment

[An [Insured Person] may not assign any of His rights, privileges or benefits under the Policy.] [An [Insured Person] may assign all of His rights, privileges and benefits under the Policy without the consent of His designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.]

Physical Examination and Autopsy

The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.

CLAIMS PROVISIONS

Notice of Claim

Written notice of claim must be given to the Company within [20-90] days after an [Insured Person's] loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company, with information sufficient to identify the [Insured Person], is deemed notice to the Company.

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within [15] days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the [Insured Person's] name, the Policyholder's name and the Policy number.

Proof of Loss

Written proof of loss must be furnished to the Company within [90] days after the date of the loss. [In the case of a claim for loss of time for disability, written proof of such loss must be furnished within [30] days after the commencement of the period for which the Company is liable.] If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces 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 of the claimant, later than 1 year from the time proof is otherwise required.

Payment of Claims

Upon receipt of due written proof of loss, payments for all losses, will be made to (or on behalf of, if applicable) the [Insured Person] suffering the loss. If an [Insured Person] dies before all payments due have been made, the amount still payable will be paid to [the first surviving class of the following classes of persons:

1. Spouse;
2. child or children;
3. parents;
4. siblings; or
5. estate of the [Insured Person].]

[the estate of the [Insured Person].]

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to [a parent, guardian, or other person actually supporting Him] [the legal guardian of the payee's property]. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss, other than loss for which the Policy provides any periodic payment, will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

[Payment of Claims to Foreign Employees

The [Policyholder] may, in a fiduciary capacity, receive and hold any benefits payable to an [Insured Person] whose place of employment is other than:

- [1) The United States of America
- 2) Puerto Rico; [or]
- 3) The Dominion of Canada]

[The Company will not be responsible for the application or disposition by the [Policyholder] of any such benefits paid. The Company's payments to the [Policyholder] will constitute a full discharge of the Company's liability for those payments under the Policy.]]

[ERISA Claims

The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Security Act of 1974 as amended (ERISA). The Policyholder designates the Company, or a person or persons which the Company designates, as the claims fiduciary of this plan and gives the Company, or its designee, the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and the Company's designation and authority as claims fiduciary.]

Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

DESCRIPTION OF BENEFITS

This Description of Benefits section describes the Benefits provided by this Policy. Benefit amounts, benefit periods, [any applicable aggregate] [and] [benefit-specific maximums] are shown in the *Schedule of Benefits*. Please read these and the Limitations and Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

The Company will pay the Benefit Amount for any one of the [Covered Losses] listed below, subject to all applicable conditions and exclusions, if the [Insured Person] suffers a Loss [within the applicable time period specified in the *Schedule of Benefits*.]

[If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Loss for which the largest benefit is payable.] or [If the [Insured Person] sustains more than one Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum.]

Schedule of Losses

<u>Loss</u>	<u>Benefit Amount</u>
Life	[0-100%] of the Principal Sum
Two or more Members	[0-100%] of the Principal Sum
One Member	[0-100%] of the Principal Sum
Thumb and Index Finger of the Same Hand	[0-100%] of the Principal Sum
Four Fingers of the Same Hand	[0-100%] of the Principal Sum

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” or “Loss of Four Fingers of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

OUTPATIENT ACCIDENT MEDICAL EXPENSE BENEFITS

BENEFIT PAYMENTS ARE PAYABLE AT THE APPLICABLE BENEFIT AMOUNT RATE AND ARE SUBJECT TO THE [DEDUCTIBLE,] BENEFIT MAXIMUM, FIRST EXPENSE INCURRAL PERIOD AND MAXIMUM BENEFIT PERIOD STATED IN THE *SCHEDULE OF BENEFITS*.

The Company will pay Outpatient Accident Medical Expense Benefit amount for the Covered Medical Expenses listed below that result directly, and from no other cause, from a Covered Injury.

