



# CERTIFICATES OF INSURANCE BRIGHT MED

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CERTIFICATES OF INSURANCE  
INCLUDED IN THIS PDF

	PAGE #S	GROUP CERTIFICATES OF INSURANCE
	02-22	Group Hospital Indemnity Insurance (HASA-HI-1001) underwritten by: SiriusPoint America Insurance Company
	23-49	Group Critical Illness Insurance (HASA-CI-1001) underwritten by: SiriusPoint America Insurance Company



ATTENTION  
PLEASE

READ CAREFULLY FOR ALL LIMITATIONS, EXCLUSIONS, AGE LIMITS, DEFINITIONS AND SCHEDULE OF BENEFITS.  
CALL 866-438-4274 WITH ANY QUESTIONS.

**THE HOSPITAL INDEMNITY COVERAGE INCLUDED IN THE PLAN  
PROVIDES LIMITED BENEFITS.  
PLEASE READ THE FOLLOWING NOTICE ABOUT THIS POLICY.**

**IMPORTANT: This is a fixed indemnity policy,  
NOT health insurance**

This fixed indemnity policy may pay you a limited dollar amount if you're sick or hospitalized. You're still responsible for paying the cost of your care.

- The payment you get isn't based on the size of your medical bill.
- There might be a limit on how much this policy will pay each year.
- This policy isn't a substitute for comprehensive health insurance.
- Since this policy isn't health insurance, it doesn't have to include most Federal consumer protections that apply to health insurance.

**Looking for comprehensive health insurance?**

- **Visit [HealthCare.gov](https://www.healthcare.gov)** or call **1-800-318-2596** (TTY: 1-855-889-4325) to find health coverage options.
- To find out if you can get health insurance through your job, or a family member's job, contact the employer.

**Questions about this policy?**

- For questions or complaints about this policy, contact your State Department of Insurance. Find their number on the National Association of Insurance Commissioners' website (**[naic.org](https://www.naic.org)**) under "Insurance Departments."
- If you have this policy through your job, or a family member's job, contact the employer.

# SIRIUSPOINT AMERICA INSURANCE COMPANY

ONE WORLD TRADE CENTER  
285 FULTON STREET, 47<sup>TH</sup> Floor  
NEW YORK, NY 10007  
(212) 312-2500

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## GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE

**POLICY EFFECTIVE DATE:** January 1, 2026

**POLICY ANNIVERSARY DATE:** January 1, 2027 and  
each January 1 thereafter

SiriusPoint America Insurance Company certifies that We have issued Group Hospital Indemnity Insurance Policy Number HASA-HI-1001 to United Business Association, the Policyholder, to insure Eligible Persons described in this Certificate.

Coverage provided by the Policy will be administered on behalf of the Company by Healthy America.

This Certificate describes the benefits and provisions of the Policy and is in effect for You when You meet the conditions of eligibility described in this Certificate and the Policy under which it is issued. This Certificate takes the place of any other Certificate previously issued to you. It contains all of the terms and conditions applicable to this insurance. Please read it carefully and keep it in a safe place.

This Certificate is not the Policy, nor does it waive or alter any of the Policy's terms and conditions. You may examine the Policy at the office of the Policyholder.

Signed for SiriusPoint America Insurance Company:



Melissa J. Ralph  
Secretary



Paul Mihulka  
President

**THIS IS A HOSPITAL CONFINEMENT INDEMNITY CERTIFICATE.  
THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED PROVIDES LIMITED BENEFITS.  
BENEFITS PROVIDED ARE SUPPLEMENTAL  
AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.  
THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A MEDICARE SUPPLEMENT POLICY.  
THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS A SUPPLEMENT TO HEALTH INSURANCE AND IS  
NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. IT DOES NOT QUALIFY AS MINIMUM ESSENTIAL  
HEALTH COVERAGE UNDER THE FEDERAL AFFORDABLE CARE ACT.  
THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS A LEGAL CONTRACT BETWEEN THE  
POLICYHOLDER AND THE COMPANY.  
PLEASE READ YOUR CERTIFICATE CAREFULLY - NON-PARTICIPATING**

### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event You need to contact someone about this insurance for any reason please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions You may contact the insurance company issuing this insurance at the address and telephone number shown above.

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commissions Bureau of Insurance at: Bureau of Insurance, P.O. Box 1157, Richmond, Virginia 23218-1157; toll free telephone number 1-800-552-7945 and telephone number for out-of-state calls for the Bureau of Insurance 1-877-310-6560. Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available

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## **SCHEDULE OF BENEFITS**

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This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of its provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by the Policy. Please read each section, including the section describing the benefits, for full details.

**You are an Eligible Person if You:**

- Class 1 All active members of the Policyholder who have chosen to enroll themselves in the BrightMed plan; or
- Class 2 a Dependent Spouse or a dependent Child of an Eligible Person in Class 1 above.

**Maximum Age:** Member and Dependent coverage ends when the Member is age 65.

## HOSPITAL INDEMNITY BENEFITS

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Coverage is provided for the following benefits and services received for the Medically Necessary treatment of Injury or Sickness as defined in this Certificate while coverage under the Policy is in force.

Unless otherwise indicated below, any benefit amount, benefit limit or benefit maximum applies to each Covered Person.

### Covered Benefits and Services

#### Lump Sum Hospital Confinement Benefit

Lump Sum Benefit Amount	\$3,000 for the first day of confinement only
Maximum Number of Daily Benefits per Coverage Year	1

#### Daily Hospital Confinement Benefit

Benefit Amount	\$6,000
Maximum Number of Daily Benefits	60 days for any Period of Confinement

#### Daily ICU/Burn Unit Benefit

Benefit Amount	\$6,000
Maximum Number of Daily Benefits	30 for any Period of Confinement

#### Outpatient Surgery

Daily Benefit Amount	\$2,000
Maximum Number of Daily Benefits per Covered Person per Coverage Year	2
Maximum Number of Daily Benefits per Coverage Year for all Covered Persons Combined	5

### Covered Benefits and Services

#### Inpatient Surgery

Daily Benefit Amount	\$2,000
Maximum Number of Daily Benefits per Covered Person per Coverage Year	1
Maximum Number of Daily Benefits per Coverage Year for all Covered Persons Combined	2

#### Administration of Anesthesia

Daily Benefit Amount Per Administration	25% of the corresponding benefit for Inpatient or Outpatient Surgery
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#### Office Visits

Daily Benefit Amount	\$150
Maximum Number of Daily Benefits per Covered Person per Coverage Year	6

#### Emergency Room Visits

Daily Benefit Amount	\$250
Maximum Number of Daily Benefits per Covered Person per Coverage Year for Sickness or Injury	2

**Outpatient Facility Visits**

Daily Benefit Amount	
For Physical Therapy	\$100
Maximum Number of Daily Benefits per Coverage Year	5
For Occupational Therapy	\$100
Maximum Number of Daily Benefits per Coverage Year	5
For Speech Therapy	\$100
Maximum Number of Daily Benefits per Coverage Year	5
For Kidney Dialysis	\$500
Maximum Number of Daily Benefits per Coverage Year	5
For Echocardiogram	\$250
Maximum Number of Daily Benefits per Coverage Year	1
For Exercise Cardiac Stress Test	\$250
Maximum Number of Daily Benefits per Coverage Year	1
For Chemotherapy	\$500
Maximum Number of Daily Benefits per Coverage Year	3

**Outpatient Diagnostic Laboratory Tests**

Daily Benefit Amount	\$100
Maximum Number of Daily Benefits per Coverage Year	2

**Outpatient Diagnostic Radiology Tests**

Daily Benefit Amount	
For Magnetic Resonance Imaging (MRI)	\$200
Maximum Number of Daily Benefits per Coverage Year	1
For Computerized Tomography (CT) Scan	\$200
Maximum Number of Daily Benefits per Coverage Year	1
For all Other Radiology Tests	\$200
Maximum Number of Daily Benefits per Coverage Year	2

**At Home Nursing Services**

Daily Benefit Amount	\$100
Nursing Service Must Begin Within	14 days following Hospital Confinement
Maximum Number of Daily Benefits	45

**Transportation Benefit**

Daily Benefit Amount	
For Transportation by Ground Ambulance	\$100
For Transportation by Air Ambulance	Two times the benefit amount provided for transportation by Ground Ambulance
Combined Maximum Number of Daily Benefits per Coverage Year for each Covered Person	1

**Coverage Year:**

Means a period beginning on the Primary Covered Person's Certificate Effective Date and ending 12 months after that date. Successive Coverage Years will begin after the first Coverage Year, each extending for 12-month periods, provided that the Primary Covered Person does not terminate His coverage within the same Coverage Year. If the Primary Covered Person terminates His coverage during a Coverage Year and re-enrolls for coverage under a new certificate within the same Coverage Year, all benefits, benefit limits and benefit maximums will be those that applied to Him under the previously terminated certificate. In this case, a new Coverage Year will begin for the Primary Covered Person after He has been insured under the new certificate for a period of 12 months.

**PREMIUM RATE**

Ages 16-29

\$229.17 per member per month  
\$458.33 per member and spouse per month  
\$588.72 per member and child per month  
\$817.89 per family per month

Ages 30-39

\$313.87 per member per month  
\$627.75 per member and spouse per month  
\$673.43 per member and child per month  
\$987.31 per family per month

Ages 40-49

\$335.03 per member per month  
\$775.74 per member and spouse per month  
\$694.58 per member and child per month  
\$1,135.30 per family per month

Ages 50-59

\$531.73 per member per month  
\$1,102.40 per member and spouse per month  
\$891.28 per member and child per month  
\$1,461.95 per family per month

Ages 60-65

\$832.34 per member per month  
\$1,606.08 per member and spouse per month  
\$1,191.90 per member and child per month  
\$1,965.64 per family per month

**MODE OF PREMIUM PAYMENT**

Monthly

**PREMIUM DUE DATES**

The Certificate Effective Date and the first day of each modal period thereafter

**CONTRIBUTIONS**

The cost of the coverage is paid by the Covered Person.

