

# WEST VIRGINIA

## GAP AME 10K+

### Certificates of Insurance - Individual 702

GAP AME10K+  
Accidents Happen.



# UBA

*These Certificates of Insurance are for the Gap AME 10K+ Plan. You can call your personal member concierge at 866.438.4274 for any questions with your certificates.*

*Note: The Certificates of Insurance are only for the Group Insurance included in the product and not any non-insurance services that may or may not be included in your membership product. Please refer to the Member Guide for details on any non-insurance services that may or may not be included in your product.*

\*Group Accident Only Insurance is underwritten by Guarantee Trust Life Insurance Company.

GapAME\_10K(702-Ind)  
CertificatesofInsurance\_v0222  
[AD071819]

United Business Association  
409 W Vickery Blvd, Fort Worth, TX 76104  
866.438.4274 | ubamembers.com



**READ CAREFULLY FOR ALL LIMITATIONS, EXCLUSIONS, AGE LIMITS, DEFINITIONS AND SCHEDULE OF BENEFITS.**

# Member Driven Value.

PGS 03-18

Group Accident Only Insurance  
Certificate of Insurance

ASSOCIATION  
MEMBERSHIP BENEFITS  
PROVIDED BY:

**UBA**

INSURANCE COVERAGE  
UNDERWRITTEN BY:

**GTL** | GUARANTEE  
TRUST  
LIFE

BILLING\*, FULFILLMENT,  
& CUSTOMER SERVICE  
PROVIDED BY:

**Healthy**  
*america*

*\*Billing is administered through the Third Party Administrator of H A Partners, Inc. or HealthyAmerica (depending on state).*

**GUARANTEE TRUST LIFE INSURANCE COMPANY**  
**1275 Milwaukee Avenue**  
**Glenview, Illinois 60025**

**CERTIFICATE OF INSURANCE**

This is Your Certificate of Insurance (Certificate) while You are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a contract between the Policyholder and Us. The Policyholder is shown on the Schedule of Benefits.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions and limitations of the Policy. The Policy may be amended at any time without Your consent or notice to You. Any such amendment will not affect a claim starting before the amendment takes effect.

**Right to Examine:** If You are not satisfied with this Certificate, return it to Our home office within ten days after the date You received it. This Certificate will then be canceled and any Premium paid will be refunded.

The Policy is held by the Policyholder. You may inspect it at any time during business hours at the office of the Policyholder.

**READ YOUR CERTIFICATE CAREFULLY**

The image shows two handwritten signatures in black ink. The signature on the left is for the Secretary, and the signature on the right is for the President. Both signatures are cursive and stylized.

Secretary

President

**GROUP ACCIDENT ONLY COVERAGE**

**NON-PARTICIPATING**

GACXXCV100

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## DEFINITIONS

**Accident:** A sudden, unforeseeable, external event which results in an Injury.

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of the Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**Company:** Guarantee Trust Life Insurance Company, a mutual company. Also hereinafter referred to as We, Us and Our.

**Covered Charge:** The Reasonable and Customary charge incurred for a service or supply listed in this certificate which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury caused by an Accident. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

**Deductible:** A dollar amount of Covered Charges You must pay before We pay any benefits under the Policy. The Deductible is shown on the Schedule of Benefits.

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not Yourself or a Family Member.

**Durable Medical Equipment:** A device which:

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by You;
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to Your Injury; and
- Is prescribed by a Doctor and the device is Medically Necessary for Your rehabilitation.

Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than You;
- health exercise equipment; and
- equipment that may increase the value of Your Residence.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to: modifications to Your Residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, exercise and sports equipment.

**Eligible Person:** A member of the Policyholder's organization as defined on the Schedule of Benefits.

**Emergency:** An Injury for which You seek immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care You could reasonably expect that: (1) Your life or health would be in serious jeopardy; (2) Your bodily functions would be seriously impaired; or (3) a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

- the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- reliable evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of on-going Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- reliable evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to You in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**Home Health Agency:** An agency which is licensed as a Home Health Agency by state or local government. It may offer the following services:

- part-time or periodic skilled nursing services by a registered nurse or licensed vocational nurse;
- part-time or periodic home health aide services which offer supportive services in the home under the supervision of a Registered Nurse or a physical, speech or occupational therapist;
- physical, occupational or speech therapy; and
- medical supplies, drugs and medicines prescribed by a Doctor and related pharmaceutical services, and laboratory services to the limit these charges or costs would be covered under the Policy if the Covered Person was Hospital Confined.

**Home Health Care:** Services by a Home Health Agency for Your care and treatment under the direct care and supervision of a Doctor but only if:

- services would have been covered in a medical facility if Home Health Care were not given; and
- a Home Health Care treatment plan is set up, in writing and approved by a Doctor.