Outpatient Accident Medical Expense Benefits are only payable:

1. when Covered Medical Expenses incurred exceed any applicable Deductible specified in the *Schedule of Benefits*;
2. as long as the first Covered Medical Expense has been incurred within the number of days specified in the *Schedule of Benefits*;
3. until the Maximum Benefit Period shown in the *Schedule of Benefits* has expired;
4. until Benefits paid equal the Benefit Maximum shown in the *Schedule of Benefits*.

No benefits will be paid for any Covered Medical Expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses

1. Medical Emergency care (room and supplies) expenses: including the attending Physician's charges, x-rays, laboratory procedures and use of the emergency room and supplies.
2. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Covered Accident.
3. Ambulance expenses for transportation from the emergency site to the Hospital.
4. Rehabilitative braces or appliances prescribed by a Physician. It must be durable medical equipment that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to a person in the absence of the Covered Injury. No benefits will be paid for rental charges in excess of the purchase price.
5. Prescription drug expenses (for Covered Injuries only) prescribed by a Physician and administered on an Outpatient basis.
6. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an Insured Person. The Company will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
7. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Excluded Expenses

In addition to the Common Exclusions, The Company will not pay Outpatient Accident Medical Expense Benefits for any Covered Medical Expense, treatment or services resulting from or contributed to by:

1. treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances;
2. treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis;
3. osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness;
4. detached retina unless caused by a Covered Accident;
5. mental disorder or psychological or psychiatric care or treatment whether or not caused by a Covered Accident;
6. pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions;
7. mental and nervous disorders;
8. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment;
9. expenses incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial disorders;
10. injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits, including any insurance policy that provides benefits to the [Insured Person] for injuries resulting from an occupational accident, or while engaging in activity for monetary gain from sources other than the [Policyholder].
11. all surgery including cosmetic and elective surgery;
12. any elective treatment, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States;
13. eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
14. expenses payable by any automobile insurance policy without regard to fault;
15. conditions that are not caused by a Covered Accident; or
16. any treatment, service or supply not specifically covered by the [Policy] [Certificate].
- [17. injuries paid under medical payment coverage or no-fault coverage contained in an automobile insurance policy or liability insurance policy.]

LIMITATIONS

[Credit for the Deductible

For the [Calendar][Plan] year in which such person becomes insured, the Deductible will be reduced by the covered charges which were:

- incurred while insured by the Prior Plan, and
- used to satisfy the Deductible for that plan for the same year.]

[Plan][Calendar] Year Maximum

The Maximum Benefit will be reduced by amounts that the [Insured Person] received (or is entitled to receive) for from Prior Plan, provided that such Prior Plan would have covered substantially the same time period as the initial Plan Year, had the Prior Plan not been cancelled.

COMMON EXCLUSIONS

[In addition to any benefit or coverage specific exclusion,] benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following [unless coverage is specifically provided for by name in the Description of Benefits section]:

(Each of the following Exclusions will be included or deleted as agreed upon between the Company and the Policyholder/Subscriber and numbers will be adjusted accordingly.)

- [1. Intentionally self-inflicted injury, suicide or any attempt while sane or insane];
- [2. Commission or attempt to commit a felony or an assault];
- [3. Commission of or active participation in a riot or insurrection];
- [4. Declared or undeclared war or act of war];
- [5. Release, [whether or not accidental, or by any person unlawfully or intentionally], of nuclear energy or radiation, including sickness or disease resulting from such release];
- [6. An injury or sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];
- [7. Flight in, boarding or alighting from an Aircraft except as a fare-paying passenger on a regularly scheduled commercial or charter airline];
- [8. Travel in any aircraft owned, leased or controlled by the [Policyholder][Subscriber], or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the [Policyholder; Subscriber] if the Aircraft may be used as the [Policyholder][Subscriber] wishes for more than [10] straight days, or more than [15] days in any year];
- [9. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage];
- [10. [Medical] [or] [surgical treatment,] [diagnostic procedure,] [administration of anesthesia,] [or] [medical mishap or negligence], [including malpractice] [unless it occurs during treatment of injuries sustained in a Covered Injury];
- [11. The [Insured Person's] intoxication. The [Insured Person] is conclusively deemed to be intoxicated if the level in his blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officers report, or similar items will be considered proof of the [Insured Person's] intoxication];
- [12. Aggravation or re-injury of a prior injury the [Insured Person] suffered prior to His Coverage Effective Date, unless the Company receives a written medical release from the [Insured Person's] Physician];
- [13. Sickness, disease or any bacterial infection, except one that results from an Accidental cut or wound, or pyogenic infections that result from Accidental ingestion of contaminated substances.]