## GENERAL DEFINITIONS

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

**Accident** means a sudden, unforeseeable event that:

1. directly and independently of all other causes results in bodily injury to a Covered Person;
2. occurs while coverage is in force for the Covered Person;
3. is not contributed to by Sickness, disease or bodily or mental infirmity; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Age** means the Age of a Covered Person on His last birthday as of the Certificate Effective Date. His Age increases by one year on each Certificate anniversary.

If coverage is effective after the Policy Effective Date, Age means the Age of a Covered Person as of His last birthday preceding His request for insurance coverage.

**Alcoholism** means a chronic disorder or condition in which the Covered Person is unable, for psychological or physical reasons, or both, to refrain from the frequent consumption of alcohol in quantities sufficient to produce Intoxication and, ultimately, injury to His health and effective functioning.

**Ambulance** means a conveyance that meets state rules or is licensed by a state for the emergency movement of persons suffering from Sickness or Injury. Transport may be by road, air or water.

**Ambulatory Surgical Center** - means a licensed surgical center consisting of:

1. an operating room; or
2. facilities for the administration of general anesthesia; and
3. a post-surgery recovery room to which the patient is admitted and discharged from within a period of less than 24 hours.

**Burn Unit** means a Hospital or department in a Hospital specializing in the treatment of burns and providing intensive care for burn patients.

**Certificate Effective Date** means the day on which coverage for the Primary Covered Person and other Covered Persons begins. Coverage will begin on the first day of the month following the date:

1. Our Home Office has approved the Primary Covered Person's Enrollment Form; and
2. the Policyholder has paid the first premium.

**Child (Children)** means the Primary Covered Person's children all of whom are not yet age 26, including:

1. a natural child from the moment of birth, stepchild, foster or legally adopted child; or
2. a child in the process of adoption (including a child while the Primary Covered Person is a party to a proceeding in which the adoption of such child by the Primary Covered Person is sought); or
3. a child for whom the Primary Covered Person is required by a court order to provide medical support; and
4. grandchildren who are dependent on the Primary Covered Person for federal income tax purposes at the time of application.

**Class** means a group of persons that We and the Policyholder have agreed to insure.

**Company or We, Us, Our** means SiriusPoint America Insurance Company, domiciled in New York, New York.

**Complications of Pregnancy** means:

1. conditions, requiring Hospital Confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as:
  - a. acute nephritis, nephrosis, cardiac decompensation;
  - b. missed abortion, hyperemesis gravidarum, pre-eclampsia; and
  - c. similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

**Covered Person** means the Primary Covered Person or their Covered Dependents.

**Covered Dependent** means:

3. any eligible Spouse or Child, as indicated in the *Schedule of Benefits* whose coverage has become effective; or any eligible Spouse or Child whose coverage has become effective and who is timely added to the Primary Covered Person's Enrollment Form after Primary Covered Person's effective date of Insurance; or

4. a newborn child (as described in the Eligibility Section ).

**Drug Addiction** means the pathological use or abuse of Alcohol or drugs in a manner and to a degree that produces impairment in personal social or occupational functioning and which may, but need not include a pattern of tolerance and withdrawal.

**Drug Intoxication** means the simultaneous use of multiple drugs, whether the drugs are legally or illegally obtained, prescription, over-the-counter, recreational, herbal, home remedies, alcohol or some other combination producing a loss of control or behavior.

**Emergency Room** means a pre-designated and fixed medical/surgical care area within a Hospital that:

1. treats patients on other than an inpatient basis;
2. is utilized exclusively for the diagnosis and treatment of such patients' acute and/or critical conditions;
3. has emergency life-saving equipment and supplies that are immediately accessible;
4. is staffed with medical personnel specially trained for duty in such an area; and
5. is not primarily a clinic, Physician's office or free-standing surgical facility.

**Emergency Care** means medical attention provided to a Covered Person after the acute onset of symptoms relating to Sickness or Injury, including severe pain, which symptoms are severe enough that the lack of immediate medical attention could reasonably be expected to result in any of the following:

1. placing the Covered Person's health in serious jeopardy;
2. serious impairment to the Covered Person's bodily functions; or
3. serious dysfunction of a Covered Person's bodily organ or part.

Emergency Treatment does not include care that is:

1. elective;
2. preventive; or
3. well care.

**Enrollment Form** means the form designated by Us that a person in an eligible Class must complete and submit in order to request enrollment in the Policy. Enrollment Forms are available from the Policyholder and must be submitted to the Policyholder to be forwarded to Us or Our authorized representative.

**Evidence of Insurability** means a statement of medical history or condition or other evidence that a person is an acceptable risk for insurance as determined by Us.

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

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified Physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate Nurses (R.N.).

Hospital will also mean a sanatorium operated by or certified by the First Church of Christ, Scientist, Boston, Massachusetts.

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for rest, custodial care, or for the aged;
3. a clinic;
4. a place for the treatment of mental illness, Alcoholism, or Drug Addiction.

**Hospital Confinement** means a Medically Necessary admission to a Hospital on the advice and supervision of a Physician and confinement as a resident bed patient due to an Injury or Sickness. We do not consider confinement to an Emergency Room, outpatient treatment room or observation unit as Hospital Confinement.

**Initial Enrollment Period** means the period of time during which a Primary Covered Person is first eligible to enroll under the Policy.

**Injury** means bodily injury sustained which:

1. results directly and independently of all other causes from an Accident;
2. occurs while coverage is in force for the Covered Person;
3. is not caused or contributed to by Sickness; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

Losses that occur after the Pre-existing Condition limitation has been satisfied will be covered for an Injury that occurred

before the date the person becomes a Covered Person under the Policy unless the Injury has been specifically excluded by name or description within this Certificate.

**Intensive Care Unit (ICU)** means a specialized department in a Hospital that provides advanced and highly specialized care to medical or surgical patients whose conditions are life-threatening and require comprehensive care and constant monitoring.

An ICU is not:

1. a progressive care unit;
2. a sub-acute intensive care unit;
3. an intermediate care unit;
4. a private monitored room;
5. a surgical recovery room;
6. an observation unit; or
7. any facility not meeting the definition of an ICU as defined above.

**Intoxication** means a blood alcohol content equal to or over the legal presumption of intoxication under the laws of the state where the event causing the determination of Intoxication took place.

**Medically Necessary** means the treatment, services or supplies necessary and appropriate for the diagnosis or treatment of Sickness or Injury based upon generally accepted medical practice.

**Member** means a person who meets all of the conditions of membership and is in good standing with the Policyholder.

**Nurse** means any one of the following who is not the Primary Covered Person or a member of the Primary Covered Person's immediate family:

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

With respect to the benefits provided under the Policy, Nurse will not include an L.P.N., L.V.N. or R.N. who is employed by the Hospital where a Covered Person is confined.

**Period of Confinement** means one continuous Hospital Confinement or several Hospital Confinements for the same or a related cause, which are separated by less than 30 days. Each Hospital Confinement must begin while the coverage is in force for the Covered Person.

**Physician** means a medical doctor or other person recognized by law or regulation in the state where His services are rendered. The person must be licensed to practice medicine, prescribe and administer drugs or to perform surgery in the United States.

The term Physician does not include:

1. the Primary Covered Person;
2. a person related to Him by blood or marriage; or
3. a medical doctor or other person practicing outside of the United States.

**Policy Effective Date** means the date that coverage begins under the Policy.

**Policy** means the Group Policy issued to the Policyholder.

**Policyholder** means the entity, in whose name the Policy is issued, as identified on this Certificate's face page

**Policy Month** means a period of time:

1. beginning on the day of the month corresponding to the Policy Effective Date; and
2. continuing through the end of the preceding day in the next Calendar Month.

**Policy Year** means a period of time:

1. beginning on the Policy Effective Date or its anniversary; and
2. continuing through the end of the day preceding the next anniversary.

**Primary Covered Person** means the person who has completed and signed the Enrollment Form and who has been accepted for coverage by Us.

**Pre-existing Condition** means a condition which a Physician has treated or for which a Physician has advised treatment of the Covered Person within 6 months before the Covered Person's effective date of insurance. It is also one which would cause a person to seek diagnosis or care within the same 6-month period.

**Rehabilitation Unit** means a Hospital or department in a Hospital with specialization to facilitate the process of recovery

from Injury or Sickness to as normal a condition as possible.

**Replaced Policy** means a prior plan of hospital indemnity insurance sponsored by the Policyholder. The following conditions must be met:

1. The Primary Covered Person was validly covered under the prior plan on the Policy Effective Date;
2. the applicable premium is paid; and
3. the prior coverage is terminated upon issuance of this coverage.

**Schedule of Benefits** means the pages so labeled in this Certificate.

**Sickness** means illness, disease or Complication of Pregnancy of a Covered Person which:

1. first manifests itself while coverage is in force for the Covered Person; and
2. does not result from a Pre-existing Condition as defined in this Certificate; and
3. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Spouse** means the Primary Covered Person's Spouse, provided the Primary Covered Person and His Spouse are not legally separated or divorced.

**Surgery** means cutting into the skin or other organ.

**United States** means the United States and its territories.

**You, Your, Member or Primary Covered Person** mean the individual who is eligible to enroll for insurance and for whom coverage is provided under the Policy and this Certificate.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Certificate Effective Date**

We agree to provide the Hospital Indemnity Insurance Benefits described in this Certificate in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Certificate Effective Date shown on this Certificate's first page.

### **Individual Coverage - Eligibility**

To be eligible for insurance under the Policy as a Primary Covered Person, a person must be a member of an eligible Class as defined in the *Schedule of Benefits*.