**Hospice Care:** Services provided by a public agency or private organization or any subdivision thereof, which entity shall be known as a hospice and shall be primarily engaged in providing care to an individual for whom a certified medical prognosis has been made indicating a life expectancy of 6 months or less and who has elected to receive such care in lieu of other medical benefits available under the Policy.

**Hospital:** An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;

- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Initial Treatment Period:** The number of days following an Injury during which You must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:

- is the direct cause, independently of disease, bodily infirmity or any other cause, of the loss;
- occurs after the effective date of the a Covered Person's coverage under the Policy; and
- occurs while the Policy is in force.

All injuries sustained in any Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured:** An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- his or her coverage has become effective and has not terminated.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

**Intensive Care Unit:** A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of Your family, Doctor, Hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;

- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply or drug is Medically Necessary.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to You

**Orthopedic Appliances:** Any supportive device or appliance used in treating Your Injury.

**Other Valid and Collectible Insurance or Plan:** Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy.
- any amount payable for services or injuries or diseases related to Your occupation to the extent that the Covered Person actually received benefits under a Worker's Compensation Law or if You enter into a settlement to give up Your rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to You after You become disabled while insured hereunder.
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

**Policyholder:** The entity to which the Policy is issued.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for Your outpatient use.

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate; or



- the charge which would have been made by the provider (Doctor, Hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by us for the same service or supply.

“Geographic Area” means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

**Rehabilitation Facility:** An institution, or part of an institution, licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations or the Commission on Accreditation of Rehabilitation Facilities;
- is primarily engaged in providing comprehensive multi-disciplinary physical services or rehabilitation inpatient care; and
- has a transfer agreement with one or more Hospitals.

Rehabilitation Facility does not include an institution which provides only minimal care, custodial care, care for the terminally ill, or part-time care services. It also does not include an institution which primarily provides treatment for mental disorders; chemical dependency or tuberculosis, except if such facility is licensed, certified, or approved as a rehabilitation facility for the treatment of medial conditions; drug addiction or alcoholism.

**Residence:** The home and land or property on which Your dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short term medical care for minor conditions without an appointment but where immediate medical care is necessary.

**You, Your and Yours:** The person to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

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## CONDITIONS OF INSURANCE

### ELIGIBILITY

Eligible Persons are described in the Schedule of Benefits. You are insured provided that You satisfy the eligibility requirements, become insured and remain insured under the terms of the Policy.

### EFFECTIVE DATE

**Insured:** Coverage is effective, subject to receipt of premium, on the first of the month that falls or next follows the later of:

- the Policy Effective Date; or
- the date You are eligible;
- the date of Your enrollment.

### TERMINATION

**Insured:** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date You cease to be an Eligible Person;

- the end of the period for which any applicable premium has been paid;
- the date of fraud or misrepresentation of a material fact by You.

Termination of coverage is subject to the Extension of Benefits provision.  
GACXXCI101

## **EXTENSION OF BENEFITS**

### In the event of Total Disability

If You are Totally Disabled due to an Injury on the date the Policy terminates, We will extend Your benefits for the Injury which caused the Total Disability. Benefits will be paid as if coverage had remained in effect.

Total Disability/Totally Disabled for the purpose of Extension of Benefits means, with respect to You, the complete inability to perform all of the substantial and material duties of Your occupation and any other gainful occupation in which You earn substantially the same compensation earned prior to disability.

Extension of benefits will end at the earlier of:

- the end of Total Disability;
- the end of a 12 month period following the date the Policy terminates; or
- the date the Maximum Benefit Amount, per Injury is reached.

GACXXEOB100

## **SCOPE OF ACCIDENT COVERAGE**

**24-Hour-A-Day Accident Coverage:** You are covered for Injury which is incurred on a 24-hour per day basis.

GACXXSC100

## **ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT**

If, within 365 days from the date of an Accident, Injury from such Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. If You sustain more than one such loss as the result of the Accident, We will pay only one amount, the largest to which You are entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the Policy.  
GACXXADD100

## **ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by You due to Injury caused by an Accident.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

#### No Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of the Policy.

#### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Certificate.

You must provide Us with proof of the amount of benefits paid by Other Valid and Collectible Insurance or Plan or proof of denial of benefits by Other Valid and Collectible Insurance or Plan.

If, for any reason, You fail to apply for benefits from Other Valid and Collectible Insurance or Plan, We will pay the benefit that would have been paid under the Policy had You filed a claim under the Other Valid and Collectible Insurance or Plan.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of the Injury.