[In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by the [Policyholder][Subscriber];
2. living in the [Insured Person's] household;
3. an Immediate Family Member of either the [Insured Person] or the [Insured Person's] spouse;
4. the [Insured Person]].

CONSUMER INFORMATION NOTICE

The Insurance Company may be contacted at:

Axis Insurance Company
[Admin. Office: 1 University Square Drive, Suite 200
Princeton, NJ 08540
1-800-123-4567]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134 or (501) 371-2640]

READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms achieved a Flesch Reading Ease Score and are in compliance with applicable laws and regulations as follows:

Form #	Title	Flesch Score
T-GOA-001-0112-AR	Policy	45*
T-GOA-002-0112-AR	Certificate	45
T-GM-003-0112	Master Application	45*
T-GM-005-0112	Amendment Form	56
	* Policy and Master Application scored 45.3 combined	

Axis Insurance Company



Christopher N. DiSipio
Senior Vice President

September 12, 2012

Date

Axis Insurance Company
Group Outpatient Accident

LIST OF FORMS

Policy	T-GOA-001-0112-AR
Certificate	T-GOA-002-0112-AR
Master Application	T-GM-003-0112
Amendment Form	T-GM-005-0112

AXIS Insurance Company
STATEMENT OF VARIABLE LANGUAGE
for
Group Accident Policy Forms
T-GOA-001-0112-AR, et al.

Language that is bracketed in the form is intended to be variable. Below is an explanation of those variables.

GENERAL	<p>Any bracketed material is being filed as variable. Please note, variable information will never be less favorable to an insured than the minimum statutory and regulatory requirements of the state where the policy is issued. Any numeric variables will vary to ranges shown and will comply with minimum statutory/regulatory requirements.</p> <p>Brackets around numbers or alphas in listing, and punctuation/words such as “and/or” in a listing, will be included or deleted as needed in order to make the statement or provision read correctly.</p> <p>In some instances, we have provided comment as to how the provision/language will be used, within the policy itself. Said comment is in parentheses and italics. E.g., a comment may state that the following language will only be included when an insured contributes to premium, and thus is not included when coverage is non-contributory.</p> <p>This coverage will be marketed to the groups listed in the cover letter. Depending on plan design, the Policy may be issued on a non-contributory or contributory basis.</p> <p>The description of eligible classes may vary based on the nature of the group and classes covered. References to members of the group (the insured) throughout the forms will vary to reflect group-type, e.g., employee, member, insured person, etc. We have included the term Primary Insured Person to denote the employee/applicant/insured on whom coverage is based. This person can apply for Spouse/Dependent/Family coverage when offered. If such coverage is not offered, the term Insured Person will be used.</p> <p>Reference to Spouse may also include a Same Sex Spouse where same sex marriage is recognized or Domestic Partner where said coverage is required or permitted by state law. Reference to Domestic Partner may vary to reflect the proper designation allowed by state law, e.g., Partner to a Civil Union.</p> <p>The format may vary according to plan design or policyholder preference; however the relative prominence of provisions will not change. Subject to state readability laws, the print size, style, page size and layout may be modified to reflect various formats including 8.5 x 11 pages, booklets or brochure styles.</p>
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POLICY – T-GOA-001-0112-AR

Provision/Title	Variable	Description of Variable
FACE PAGE	1	Logo
	2	Title may vary to reflect a marketing name.