### **Enrollment**

An individual who is a member of an eligible Class may enroll for coverage as a Primary Covered Person during the Initial Enrollment Period as shown in the *Schedule of Benefits* that follows the later of:

1. the Policy Effective Date;
2. the date the individual first becomes a member of an eligible Class;
3. the date the individual completes the Waiting Period shown in the *Schedule of Benefits*, if applicable.

### **Primary Covered Person Effective Date**

Your effective date of coverage under the Policy will be determined as follows:

1. If You Enroll for coverage when the Policyholder applies for coverage, Your coverage will be effective on the Policy Effective Date.
2. If You become eligible after the Policy Effective Date and Enroll during an Initial Enrollment Period, Your coverage will be effective the first of the month following the later of the end of any applicable Waiting Period, Initial Enrollment Period and receipt of the Enrollment Form by Us.

### **Family Coverage - Eligibility**

Family members eligible for coverage are:

1. the Primary Covered Person;
2. His Spouse;
3. His Child(ren).

A Spouse who is an Eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both. A Child who is an Eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both.

### **Newborn Coverage from Birth**

If Your coverage includes a Child or Children and if a Child is born to You or Your Spouse while coverage under the Policy is in force, the newborn Child will become covered by the Policy from the moment of birth. No notification of birth is required.

### **Spouse and Children Effective Date**

The effective date of Spouse and Children's coverage under the Policy, a newborn Child, an adopted Child, or a Child placed for adoption depends on when You Enroll the Spouse and Children. The applicable premium must be paid. The effective dates are as follows:

1. If the Spouse and Children are eligible for coverage when the Policyholder applies for coverage, the coverage for the dependent will become effective on the Policy Effective Date if You Enroll the Spouse or Children for coverage at that time;
2. If You first become eligible after the Policy Effective Date and You Enroll the Spouse or Children during Your Initial Enrollment Period, the coverage for the dependent will be effective on the same date that Your coverage becomes effective;
3. If Your Spouse is a new Spouse who first becomes eligible after Your effective date of coverage and You timely Enroll the new Spouse as described above, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form ;
4. If the Child is a newborn Child who is born after Your effective date of coverage and You Enroll the newborn Child as described above, coverage will become effective as of the date of birth; or
5. If the Child qualifies for any other reason and first meets the definition of Child after Your effective date of coverage, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form.

### **Termination of an Member's Coverage**

A Member insurance under the Policy will automatically terminate on the earliest of the following dates:

1. the date that the Policy terminates;
2. the date of termination of any section or part of the Policy and this Certificate with respect to insurance under such section or part;
3. the premium due date coinciding with or next following the date that the Member ceases to be a member of an eligible Class;
4. the date the Member reaches the Maximum Age shown in the Schedule of Benefits;
5. any premium due date, if premium remains unpaid by the end of the Grace Period; and
6. the date the Policyholder no longer meets participation requirements.

Termination of coverage will not affect a claim for a loss that occurred while coverage was in force under the Policy. However, in no instance will benefits extend beyond the earliest of:

1. the date benefits payable reach any applicable Daily Benefit Amount or other benefit limit shown in the *Schedule of Benefits*; and
2. the date benefits payable reach any applicable Maximum Number of Daily Benefits, Lump Sum Benefit Amount, Maximum Number of Payments or Coverage Year Maximum shown in the *Schedule of Benefits*.

### **Spouse and Child Termination**

If the Primary Covered Person's Spouse or Child is a Covered Person, His coverage will end:

1. with respect to a covered Spouse, on the date He is Divorced from the Primary Covered Person; or
2. on the date the Primary Covered Person dies; or
3. on the date the required premium for the Spouse or Child's coverage is not paid; or
4. with respect to a covered Child, on the Policy anniversary following the date the Child no longer qualifies as a Child, as defined in this Certificate, unless continued under the Incapacitated Child Continuation provision.

### **Incapacitated Child Continuation**

If, on the date a Child reaches age 26, He is an Incapacitated Child as defined below and His coverage will not terminate solely due to age. But the Primary Covered Person must give us notice of the Child's incapacity within 60 days of His termination date. The Child's coverage will continue as long as the Child qualifies as an Incapacitated Child and the required premium is paid.

For the purposes of this provision, an Incapacitated Child means a Child of a Primary Covered Person or His Spouse who because of intellectual disability or physical handicap, is incapable of earning His own living and primarily dependent on the Primary Covered Person for support and maintenance.

We may, from time to time, require proof of the Child's continued incapacity and dependency. After the first two years, we will not require proof more than once each year.

### **Extension of Benefits**

If a Covered Person is in a Period of Confinement on the date the Policy terminates, coverage for the Hospital Indemnity Insurance Benefits shown in the *Schedule of Benefits* will remain in effect for that Covered Person for 90 days after the Policy's termination date.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice must be given to Us or Our authorized representative within 90 days after a Covered Person's loss or as soon as reasonably possible thereafter. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at Our Home Office in New York, New York, such other place as We may designate for the purpose, or to Our authorized representative. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

### **Claim Forms**

We will send forms to the claimant for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by the claimant upon submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our Home Office or to Our authorized representative, within 90 days of the loss for which claim is made. Failure to furnish proof within the time required will not invalidate or reduce a claim if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

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

Benefits will be paid as soon as reasonably possible; but not later than 60 days after We receive proper written Proof of Loss.

### **Payment of Claims**

All benefits will be paid in United States currency. All proceeds payable under the Policy, unless otherwise stated, will be payable to the Covered Person. If the Covered Person dies before all payments due have been made, all remaining amounts payable will be paid to the Covered Person's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for His property, a payment not exceeding \$5,000 may be made at Our option to any relative by blood or connection by marriage of the payee who has submitted reliable documentary evidence and, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs. Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

If the Covered Person provides Us with a written release to do so, we may, at Our option, pay benefits directly to the institution or person rendering treatment or services covered under the Policy.

### **Physical Examination**

We, at Our own expense, have the right and opportunity to examine a Covered Person when and as often as We may reasonably require while a claim is pending.

### **Legal Actions**

No action at law or in equity will be brought to recover benefits under the Policy less than 60 days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

**Payor of Last Resort:** The Virginia Department of Medical Assistance Services is the payor of last resort when a Covered Person is eligible for medical assistance in the Commonwealth. To the extent the Virginia Department of Medical Assistance Services has made payment for medical services where We have a legal obligation to make payment for such services under this Policy, the Commonwealth automatically acquires all rights to such payment from Us.

## **ADMINISTRATIVE PROVISIONS**

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### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. the Policyholder has given Us advance written notice of intent to discontinue coverage in accordance with the terms of the Policy; or
2. We do not intend to renew the Policy beyond the period for which premium has been accepted; and
3. written notice of Our intention not to renew is delivered to the Policyholder at least 31 days before the premium is due.

The Policy and Certificates under the Policy will be in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in this Certificate, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of the coverage by Covered 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 We agree to another mode of premium payment. Premiums are paid at Our Home Office or to Our authorized representative.

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

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes.**

The Policy, the application of the Policyholder and any individual applications of the Primary Covered Persons shall constitute the entire contract between the parties.

A copy of the application of the Policyholder shall be attached to the Policy when issued.

All statements made by the Policyholder or by the Primary Covered Persons shall be deemed representations and not warranties.

No written statement made by a Primary Covered Person shall be used in any contest unless a copy of the statement is furnished to the Primary Covered Person or to his beneficiary or personal representative.

### **Misstatement of Age**

If premiums for a Covered Person are based on age and the Covered Person's age has been misstated, there will be a fair adjustment of premiums based on His true age. If the benefits for which the Covered Person is insured are based on age and the Covered Person's age has been misstated, there will be an adjustment of said benefits based on His true age. We may require satisfactory proof of age before paying any claim.

### **Assignment**

Any Covered Person may assign His rights, privileges and benefits under the Policy to the institution or person rendering services as allowed in the Payment of Claims provision. We will be bound by an assignment of the Covered Person's insurance under the Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person as assignor and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under the Policy for the assignor remains in force. The assignee takes only such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

### **Incontestability**

The validity of the Policy of any coverage under the Policy may not be contested, except for nonpayment of premiums, after the Policy or coverage has been in force for two years from its date of issue.

No statement made by a Primary Covered Person relating to his insurability or the insurability of his Dependents will be used in contesting the validity of the insurance with respect to which such statement was made:

1. after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made; and
2. unless the statement is contained in a written instrument signed by the Primary Covered Person.

### **Conformity with State Statutes**

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

### **Clerical Error**

Clerical error, whether by the Policyholder or Us, will not void the insurance of any Covered Person if that insurance would otherwise have been in effect or extend the insurance of any Covered Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

### **Workers' Compensation Insurance**

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

### **Change of Beneficiary**

You can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Policy, unless the designation of the beneficiary is irrevocable.

# HOSPITAL INDEMNITY BENEFITS

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We will provide coverage for the benefits and services shown in the *Schedule of Benefits* that are required for the Medically Necessary treatment of a Covered Person's Injury or Sickness while insurance under the Policy is in force, subject to all applicable terms, conditions, provisions and exclusions.

Hospital Indemnity Benefits will be paid:

1. until any applicable Daily Benefit Amount or other benefit limit shown in the *Schedule of Benefits* has been reached; and
2. until the total of a Covered Benefit or Service equals any applicable Maximum Number of Daily Benefits, Lump Sum Benefit Amount, Maximum Number of Payments or Coverage Year Maximum shown in the *Schedule of Benefits*.

## Covered Benefits and Services

### Lump Sum Hospital Confinement Benefit

We will pay a lump sum benefit for the first day of each Covered Person's Hospital Confinement.

### Daily Hospital Confinement Benefit

We will pay a benefit for the first day and each subsequent day of a Covered Person's Hospital Confinement.