GACXXAME100

## **EXCLUSIONS**

The Policy does not provide benefits for:

- Treatment, services or supplies which:
  - Are not Medically Necessary;
  - Are not prescribed by a Doctor as necessary to treat an Injury;
  - Are determined to be Experimental/Investigational in nature;
  - Are received without charge or legal obligation to pay;
  - Are received from persons employed or retained by any Family Member, unless otherwise specified; or
  - Are not specifically listed as Covered Charges in the Policy.
- Injury by acts of war, whether declared or not.
- Injury received while traveling or flying by air, except as a fare-paying passenger and not as a pilot or crew member, on a regularly scheduled commercial airline.
- Injury covered by Worker's Compensation, Employer Liability law or Occupational Disease Act or Law.
- Dental treatment, except as specifically stated.
- Injury sustained while committing or attempting to commit a felony.
- Prescription Drugs except as specifically stated.
- Suicide or attempted suicide while sane or insane.
- Intentionally self-inflicted Injury.
- Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state or jurisdiction in which the Injury occurs.
- Loss resulting from being under the influence of any drugs or narcotic unless administered on the advice of a Doctor.
- Injury sustained while participating in or practicing for any professional, intercollegiate or club sports activity, except as specifically provided.
- Injury which occurs while You are on active duty service in any armed forces. Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.

- Injury sustained flying in an ultra light, hang gliding, parachuting or bungee-cord jumping, by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere.
- Injury sustained while driving or riding on vehicles for off-road use including but not limited to all-terrain vehicles (ATV's).
- Injury sustained where You are a Covered Person is the operator and do not possess a current and valid motor vehicle operator's license, except in a Driver's Education Program.
- Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay.
- Cosmetic surgery, except for reconstructive surgery on an injured part of the body.
- Covered Charges incurred outside of the United States or its possessions.
- Competing in motor sports races or competitions;
- Competing in water sports races or competitions;
- Testing cars/trucks on any racetrack or speedway;
- Handling, storing or transporting explosives;
- Scaling up cliffs or mountain walls;
- Spelunking (exploring caves);
- Handling or working with dangerous animals.

GACXXEX100

- Injury sustained while water skiing or surfboarding;
- Injury sustained while snow skiing or snowboarding;
- Injury sustained while roller blading or skateboarding;
- Injury sustained while participating in a rodeo.

GACXXEX200

- Repetitive motion injuries, strains, hernia, tendonitis, bursitis and heat exhaustion not related to a specific Injury. Treatment of hernia will be covered after the Covered Person has been covered under the Policy for 6 months.

GACWVEX400

## PREMIUM

**Payment of Premium/Due Date:** All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our Home Office by the premium due date. Coverage will not become effective until the required premium is received at Our Home Office or by Our authorized representative.

**Returned or Dishonored Payment:** If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

**Grace Period:** We allow a Grace Period of 31 days for the payment of premium after the first premium. Coverage is in force during the Grace Period. If at least 60 days prior to the premium due date We send written notice to You of Our intent not to renew this Certificate, then the Grace Period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us that You are not renewing Your coverage, then the Grace Period will not apply after the date the non-renewal is to be effective.

Coverage terminates on the last day for which premium has been paid.

**Adjustment Due To Misstatement Of Age:** If premiums vary by age, an adjustment will be made in the event Your age has been misstated. Premiums will be adjusted according to Your correct age. Any adjustment of benefits due to the correction of age will also be made.

**Reinstatement:** If coverage terminates due to non-payment of premium, then a subsequent acceptance of premium by Us or by an agent, without requiring an application for reinstatement, will reinstate the insurance.

The reinstated Certificate will cover only losses that begin after the date of reinstatement. In all other respects, Your rights and Ours will be the same as before insurance terminated, unless there are new provisions added due to reinstatement. The premium We accept for reinstatement may be used for the period for which premiums had not been paid. We can apply the premium for as many as 60 days before the date of reinstatement.

GACXXPREM100

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company or its authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify You.

**Claim Forms:** The Company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:** Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the Company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within the time specified, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

**Time of Payment of Claims:** Benefits will be paid as soon as We receive proper proof of loss unless the Policy provides for periodic payment. When the Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

**Payment of Claims:** Benefits payable under the Policy for Your loss of life will be paid to Your beneficiary on record with the Company. Any other payable benefits remaining unpaid at the time of Your death may, at Our option, be paid to Your next of kin or to Your estate. All other benefits will be payable to You or the medical services provider if We have received a valid assignment by You.

If any indemnity of the Policy shall be payable to Your estate or to a person who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to Your written direction or of Your legal or natural guardian if You are a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by the Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company's option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services.

**Change of Beneficiary:** You have the right to change the beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

**Physical Examination and Autopsy:** The Company, at its own expense, shall have the right and opportunity to examine You as it may reasonably require while a claim is pending. The Company, at its own expense, may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

**Legal Actions:** A legal action may not be brought to recover on the Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

**Subrogation:** When benefits are paid to or for You under the terms of the Policy, We shall be subrogated, unless otherwise prohibited by law, to Your rights of recovery against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to the recovery by the Company of the benefits it has paid for such hospitalization and treatment and the Company shall pay fees and costs associated with such recovery.  
GACXXCP100

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in the Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change the Policy or waive any of its provisions.