	3	Company address may change
	4	Policyholder – John Doe information
	5	Policy Number - John Doe information
	6	Will reflect premium payment mode.
	7	Policy Effective Date - John Doe information
	8	Policy Anniversary - John Doe information
	9	State of Issue – will reflect state where policy is issued
	10	Secretary – signature will be inserted; name may be revised should corporate officer be removed/replaced
	11	President – signature will be inserted; name may be revised should corporate officer be removed/replaced
		Incorporation Provisions – may be included or omitted as per plan design.
		Any bracketed disclosure statements will be included if applicable.
PREMIUM [RATE] TABLE		Table will be included or omitted according to plan design.
	1	Premium modes and rates will vary based on plan design/benefits. Rates will vary by case based on plan of benefits Rates per Policyholder, Subscriber, Insured, Employee, Dependent Spouse, Dependent Child(ren) and Family Plan.
	2	Initial Premium Rate Guarantee -varies by case.
	3	Mode of Premium Payment – varies by case. Values are Monthly, Quarterly, Semi-annual, Annual & Nine months.
	4	Premium Due Dates – varies by case. Can be from January 1 to December 31 of any given year.
	5	Initial Premium will vary by case.
	6	Contributions – varies by case. Policyholder: 0% to 100%; Covered Person and/or Employee – 0% to \$100; Split-funded, Employer & Employee each fund a piece from 0% to 100%.
	7	Will be included when coverage is non-contributory.
PREMIUM PROVISIONS GENERAL PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure. Any numeric ranges shown will comply with minimum state statutes or regulations. The range is provided in order to allow for a more favorable time period for the insured person.

CERTIFICATE – T-GOA-002-0112-AR

FACE PAGE		Logo
		Company address may change
		Date Insurance Takes Effect – will be included: (1) when the policy is contributory; (2) when Actively At Work requirement applies to group policyholder to which the insurance is issued.
		Sections will be included or omitted when applicable to issuance of the certificate.
		Right to Examine Certificate – will be included: when the policy is contributory.
		Secretary – signature will be inserted; name may be revised should corporate officer be removed/replaced
		President – signature will be inserted; name may be revised should corporate officer be removed/replaced
		Disclaimers – may be included or omitted as shown, depending on plan design.
TABLE OF CONTENTS		Page Numbers will vary.
SCHEDULE OF BENEFITS		The Schedule is variable in its entirety and will reflect plan design. The appropriate language will always appear but the arrangement and formatting may vary. Any language required by statute or

		regulation will always appear and not be excluded or limited. Description of Policyholder will vary to reflect type of group – i.e., Subscriber, Company, Employer name, Policyholder, etc.
		The Schedule Grid shown will include information necessary for administration of the product: effective dates, types of coverage, premiums (if contributory) etc.
		Eligible Classes – The description of eligible classes may vary based on the nature of the group and classes covered. References to members of the group throughout the forms may vary, e.g., employee, member, insured person. There is no limit on the number of classes. If there is more than one class eligible under the Policy, a Schedule of Benefits may be presented for each class if benefits, amounts, durations, etc. differ by class.
		Type of Coverage – will be provided when necessary to distinguish between Insured Only and Dependent/Spouse coverage.
		Effective Date – varies by case, it can be any day of the year and is mostly determined by the Policyholder. Rewrite Date will be included when necessary.
		Open Enrollment, Annual Enrollment, or Policyholder Scheduled Enrollment may be selected at the option of the Policyholder.
		Waiting Period and Minimum Number of Hours worked will be included or omitted according to plan design, policyholder and will vary to ranges shown.
		Applicable effective date following enrollment will be included.
		Participation Requirements, Percentages - will be included or omitted according to plan design. Will be included when applicable to the group policyholder.
		Premium information will be included when policy is contributory. Applicable premium, mode, method and due dates will be included.
		Coverage information applicable to a takeover of a policy, necessary for the administration of the policy, may be included. Effective/termination dates, applicable coverage limits and maximums, etc.
		AD&D principal sum may vary by class and to ranges shown. Loss period will vary to range shown.
		Age Reductions – included or omitted according to plan design; reduction percentage varies by case.
		Outpatient Accident Medical Expense Benefit amounts, time periods and maximums will vary to ranges shown. Benefits will be paid on a per Plan year or per Covered Accident basis. Deductible may be included or omitted according to plan design. And may apply on a per Insured Person basis, per Plan Year or Covered Accident.
GENERAL DEFINITIONS		Each definition is included or omitted according to plan design. E.g., the Active Service definition will only be included when an insured is required to be in Active Service for coverage under the policy.
		When a definition includes conditions, those conditions may be included or omitted according to plan design.
ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.