### Daily ICU/Burn Unit Benefit

We will pay a benefit for each day of a Covered Person's confinement in an Intensive Care Unit or a Burn Unit.

### Outpatient Surgery Benefit

We will pay a daily benefit for a Surgery performed on a Covered Person in an Ambulatory Surgical Center.

We will not pay this benefit after the Maximum Number of Procedures shown in the *Schedule of Benefits* has been reached.

### Inpatient Surgery

We will pay a daily benefit for a Surgery performed on a Covered Person while He is an inpatient in a Hospital.

We will not pay this benefit after the Maximum Number of Procedures shown in the *Schedule of Benefits* has been reached.

### Administration of Anesthesia

We will pay a daily benefit for the administration of anesthesia:

1. performed by a Physician or licensed anesthetist;
2. billed directly by the provider and not as a service of a Hospital; and
3. performed in conjunction with an inpatient or outpatient Surgery covered under the Policy.

We will not pay this benefit after the Maximum Benefit per Administration shown in the *Schedule of Benefits* has been reached.

### Office Visits

We will pay a daily benefit for each visit made by a covered Person to a Physician's office to receive care or treatment of a Sickness, an Accident or an Injury.

### Emergency Room Visits

We will pay a daily benefit for a Physician's treatment of a Covered Person during an Emergency Room visit for Sickness, Accident or Injury.

### Outpatient Facility Visits

We will pay the applicable daily benefit for Outpatient Facility visits made by a Covered Person in a setting other than a Physician's office or a Hospital for:

1. physical, occupational or speech therapy;
2. kidney dialysis;
3. echocardiogram;
4. exercise cardiac stress test; or

5. chemotherapy.

For the purposes of this benefit, the term Outpatient Facility means a free-standing, duly licensed, pre-designated and fixed medical/surgical care center that:

- a. cares for patients on other than an inpatient basis; and
- b. is utilized exclusively for the diagnosis and/or treatment of such patients' like conditions;
- c. is staffed with medical personnel specially trained for duty in such facility; and
- d. is not primarily a clinic or an Emergency Room.

All covered services received by a Covered Person at the same Outpatient Facility visit will be counted as one visit.

#### **Outpatient Diagnostic Laboratory Tests**

We will pay a daily benefit for diagnostic laboratory tests performed on a Covered Person while He is not an inpatient in a Hospital.

#### **Outpatient Diagnostic Radiology Tests**

We will pay the applicable daily benefit for diagnostic radiology tests performed on a Covered Person while He is not an inpatient in a Hospital.

#### **At Home Nursing Services**

We will pay a benefit for each day of private duty nursing care and attendance provided by a Nurse at the Covered Person's home. Nursing services must:

1. be required and authorized by the attending Physician; and
2. begin within the time period following Hospital Confinement in a shown in the *Schedule of Benefits*.

#### **Transportation Benefit**

We will pay a benefit for each day that a Covered Person requires Medically Necessary transportation to a Hospital by a licensed or Hospital-owned ground or air Ambulance.

We will also pay a benefit for each day of Non-Local Transportation when a Covered Person requires Hospital Confinement that is prescribed by a Physician and that cannot be obtained within 100 miles of the Covered Person's residence.

## LIMITATIONS AND EXCLUSIONS

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### Pre-Existing Condition Limitation

We will not cover any loss due to a Pre-existing Condition if the loss begins within 6 months after the Covered Person's effective date of insurance. However, We may pay benefits for a loss due to a Pre-existing Condition of a Covered Person who was covered:

1. by a Replaced Policy; and
2. by the Policy, issued by Us to the Policyholder on the Policy Effective Date, and this Certificate.

We will review the claim. If the Pre-existing Condition Limitation in this Certificate does not apply, We will pay the benefits provided by the Policy and this Certificate.

If the Covered Person does not satisfy this Certificate's Pre-existing Condition Limitation, but can satisfy the Replaced Policy's pre-existing condition limitation giving credit for all time insured under both policies; then We will pay the lesser of:

1. the benefits provided by the Policy and this Certificate without applying the Pre-Existing Condition Exclusion; or
2. the benefits provided by the Replaced Policy.

If the Covered Person does not satisfy this Certificate's Pre-existing Condition Limitation or that of the Replaced Policy, no Benefit will be paid.

### Pregnancy Limitation

Benefits for a normal pregnancy are paid on the same basis as for any other Sickness beginning on the 300<sup>th</sup> day after the Covered Person's effective date of insurance and while coverage under the Policy is in force for the Covered Person. The 300-day period will be reduced by one day for each day that a Replaced Policy was in force.

### Other Exclusions and Limitations

In addition to any benefit or service-specific exclusion, We will not pay benefits 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 this Certificate:

1. mental or emotional disorders without demonstrable organic disease;
2. treatment of Drug Addiction or for the use of drugs, except when the drugs are prescribed by or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
3. treatment of Alcoholism, or treatment of the use of alcohol;
4. rest cures;
5. dental services or treatments unless needed due to Injury;
6. routine eye examinations, eye glasses or the fitting thereof;
7. hearing aids or the fitting thereof;
8. hospitalization, treatment or service for members or ex-members of the armed forces in any military or veteran's hospital, soldier's home or Hospital contracted for or operated by a national government or agency thereof unless the Covered Person is legally required to pay for the charges therefor in the absence of insurance;
9. cosmetic services or treatment, except when such services or treatment is Medically Necessary;
10. reconstructive plastic surgery, except when Medically Necessary:
  - a. to restore a normal bodily function;
  - b. to improve functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
  - c. for breast reconstruction following mastectomy.
11. routine well-baby care;
12. losses related to pregnancy that begins before the Covered Person's effective date of insurance;
13. intentionally self-inflicted injury;
14. suicide or any attempted suicide while sane or insane;
15. taking part in an illegal occupation;
16. war, declared or undeclared; War does not include terrorism.
17. commission or attempt to commit a felony or an assault;
18. commission of or active participation in a riot or insurrection;
19. bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
20. travel in or on any kind of aircraft, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial airline; or
  - b. a passenger in a privately owned and operated airplane that seats more than 10 passengers;
21. active duty service in the military, naval or air services. Upon Our receipt of proof of service, We will refund any premium paid for this time on a pro-rata basis. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;

22. losses that take place outside the United States;
23. treatment of Drug Intoxication, except when caused by drugs that are prescribed by or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
24. losses for which benefits are compensable under Workers' Compensation law or any similar law.

# SIRIUSPOINT AMERICA INSURANCE COMPANY

ONE WORLD TRADE CENTER  
285 FULTON STREET, 47<sup>TH</sup> Floor  
NEW YORK, NY 10007  
(212) 312-2500

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## GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE

**POLICY EFFECTIVE DATE:** January 1, 2026

**POLICY ANNIVERSARY DATE:** January 1, 2027 and  
each January 1 thereafter


SiriusPoint America Insurance Company certifies that We have issued Group Critical Illness Insurance Policy Number HASA-CI-1001 to United Business Association, the Policyholder, to insure Eligible Persons described in this Certificate.

Coverage provided by the Policy will be administered on behalf of the Company by Healthy America

This Certificate describes the benefits and provisions of the Policy and is in effect for You when You meet the conditions of eligibility described in this Certificate and the Policy under which it is issued. This Certificate takes the place of any other Certificate previously issued to You. It contains all of the terms and conditions applicable to this insurance. Please read it carefully and keep it in a safe place.

This Certificate is not the Policy, nor does it waive or alter any of the Policy's terms and conditions. You may examine the Policy at the office of the Policyholder.

Signed for SiriusPoint America Insurance Company:



Melissa J. Ralph  
Secretary



Paul Mihulka  
President

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED PROVIDES LIMITED BENEFITS FOR CERTAIN  
CRITICAL ILLNESSES SPECIFICALLY DEFINED AND DESCRIBED HEREIN  
BENEFITS ARE NOT PAYABLE FOR LOSSES FROM ANY OTHER CAUSE  
BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A MEDICARE SUPPLEMENT POLICY  
IF YOU ARE ELIGIBLE FOR MEDICARE, REVIEW THE "GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH  
MEDICARE" AVAILABLE FROM THE COMPANY**

**THE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS A SUPPLEMENT TO HEALTH INSURANCE AND IS  
NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. IT DOES NOT QUALIFY AS MINIMUM ESSENTIAL  
HEALTH COVERAGE UNDER THE FEDERAL AFFORDABLE CARE ACT.**

**THE POLICY IS A LEGAL CONTRACT BETWEEN THE POLICYHOLDER AND THE COMPANY  
PLEASE READ YOUR CERTIFICATE CAREFULLY  
NON-PARTICIPATING**

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**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

**In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:**

SiriusPoint America Insurance Company  
ONE WORLD TRADE CENTER  
285 FULTON STREET, 47<sup>TH</sup> Floor  
NEW YORK, NY 10007  
(212) 312-2500

**If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commissions Bureau of Insurance at:**

Bureau of Insurance  
P.O. Box 1157  
Richmond, Virginia 23218-1157  
Call (804) 371-9741 or 1-800-552-7945 (VA Only) or 1-877-310-6560

**Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.**

## SCHEDULE OF BENEFITS

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This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all of its provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by the Policy. Please read each section, including the section describing the benefits, for full details.

### You are an Eligible Person if You:

- Class 1 All active members of the Policyholder who have chosen to enroll themselves in the BrightMed plan; or
- Class 2 a Dependent Spouse or a dependent Child of an Eligible Person in Class 1 above.

**Initial Enrollment Period:** 31 days

**Maximum Age:** Member and Dependent coverage ends when the Member is age 65.

## **CRITICAL ILLNESS BENEFITS**

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The following benefits are payable for Critical Illnesses listed in any of the Categories below that are diagnosed while coverage under the Policy is in force. Unless otherwise indicated below, any benefit amount, benefit limit or benefit maximum applies to each Covered Person.

### **Amounts of Insurance**

Guarantee Issue Amount – Not Subject to Evidence of Insurability

Member	\$25,000
Dependent Spouse	\$25,000
Dependent Child	\$6,250

### **Covered Critical Illness Benefits**

### **Benefit Amount**

#### **Maximum Benefit (all Categories)**

**200% of the Amount of Insurance**

#### **Category 1 – Cardiovascular-Related Critical Illnesses**

Heart Attack (myocardial infarction)	100% of the Amount of Insurance
Heart Transplant	100% of the Amount of Insurance
Stroke	100% of the Amount of Insurance
Ruptured Cerebral, Carotid or Aortic Aneurysm	100% of the Amount of Insurance
Coronary Artery Bypass Surgery	50% of the Amount of Insurance
Angioplasty	25% of the Amount of Insurance

#### **Category 2 - Cancer-Related Critical Illnesses**

Invasive Cancer	100% of the Amount of Insurance
Carcinoma in Situ	50% of the Amount of Insurance

#### **Category 3 – Other Critical Illnesses**

Major Organ Transplant	100% of the Amount of Insurance
End Stage Renal Failure	100% of the Amount of Insurance
Loss of Vision, Speech or Hearing	50% of the Amount of Insurance
Coma	100% of the Amount of Insurance
Severe Burns	100% of the Amount of Insurance
Permanent Paralysis	100% of the Amount of Insurance
Occupational HIV	50% of the Amount of Insurance
Alzheimer's Dementia	100% of the Amount of Insurance
Type I Diabetes	25% of the Amount of Insurance
Type II Diabetes	25% of the Amount of Insurance

#### **Recurrence of Critical Illness Benefit Lifetime Benefit payable once per Covered Person**

Category 3 (excluding Diabetes)	25% of the Amount of Insurance
---------------------------------	--------------------------------

**PREMIUM RATE**

Ages 16-29

\$8.91 per member per month  
\$17.81 per member and spouse per month  
\$10.09 per member and child per month  
\$19.00 per family per month

Age 30-39

\$13.93 per member per month  
\$27.86 per member and spouse per month  
\$15.12 per member and child per month  
\$29.05 per family per month

Ages 40-49

\$31.56 per member per month  
\$63.13 per member and spouse per month  
\$32.76 per member and child per month  
\$64.33 per family per month

Ages 50-59

\$71.97 per member per month  
\$143.93 per member and spouse per month  
\$73.17 per member and child per month  
\$145.14 per family per month

Ages 60-65

\$134.54 per member per month  
\$269.08 per member and spouse per month  
\$135.75 per member and child per month  
\$270.29 per family per month

**MODE OF PREMIUM PAYMENT**

Monthly

**PREMIUM DUE DATES**

The Certificate Effective Date and the first day of each modal period thereafter

**CONTRIBUTIONS**

The cost of the coverage is paid by the Covered Person.

## GENERAL DEFINITIONS

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

**Accident** means a sudden, unforeseeable event that:

1. directly and independently of all other causes results in bodily injury to a Covered Person;
2. occurs while coverage is in force for the Covered Person;
3. is not contributed to by Sickness, disease or bodily or mental infirmity; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Alzheimer's Dementia** means the loss of intellectual capacity:

1. involving impairment of memory and judgment as measured by cognitive and neuroradiological tests (e.g. CT scan, MRI, PET of the brain); and
2. resulting in significant reduction in mental and social functioning such that the Covered Person requires Substantial Assistance in performing at least three of the six Activities of Daily Living. No other dementing organic brain disorders or psychiatric illnesses shall meet the definition of Alzheimer's Dementia, nor will they be considered a Critical Illness.

**Age** means the Age of a Covered Person on His last birthday as of the Certificate Effective Date. His Age increases by one year on each Certificate anniversary.

If coverage is effective after the Policy Effective Date, Age means the Age of a Covered Person as of His last birthday preceding His request for insurance coverage.

**Angioplasty** means surgical repair or unblocking of a blood vessel, especially a coronary artery.

**Breslow Method** means a method for determining the prognosis for a Covered Person with melanoma by measuring the thickness of such melanoma.

**Category** means a set of Critical Illnesses shown in the *Schedule of Benefits* for which the Policy and this Certificate provide benefits.

**Carcinoma in Situ** means a diagnosis of cancer in which the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. Carcinoma in Situ includes early stage prostate cancer diagnosed as stages I or II or equivalent staging.

The term Carcinoma in Situ does not mean:

1. malignant melanoma of less than 1.0 mm. maximum thickness as determined by histological examination using the Breslow Method;
2. other skin malignancies;
3. pre-malignant lesions such as intraepithelial neoplasia; or
4. benign tumors or polyps.

**Certificate Effective Date** means the day on which coverage for the Primary Covered Person and other Covered Persons begins. Coverage will begin on the first day of the month following the date:

1. Our Home Office has approved the Primary Covered Person's Enrollment Form; and
2. the Policyholder has paid the first premium.

**Child (Children)** means the Primary Covered Person's children all of whom are not yet age 26, including:

1. a natural child from the moment of birth, stepchild, foster or legally adopted child; or
2. a child in the process of adoption (including a child while the Primary Covered Person is a party to a proceeding in which the adoption of such child by the Primary Covered Person is sought); or
3. a child for whom the Primary Covered Person is required by a court order to provide medical support; and
4. grandchildren who are dependent on the Primary Covered Person for federal income tax purposes at the time of application.

**Class** means a group of persons that We and the Policyholder have agreed to insure.

**Clinical Diagnosis** means a clinical identification of Invasive Cancer or Carcinoma in Situ based on history, laboratory study and symptoms.

**Cognitive Impairment** and **Cognitively Impaired** mean that the Covered Person has deterioration or loss in His intellectual capacity which requires another person's assistance or verbal cueing to protect the Covered Person or others

as measured by clinical evidence and standardized tests which reliably measure His impairment. Such loss in intellectual capacity can result from Sickness, Alzheimer's Disease or similar forms of senility or irreversible dementia.

**Coma** means a state of complete and continuous unconsciousness not less than 24 hours in duration, during which the Covered Person exhibits an inability to be aroused or to respond to external stimuli aside from primitive avoidance reflexes.

**Coronary Artery Bypass Surgery** means major surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts on the advice of a cardiologist or cardiothoracic surgeon.

The term Coronary Artery Bypass Surgery does not include the following procedures:

1. balloon angioplasty;
2. laser embolectomy;
3. atherectomy;
4. stent placement; or
5. other non-surgical procedures.

**Company** or **We, Us, Our** means SiriusPoint America Insurance Company, domiciled in New York, New York.

**Covered Person** means any of the following:

1. the Primary Covered Person; or
2. any eligible Spouse or Child, as indicated in the *Schedule of Benefits* whose coverage has become effective; or
3. any eligible Spouse or Child whose coverage has become effective and who is timely added to the Primary Covered Person's Enrollment Form after the Primary Covered Person's effective date of insurance; or
4. a newborn child (as described in the Eligibility Section ).

**Critical Illness** means:

1. Heart Attack
2. Heart Transplant
3. Stroke
4. Coronary Artery Bypass Surgery
5. Invasive Cancer;
6. Carcinoma in Situ
7. Major Organ Transplant;
8. End Stage Renal Failure;
9. Loss of Vision, Speech or Hearing;
10. Coma;
11. Severe Burns;
12. Permanent Paralysis;
13. Alzheimer's Dementia;
14. Type I Diabetes;
15. Type II Diabetes;

**End-Stage Renal Failure** means End Stage Renal disease which:

1. results in chronic irreversible failure of both kidneys to function; and
2. which requires a Covered Person to undergo regular renal dialysis at least weekly or a kidney transplant.

**Enrollment Form** means the form designated by Us that a person in an eligible Class must complete and submit in order to request enrollment in the Policy. Enrollment Forms are available from the Policyholder and must be submitted to the Policyholder to be forwarded to Us or Our authorized representative.

**Evidence of Insurability** means a form accepted by Us or Our authorized representative showing that an Eligible Member or an Eligible Dependent meets Our requirements to be insured under the Policy.

**Heart Attack (Myocardial Infarction)** means the death of a portion of the heart muscle resulting from blockage of one or more coronary arteries.

The term Heart Attack does not include the following:

1. an EKG change consistent with transient ischemic change;
2. angina;
3. chance finding of EKG changes suggestive of a previous Heart Attack; or
4. the death of the heart muscle coincidental with death from other causes.

**Heart Failure** means a diagnosis made after the Covered Person's effective date of insurance based on clinical evidence showing disease of or injury to the heart that is, by generally accepted medical standards, sufficient to require a human-to-human replacement of the whole heart.

**Heart Transplant** means that a Covered Person:

1. demonstrates Heart Failure; and
2. is registered with and on the waiting list of the United Network for Organ Sharing or its recognized successor for a human-to-human replacement of the whole heart.

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

**Illness** means Sickness or disease of a Covered Person.

**Initial Enrollment Period** means the period of time during which a Primary Covered Person is first eligible to enroll under the Policy.

**Injury** means bodily injury sustained which:

1. results directly and independently of all other causes from an Accident;
2. occurs while coverage is in force for the Covered Person;
3. is not caused or contributed to by Sickness; and
4. is not otherwise specifically excluded by name or description under the terms of the Policy and this Certificate.

**Invasive Cancer** means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of local or distant tissue. The term Invasive Cancer also includes Leukemia, Lymphoma and malignant melanoma with a maximum thickness of more than 1.0 mm. as determined by histological examination using the Breslow Method.

The term Invasive Cancer does not include the following:

1. Carcinoma in Situ;
2. All skin cancers, unless there is evidence of metastasis; or
3. Malignant melanoma of less than 1.0 mm. maximum thickness as determined by histological examination using the Breslow Method.