ADMINISTRATIVE PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.
GENERAL PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure.
CLAIM PROVISIONS		Provisions shown as variable will be included or omitted according to plan design/benefit structure. Any numeric ranges shown will comply with minimum state statutes or regulations. The range is provided in order to allow for a more favorable time period for the insured person. The ERISA provision will only be included if the plan qualifies under ERISA as per Policyholder contribution.
DESCRIPTION OF BENEFITS		The AD&D benefit amounts will vary to ranges shown. May be paid as percentage of Principal Sum or lump sum (\$) amounts. To the extent a benefit requires benefit-specific definitions or exclusions, they will be included or omitted as applicable to the plan design. E.g., when the Policy does not include a Dependent Coverage, the definition of Dependent will be omitted. General Definitions and Common Exclusions will also apply. See section above regarding Schedule of Benefits for how benefits will be paid.
LIMITATIONS AND COMMON EXCLUSIONS		Credit for Deductible provision and Plan Year Maximum will be included or omitted according to plan design. Any exclusions provided in a policy will comply with state rules and regulations. Any language required by statute or regulation will always appear and not be excluded or limited.

Amendment Form T-GM-005-0112

Description of Variable
<p>Since the bracketed text in the policy/certificate is variable to be included, omitted or, where applicable, to vary within the numeric ranges displayed within the brackets, this Amendment Form allows us to make changes to previously issued policies/ certificates. Without this Amendment, we'd have to issue new documents each time a change is made. Note that this is <u>not</u> a "blank" amendment. We are asking your Department's approval to use this <u>solely to make changes that are within the variability of the filed forms</u> as set forth above. For example, some of our exclusions and limitations are variable to be included or omitted. With this Amendment we could add or delete such an exclusion or limitation. The Amendment could <u>not</u> be used to add an exclusion that was not part of the original filing and that had not been previously approved by your Department to be included in the policy.</p>

Master Application Form T-GM-003-0112

Description of Variable

The Title of the Form will vary to how application is being used. May be used as a Master Application for Insurance or an application to become a Participating Employer in a Multiple Employer Trust.

Reference to policyholder may vary depending on the type of Policyholder applying for coverage- i.e., Company, Employer name, etc. Employer-specific requested items will only be included when Employer policyholders are applying for coverage under the policy.

Program information will be included or omitted dependent on plan design being offered. Enrollment Options will vary depending on plan designs being offered. May include product marketing names such as "VisionCare", etc. Selections will reflect plan design being offered.

Reference to Dependent Coverage will be included where such coverage may be selected by the applicant. Any reference to Spouse includes same-sex spouse and/or Domestic Partner where allowed by law.

Administration Information will be included or omitted depending on how plan will be administered.

Request for Participation will only be included when the form is utilized as a Participating Employer Application.

Important Notice Page showing state-specific Fraud Warnings will always be included.