**Loss of Hearing** means clinically-proven irreversible loss of hearing in both ears, with an auditory threshold of more than 80 decibels, as a result of Illness or Injury that has continued without interruption for a period of at least 6 consecutive months after diagnosis.

**Loss of Speech** means clinically-proven total, permanent and irreversible loss of the ability to speak as a result of Illness or Injury or disease that has continued without interruption for a period of at least 6 consecutive months.

**Loss of Vision**, means clinically-proven, irreversible reduction of sight in both eyes as a result of Illness or Injury. The corrected visual acuity must be:

1. less than 20/200; or
2. a visual field restriction to 20 degrees or less in both eyes.

**Major Organ Failure** means clinical evidence showing disease of or injury to one of the following Major Organs that is, by generally accepted medical standards, sufficient to require a human-to-human replacement of the whole organ:

1. liver;
2. kidney;
3. pancreas or pancreas-kidney; or
4. lung or lungs.

A Covered Person must be diagnosed with Major Organ Failure after His effective date of insurance.

**Major Organ Transplant** means that a Covered Person:

1. demonstrates Major Organ Failure; and
2. is registered with and on the waiting list of the United Network for Organ Sharing or its recognized successor for a human-to-human replacement of the failing organ.

**Member** means a person who meets all of the conditions of membership and is in good standing with the Policyholder.

**Modified Rankin Scale** means a commonly used scale for measuring the degree of disability or dependence in the daily activities of people who have suffered a Stroke. The Modified Rankin Scale runs from 0 to 6 with 0 indicating no symptoms and 6 indicating that the patient has passed away. A score of 5 indicates severe disability causing the Covered Person to be bedridden, incontinent and in need of constant nursing care.

**Pathological Diagnosis** means identification of cancer based on a microscopic study of fixed tissue or preparations from the hemi (blood) system. A certified pathologist, in keeping with the standards set by the American Board of Pathology, must make a Pathological Diagnosis.

**Permanent Paralysis** means only loss resulting from hemiplegia, paraplegia or quadriplegia.

The loss must:

1. be expected to be permanent;
2. have been present continuously for at least 90 days;
3. be caused by Injury sustained in an Accident occurring after the Covered Person's effective date of insurance;
4. have been first diagnosed after the Covered Person's effective date of insurance;
5. be evidenced by the total and irreversible loss of use of two or more limbs; and
6. be marked by loss of muscle function in two arms, two legs, or one arm and one leg.

**Physician** means a medical doctor or other person recognized by law or regulation in the state where His services are rendered. The person must be licensed to practice medicine, prescribe and administer drugs or to perform surgery in the United States.

The term Physician does not include:

1. the Primary Covered Person;
2. a person related to Him by blood or marriage; or
3. a medical doctor or other person practicing outside of the United States.

**Policy** means the Group Policy issued to the Policyholder.

**Policyholder** means the entity, in whose name the Policy is issued, as identified on this Certificate's face page.

**Policy Effective Date** means the date that coverage begins under the Policy.

**Primary Covered Person** means the person who has completed and signed the Enrollment Form and who has been accepted for coverage by Us.

**Pre-existing Condition** means any of the following which a Physician has treated or for which a Physician has advised treatment of the Covered Person within 6 months before the Covered Person's effective date of insurance:

1. Heart Attack;
2. Stroke;
3. Invasive Cancer;
4. Carcinoma in Situ;
5. Coma;
6. End-Stage Renal Failure;
7. Loss of Vision, Speech or Hearing;
8. Severe Burns;
9. Permanent Paralysis;
10. Alzheimer's Dementia;
11. Type I Diabetes;
12. Type II Diabetes.

**Proof of Loss** means information provided to Us, or Our authorized representative, by a claimant that is necessary to properly process and pay a claim.

**Recurrence of a Critical Illness** means a second diagnosis by a Physician of a Critical Illness, other than Diabetes, in the same Category as a Critical Illness first diagnosed while coverage is in force for a Covered Person and for which a benefit has already been paid.

**Ruptured Cerebral, Carotid or Aortic Aneurysm** means a localized, blood-filled dilation of a blood vessel caused by disease or weakening of the vessel wall in the brain, carotid arteries, or aorta, spilling blood into the surrounding tissues (called a hemorrhage).

**Schedule of Benefits** means the pages so labeled in this Certificate.

**Severe Burns** means that the Covered Person has sustained third degree burns covering at least 20% of the surface area of His body. Third degree means the destruction of the skin through the entire thickness or depth of the dermis and the layer of tissue below the skin (subcutaneous tissue).

**Sickness** means Illness caused by a Critical Disease:

1. for which benefits are provided by the Policy and this Certificate; and
2. that requires the care of a Physician.

**Spouse** means the Primary Covered Person's Spouse, provided the Primary Covered Person and His Spouse are not legally separated or divorced.

**Stroke, or Cerebrovascular Accident (CVA)** means death of brain tissue due to a cerebrovascular event resulting in neurological damage including infarction, hemorrhage or embolization of brain tissue from an extra cranial source for at least 60 days.

The term Stroke does not mean a transient ischemic attack, transient global amnesia, chronic cerebrovascular insufficiency, attacks of vertebrobasilar ischemia or a cerebrovascular event resulting from accidental Injury.

**Tentative Diagnosis** means a diagnosis of Invasive Cancer or Carcinoma in Situ based upon dated medical records.

**Type I Diabetes** means the body fails to produce insulin and the Covered Person requires insulin replacement.

**Type II Diabetes** means the body becomes resistant to the effects of insulin or does not make enough insulin.

**You, Your, Member or Primary Covered Person** mean the individual who is eligible to enroll for insurance and for whom coverage is provided under the Policy and this Certificate.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Certificate Effective Date**

We agree to provide the Critical Illness Insurance Benefits described in this Certificate in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Certificate Effective Date shown on this Certificate's first page.

### **Individual Coverage - Eligibility**

To be eligible for insurance under the Policy as a Primary Covered Person, a person must be a member of an eligible Class as defined in the *Schedule of Benefits*.

### **Enrollment**

An individual who is a member of an eligible Class may enroll for coverage as a Primary Covered Person during the Initial Enrollment Period as shown in the *Schedule of Benefits* that follows the later of:

1. the Policy Effective Date;
2. the date the individual first becomes a member of an eligible Class;
3. the date the individual completes the Waiting Period shown in the *Schedule of Benefits*, if applicable.

### **Primary Covered Person Effective Date**

Your effective date of coverage under the Policy will be determined follows:

1. If You enroll for coverage when the Policyholder applies for coverage, Your coverage will effective on the Policy Effective Date.
2. If You become eligible after the Policy Effective Date and enroll during a Waiting Period or an Initial Enrollment Period, Your coverage will be effective the first of the month next following the later of the end of any applicable Waiting Period, Initial Enrollment Period and receipt of the Enrollment Form by Us.

### **Family Coverage - Eligibility**

Family members eligible for coverage are:

1. the Primary Covered Person;
2. His Spouse;
3. His Child(ren).

A Spouse who is an eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both. A Child who is an eligible Member may be covered as a Primary Covered Person or a Covered Dependent, but not both.

### **Newborn Coverage from Birth**

If Your coverage includes a Child or Children and if a Child is born to You or Your Spouse while coverage under the Policy is in force, the newborn Child will become covered by the Policy from the moment of birth. No notification of birth is required.

### **Spouse and Children Effective Date**

The effective date of Spouse and Children's coverage under the Policy, a newborn Child, an adopted Child, or a Child placed for adoption depends on when You enroll the Spouse and Children. The applicable premium must be paid. The effective dates are as follows:

1. If the Spouse and Children are eligible for coverage when the Policyholder applies for coverage, the coverage for the dependent will become effective on the Policy Effective Date if You enroll the Spouse or Children for coverage at that time;
2. If You first become eligible after the Policy Effective Date and You enroll the Spouse or Children during Your Initial Enrollment Period, the coverage for the dependent will be effective on the same date that Your coverage becomes effective;
3. If Your Spouse is a new Spouse who first becomes eligible after Your effective date of coverage and You timely enroll the new Spouse as described above, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form;
4. If the Child is a newborn Child who is born after Your effective date of coverage and You enroll the newborn Child as described above, coverage will become effective as of the date of birth; or
5. If the Child qualifies for any other reason and first meets the definition of Child after Your effective date of coverage, coverage will become effective as of the first day of the month next following the date on which We receive Your Enrollment Form.

### **Termination of a Member's Coverage**

A Member's insurance under the Policy will automatically terminate on the earliest of the following dates:

1. the date that the Policy terminates;
2. the date of termination of any section or part of the Policy and this Certificate with respect to insurance under such section or part;
3. the premium due date coinciding with or next following the date that the Member ceases to be a member of an eligible Class;
4. the date the Member reaches the Maximum Age shown in the Schedule of Benefits;
5. the last day of the Grace Period if the premium remains unpaid; and
6. the date the Policyholder no longer meets participation requirements.

Termination of coverage will not affect a claim for a loss that occurred while coverage was in force under the Policy. However, in no instance will benefit payments extend beyond the date any benefit amount, benefit limit or benefit maximum shown in the *Schedule of Benefits* and applicable to the diagnosis of a Critical Illness is reached.

### **Spouse and Child Termination**

If the Primary Covered Person's Spouse or Child is a Covered Person, His coverage will end:

1. with respect to a covered Spouse, on the date He is divorced from the Primary Covered Person; or
2. on the date the Primary Covered Person dies; or
3. if the last day of the Grace Period if the premium remains unpaid for the Spouse or Child's coverage; or
4. with respect to a covered Child, on the Policy anniversary following the date the Child no longer qualifies as a Child, as defined in this Certificate, unless continued under the Incapacitated Child Continuation provision.

### **Incapacitated Child Continuation**

If, on the date a Child reaches age 26, He is covered under the Policy as an Incapacitated Child as defined below, His coverage will not terminate solely due to age. But the Primary Covered Person must give Us notice of the Child's incapacity within 60 days of His termination date. The Child's coverage will continue as long as the Child qualifies as an Incapacitated Child and the required premium is paid.

We may, from time to time, require proof of the Child's continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.

For the purposes of this provision, an Incapacitated Child means the Child of a Primary Covered Person or His Spouse who is intellectually disabled or physically handicapped, incapable of earning His own living and primarily dependent on the Primary Covered Person for support and maintenance.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice must be given to Us or Our authorized representative within 90 days after a Covered Person's loss or as soon as reasonably possible thereafter. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at Our Home Office in New York, New York, such other place as We may designate for the purpose, or to Our authorized representative. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

### **Claim Forms**

We will send forms to the claimant for filing proof of loss when We receive the notice of claim. If claim forms are not furnished within 15 days after We receive notice, the proof requirements will be met by the claimant upon submitting, within the time fixed in this Certificate for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our Home Office or to Our authorized representative, within 90 days of the loss for which claim is made. Failure to furnish proof within the time required will not invalidate or reduce a claim if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

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

We will pay benefits due under this Certificate for any loss immediately upon receipt of due written or authorized electronic proof of such loss. Any balance remaining unpaid at the termination of liability will be paid immediately, and in no more than 60 days after receipt of proof satisfactory to Us, unless otherwise stated in this Certificate.

### **Payment of Claims**

All benefits will be paid in United States currency. All proceeds payable under the Policy, unless otherwise stated, will be payable to the Covered Person. If the Covered Person dies before all payments due have been made, all remaining amounts payable will be paid to the Covered Person's estate.

If the action to recover the claim proceeds due under the Policy results in a judgement against Us, interest on the judgement at the legal rate of interest will be paid from the date of presentation to Us of proof of loss to the date judgement is entered. If no action is brought, interest on the claim proceeds paid to the Covered Person or assignee entitled thereto, will be computed daily at the legal rate of interest from the date of 15 working days from Our receipt of proof of loss to the date of claim payment.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to 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 Our option to any relative by blood or connection by marriage of the payee who has submitted reliable documentary evidence and, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs. Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

If the Covered Person provides Us with a written release to do so, We may, at Our option, pay benefits directly to the institution or person rendering treatment or services covered under the Policy.

### **Physical Examination**

We, at Our own expense, have the right and opportunity to examine a Covered Person when and as often as We may reasonably require while a claim is pending.

### **Legal Actions**

No action at law or in equity will be brought to recover benefits under the Policy less than 60 days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

## **ADMINISTRATIVE PROVISIONS**

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### **Grace Period**

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. the Policyholder has given Us advance written notice of intent to discontinue coverage in accordance with the terms of the Policy; or
2. We do not intend to renew the Policy beyond the period for which premium has been accepted; and
3. written notice of Our intention not to renew is delivered to the Policyholder at least 31 days before the premium is due.

The Policy and Certificates under the Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in this Certificate, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of the coverage by Covered 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 We agree to another mode of premium payment. Premiums are paid at Our Home Office or to Our authorized representative.

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

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

The Policy, the Policyholder's Application, and any attached Riders or Amendments along with this Certificate make up the entire contract. A copy of the Primary Covered Person's Enrollment Form will also be attached.

No change in the Policy or this Certificate will be valid until approved by an officer of the Company. The change must be signed by an officer of the Company and attached to the Policy. No agent may change the Policy or waive any of its provisions.

### **Misstatement of Age**

If premiums for a Covered Person are based on age and the Covered Person's age has been misstated, there will be a fair adjustment of premiums based on His true age. If the benefits for which the Covered Person is insured are based on age and the Covered Person's age has been misstated, there will be an adjustment of said benefit based on His true age. We may require satisfactory proof of age before paying any claim.

### **Assignment**

You, or any Covered Person, may assign His rights, privileges and benefits under this Policy to the institution or person rendering services as allowed in the Payment of Claims provision. We will be bound by an assignment of the Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person as assignor and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy for the assignor remains in force. The assignee takes only such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

### **Incontestability**

All statements You have made to obtain insurance under the Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement is signed by the person making the statement and is, or has been, furnished to the claimant or his beneficiary or personal representative.

After two years from Your effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for non-payment of premium.

In the event of death or incapacity, Your representative shall be given a copy.

**Claims Experience:** Upon request, We will provide a Policyholder that employed an average of at least 100 Covered Persons during the preceding 12 months with a complete record of the Policyholder's claims experience under this Policy. This record will be made available promptly to the Policyholder upon request not less than 30 days prior to the date upon which the premium or contractual terms of the Policy may be amended.

### **Conformity with State Statutes**

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

### **Clerical Error**

Clerical error, whether by the Policyholder or Us, will not void the insurance of any Covered Person if that insurance would otherwise have been in effect or extend the insurance of any Covered Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

### **Workers' Compensation Insurance**

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

# CRITICAL ILLNESS BENEFITS

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We will pay the benefits shown in the *Schedule of Benefits*, to a Covered Person who is diagnosed by a Physician with a Critical Illness in any of the Categories listed below, subject to all applicable conditions, exclusions and limitations, provided that:

1. the Critical Illness occurs and is diagnosed after the Covered Person's effective date of insurance; and
2. coverage for the Covered Person is in force under the Policy and this Certificate.

Benefits payable will equal the Amount of Insurance applicable to the Covered Person and shown in the *Schedule of Benefits*, multiplied by the percentage of the Benefit Amount applicable to the diagnosis of each Critical Illness shown in the *Schedule of Benefits*.

Covered Critical Illness Benefits will be paid subject to:

1. any age reductions to the Amount of Insurance applicable to the Covered Person as shown in the *Schedule of Benefits*; and
2. any benefit amount, benefit limit or benefit maximum applicable to the diagnosis of a Critical Illness shown in the *Schedule of Benefits*.

When a Critical Illness for which benefits are provided under the Policy and this Certificate is contributed to or caused by another Critical Illness, We will pay only one benefit. The benefit paid will be the larger of the two. If the benefits are equal, the Covered Person may choose the benefit to be paid.

## Covered Critical Illness Benefits

### Category 1 – Cardiovascular-Related Critical Illnesses

#### Heart Attack Benefit

We will pay this benefit when We receive Proof of Loss with a Date of Diagnosis showing that a Covered Person is diagnosed with a Heart Attack that:

1. displays new EKG changes consistent with and supporting the diagnosis of a Heart Attack;
2. exhibits elevation of cardiac biomarkers / enzymes (such as Troponin and Creatine Kinase) above generally accepted laboratory levels of normal (in case of CPK, a CPK-MB measurement must be used); and
3. is confirmed by imaging studies such as thallium scans, MUGA scans or stress echocardiograms.

For the purposes of this benefit, the Date of Diagnosis means the date of ischemic death of an area of the heart muscle, as confirmed by criteria outlined above. The diagnosis must be made based on generally accepted principles of medicine.

We will not pay benefits for a Heart Attack that occurs during or within 48 hours after a cardiac or coronary artery procedure.

#### Heart Transplant Benefit

We will pay this benefit when We receive Proof of Loss showing that a Covered Person requires a Heart Transplant.

We will also pay this benefit if a Covered Person requires a heart/lung transplant.

#### Stroke Benefit

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with a Stroke based on all of the following criteria:

1. documented neurological impairment or deficits;
2. evidence of brain tissue damage shown by neuroimaging (CT, MRI, or PET Tomography or similar test); and
3. permanent neurological deficit measured three months or more after the event that results in a score of 2 or higher on the Modified Rankin Scale for stroke outcome.

#### Coronary Artery Bypass Surgery Benefit

We will pay this benefit when We receive Proof of Loss showing that a Covered Person has undergone Coronary Artery Bypass Surgery following a diagnosis of coronary heart disease made by accepted angiography testing.

#### Ruptured Cerebral, Carotid or Aortic Aneurysm Benefit

We will pay this benefit when We receive Proof of Loss showing that a Covered Person has undergone surgery to repair a Ruptured Cerebral, Carotid or Aortic Aneurysm.

### **Angioplasty Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person has undergone an Angioplasty.

## **Category 2 – Cancer-Related Critical Illnesses**

### **Invasive Cancer Benefit**

We will pay this benefit when We receive Proof of Loss, supported by a Pathological Diagnosis made more than 45 days after the Covered Person's effective date of insurance, showing that a Covered Person suffers from Invasive Cancer.

We will accept a Clinical Diagnosis in place of a Pathological Diagnosis and pay this benefit only if:

1. a Pathological Diagnosis cannot be made because it is medically inappropriate or life-threatening;
2. there is medical evidence to support the diagnosis; and
3. a Physician is treating the Covered Person for cancer.

Proof of Loss must include the Date of Diagnosis. For the purposes of this benefit, Date of Diagnosis means the later of the date of:

- a. a Pathological Diagnosis;
- b. a Clinical Diagnosis, if acceptable as indicated above; or
- c. the day the tissue specimen, culture and/or titer(s) are taken, upon which the Clinical or Pathologic Diagnosis of Invasive Cancer is made.

We will not pay benefits based on a Tentative Diagnosis of Invasive Cancer.

### **Carcinoma in Situ Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person suffers from Carcinoma in Situ.

Proof of Loss must include the Date of Diagnosis. For the purposes of this benefit, Date of Diagnosis means the later of the date of:

1. a Clinical Diagnosis; or
2. the day the tissue specimen, culture and/or titer(s) are taken, upon which the Clinical Diagnosis of Carcinoma in Situ is made.

## **Category 3 – Other Critical Illnesses**

### **Major Organ Transplant Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person requires a Major Organ Transplant.

We will not pay for a Heart Transplant or a Heart/Lung Transplant.

### **End Stage Renal Failure Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with End Stage Renal Failure.

### **Loss of Vision, Speech or Hearing Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with:

1. Loss of Vision;
2. Loss of Speech;
3. Loss of Hearing.

An ophthalmologist must make the diagnosis of Loss of Vision by physical examination. There must be clear proof that blindness was due to Illness or Injury and that the condition has continued without interruption for a period of at least 6 consecutive months after diagnosis.

A speech pathologist must make the diagnosis of Loss of Speech by physical examination.

An audiologist must make the diagnosis of Loss of Hearing by physical examination.

**Coma Benefit**

We will pay this benefit when We receive Proof of Loss showing that the Covered Person is diagnosed with a Coma. A board-certified Neurologist must make the diagnosis of Coma.

We will not pay benefits for medically-induced Comas.

**Severe Burns Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with Severe Burns that result, directly and independently of all other causes, from an Accident. A Physician board-certified in Plastic Surgery must make the diagnosis of Severe Burns.

**Permanent Paralysis Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with Permanent Paralysis resulting, directly and independently of all other causes, from an Accident.

We will not pay benefits for Paralysis that results from a Stroke.

**Alzheimer's Dementia Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with Alzheimer's Dementia by a Physician board certified in Neurology.

**Type I Diabetes Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with Type I Diabetes.

**Type II Diabetes Benefit**

We will pay this benefit when We receive Proof of Loss showing that a Covered Person is diagnosed with Type II Diabetes.

**Recurrence of Critical Illness Benefit**

We will pay a one-time benefit to a Covered Person during the entire time His coverage is in force for the Recurrence of a Critical Illness. We will not pay a Recurrence Benefit for Diabetes.

This benefit will only be paid if all of the following conditions are met:

1. the second diagnosis must follow the first by more than 6 months;
2. the Covered Person must not have received treatment during a 6 consecutive month period between the two diagnoses; and
3. the second diagnosis must take place while coverage is in force for the Covered Person.

This benefit will end upon payment to the Covered Person and We will not pay benefits to Him for any subsequent Recurrence of a Critical Illness.

For the purposes of this benefit, the term treatment does not include:

- a. preventative medications in the absence of disease; or
- b. routine scheduled follow-up visits to a Physician.

## LIMITATIONS AND EXCLUSIONS

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### **Pre-Existing Condition Limitation**

We will not pay benefits for a Critical Illness caused or contributed to by, or resulting from, a Pre-existing Condition.

This Limitation will not apply to a Critical Illness that occurs after coverage under this Certificate is in force for the Covered Person for at least 6 months after the Covered Person's most recent effective date of insurance.

If coverage under this Certificate replaces a prior plan of critical illness insurance sponsored by the Policyholder and the Covered Person does not satisfy this Certificate's Pre-existing Condition Limitation, but can satisfy their prior plan's pre-existing condition limitation giving credit for all time insured under both policies, then We will pay the lesser of:

1. benefits under this Certificate without application of the pre-existing conditions limitation; or
2. benefits of the prior plan.

The following conditions must be met:

1. The Primary Covered Person was validly covered under the prior plan on the Policy Effective Date;
2. the applicable premium is paid; and
3. the prior coverage is terminated upon issuance of this coverage.

### **Exclusions**

No benefits will be payable for any of the following unless coverage is specifically provided for and described by name in this Certificate.

1. A Critical Illness diagnosed outside of the United States.
2. Any Critical Illness suffered by a Covered Person that is caused by, contributed to, or that occurs during any of the following:
  - a) Any intentionally self-inflicted injury;
  - b) Suicide, or attempted suicide, while sane or insane;
  - c) Active duty military service;
  - d) Participation in the commission or attempted commission of a felony;
  - e) Active participation in a riot or insurrection;
  - f) Being intoxicated or under the influence of alcohol, drugs or any narcotic (including overdose) unless administered on, and taken in accordance with, the instructions of a Physician;
  - g) Psychosis; or
  - h) Alcoholism or drug addiction.

NOTICE OF  
PROTECTION PROVIDED BY  
VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability [income] insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association’s website at [www.valifega.org](http://www.valifega.org) or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION  
c/o APM Management Services, Inc.  
1503 Santa Rosa Road, Suite 101  
Henrico, VA 23229-5105  
804-282-2240

STATE CORPORATION COMMISSION  
Bureau of Insurance  
PO Box 1157  
Richmond, VA 23218-1158  
804-371-9741  
Toll Free Virginia Only: 1-800-552-7945  
<http://www.scc.virginia.gov/division/boi/index.htm>

**Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on the Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.**

# SIRIUSPOINT AMERICA INSURANCE COMPANY

ONE WORLD TRADE CENTER, 285 FULTON ST, 47<sup>th</sup> Floor  
NEW YORK, NY 10007

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## IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”).

### WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated “sanctioned” countries.
- OFAC maintains a directory known as the “Specially Designated Nationals and Blocked Persons” (“SDNBP”) list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:

<https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

### OBLIGATIONS PLACED ON US BY OFAC

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or “freeze” property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) business days.

### POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an “APPLICATION FOR THE RELEASE OF BLOCKED FUNDS” and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Documents/license.pdf>.

# **HIPAA NOTICE OF PRIVACY RIGHTS**

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

**PLEASE REVIEW IT CAREFULLY.**

## **I. OUR DUTIES**

We are required, by Federal law, to maintain the privacy of Protected Health Information. Furthermore, we are required to provide you with notice of our legal duties and privacy practices with respect to Protected Health Information. "Protected Health Information" includes any identifiable information that we obtain from you or others relating to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this Notice of Privacy Rights currently in effect. We reserve the right to change the terms of this Notice of Privacy Rights and to make the new notice provisions effective for all Protected Health Information we maintain. In the event we change this Notice of Privacy Rights we will notify you and post the new notice to the SiriusPoint America website.

## **II. YOUR INDIVIDUAL RIGHTS**

With respect to Protected Health Information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of Protected Health Information, including the uses and disclosures listed in this Notice of Privacy Rights and permitted disclosures. However, we are not required to agree to a requested restriction.
2. The right to reasonably request to receive confidential communication of Protected Health Information by alternative means or at alternative locations.
3. The right to inspect and copy your Protected Health Information in our records, except for:
  - Psychotherapy notes;
  - Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - Protected Health Information that is subject to a law prohibiting access to that information; or
  - If the Protected Health Information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

4. We may also deny your request to inspect and copy your Protected Health Information if:
- A licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety, or the life or physical safety of another person;
  - The Protected Health Information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
  - A licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

In the event we deny access on one of the above four grounds, you have the right to have the denial reviewed in accordance with applicable law.

5. The right to amend your Protected Health Information contained in our records. However, we are not required to amend the information if the information: (i) was not created by us; (ii) is not part of your medical or billing records; (iii) is not available for inspection; or (iv) the information is accurate and complete.
6. The right to receive an accounting of disclosures of Protected Health Information made by us in the six (6) years prior to the date on which the accounting is requested, except for disclosures:
- To carry out payment and health care operations as provided below;
  - For notification purposes, as provided by law;
  - For national security or intelligence purposes, as provided by law;
  - To correctional institutions or law enforcement officials, as provided by law; or
  - That occurred prior to September 1<sup>st</sup>, 2014 (Effective Date of Notice)
7. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

### **III. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

Under Federal law, we are permitted to use and disclose Protected Health Information, without your authorization, for the purposes of treatment, payment, and health operations.

- **Treatment:** We do not provide treatment.
- **Payment:** Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures for the purposes of payment include: (i) sharing Protected Health Information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (ii) sharing Protected Health Information with third party administrators for the processing of claims.
- **Operations:** Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures for operations purposes include: (i) using Protected Health Information for the purpose of underwriting and calculating premium rates; (ii) using Protected Health Information to perform legal, actuarial, and auditing services; (iii) disclosing Protected Health Information when responding to complaints; and (iv) use of Protected Health Information for general data analyses and long-term management and planning.

We may also use and disclose your Protected Health Information for other purposes permitted or required by law, including the following:

- To you, as the covered individual.
- To a personal representative designated by you to receive Protected Health Information or a personal representative designated by law such as the parent or legal guardian of a child, or the surviving family members or representative of the estate of a deceased individual.
- To the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with HIPAA and the HIPAA Privacy Rules.
- To a business associate as part of a contracted agreement to assist us with our business activities. We require these business associates to appropriately safeguard the privacy of your information.
- For any purpose required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law.
- To an appropriate government authority as required by law if we suspect child abuse or neglect, or if we believe you to be the victim of abuse, neglect, or domestic violence.
- To a health oversight agency for oversight activities authorized by law.
- In connection with judicial and administrative proceedings, including disclosures in response to a court order, subpoena or discovery request.

- As required for law enforcement purposes.
- To a coroner or medical examiner consistent with law.
- To cadaveric organ, eye or tissue donation programs.
- For specialized government functions (*e.g.*, military and veterans activities, national security and intelligence).
- As required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which Protected Health Information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your Protected Health Information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used and disclosed your Protected Health Information in good faith with the authorization.

#### **IV. COMPLAINTS REGARDING YOUR PRIVACY RIGHTS**

If you believe that your privacy rights have been violated, you may file a complaint with us or with the Secretary of Health and Human Services (the "Secretary"). The Secretary can be contacted at the following address: Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. If you would like to file a complaint with us, address your complaint to the Privacy Officer at the location listed in the section below entitled "Contact Us." You will not be retaliated against for filing a complaint.

#### **V. CONTACT US**

You may exercise the rights described in this Notice of Privacy Rights by contacting the office identified below. The contact is:

Privacy Officer  
SiriusPoint America Insurance Company  
One World Trade Center, 285 Fulton St, 47th Floor  
New York, NY 10007

#### **VI. EFFECTIVE DATE**

The effective date of this Notice of Privacy Rights is September 1<sup>st</sup>, 2014.