Failure by the Company to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

**Incontestability:** After 2 years from Your Effective Date of coverage, no statements, except fraudulent misstatements, made by You in the application for such coverage shall be used to void Your coverage or to deny a claim for loss incurred or disability commencing after the expiration of such 2 year period

**Non-Participating:** The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

**Workers' Compensation:** This Certificate is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance.

**Conformity With State Statutes:** If any provision of the Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.  
GACXXGP100

## SCHEDULE OF BENEFITS

<b>Policyholder:</b>	United Business Association (UBA)
<b>Eligible Persons:</b>	All members of United Business Association
<b>Scope of Coverage:</b>	24-Hour Accident Coverage

GAXXSOB100

### ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

The Principal Sum	\$ 1,000.00
Loss of Life.....	\$ 1,000.00
Loss of Both Hands.....	\$ 1,000.00
Loss of Both Feet.....	\$ 1,000.00
Loss of the Entire Sight of Both Eyes.....	\$ 1,000.00
Loss of One Hand and One Foot.....	\$ 1,000.00
Loss of Speech and Hearing.....	\$ 1,000.00
Loss of One Hand or One Foot and Entire Sight of One Eye.....	\$ 1,000.00
Loss of One Hand or One Foot.....	\$ 500.00
Loss of Entire Sight of One Eye.....	\$ 500.00
Loss of Speech or Hearing.....	\$ 500.00
Loss of Hearing One Ear.....	\$ 250.00

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### ACCIDENT MEDICAL EXPENSE BENEFITS

<b>Maximum Benefit Amount Per Injury</b>	\$ 10,000.00
<b>Deductible Per Injury</b>	\$ 100.00
<b>Insured Percent (except as specifically stated in Covered Charges)</b>	100%
<b>Initial Treatment Period</b>	12 weeks
<b>Benefit Period</b>	52 weeks

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### SCHEDULE OF BENEFITS (Continued)

COVERED CHARGES	Maximum Amount
Hospital room and board, and general nursing care, up to the semi-private room rate.	Up to Policy Limits
Hospital miscellaneous expense during Hospital Confinement or for outpatient surgery under general anesthetic, such as the cost of the operating room, laboratory tests, x-ray examinations, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies	Up to Policy Limits
Doctor's fees for surgery.	\$1000
Anesthesia services.	\$250
Doctor's visits, inpatient and outpatient, per visit	\$75
Hospital Emergency care.	\$500
X-ray and laboratory services.	\$250
Ambulance expense.	\$250
Prescription Drug expense.	Up to Policy Limits
Dental treatment for Injury to Sound Natural Teeth per visit	\$250
Registered nurse expense.	Up to Policy Limits
Chiropractic per visit	\$20
Physical therapy per visit	\$25
Durable Medical Equipment	\$50

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# SUMMARY OF THE WEST VIRGINIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

(Effective July 1, 2019)

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

The West Virginia Life and Health Insurance Guaranty Association may not provide coverage for this policy or contract. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in West Virginia. You should not rely on coverage by the West Virginia Life and Health Insurance Guaranty Association in selecting an insurance company or health maintenance organization or in selecting an insurance policy or contract. For a complete description of coverage, consult Article 26A, Chapter 33 of the West Virginia Code.

**Coverage is NOT provided for any portion OF YOUR CONTRACT that is not guaranteed by the insurer or for which you have assumed the risk.**

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

The Guaranty Association or the West Virginia Insurance Commission will respond to questions you may have that are not answered by this document. Policyholders with additional questions may contact:

West Virginia Life and Health Insurance Guaranty Association  
P. O. Box 816  
Huntington, West Virginia 25712

West Virginia Insurance Commissioner  
Consumer Services Division  
900 Pennsylvania Avenue  
P.O. Box 50540  
Charleston, West Virginia 25305-0540  
(304) 558-3386  
Toll Free 1-888-879-9842  
TDD 1-800-435-7381

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

## COVERAGE

Generally, individuals will be protected by the West Virginia Life and Health Insurance Guaranty Association if they live in West Virginia and hold a life, health or annuity policy, plan or contract, or if they are insured under a group life, health or annuity policy, plan or contract, issued by a member insurer. Member insurer also includes non-profit service corporations (W. Va. Code §33-24), health care corporations (W. Va. Code §33-25) and health maintenance organizations (W. Va. Code §33-25A). The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies, plans or contracts are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent member insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

- The member insurer was not authorized to do business in this state;
- The policy, plan or contract was issued at a time when the member insurer was not licensed or authorized to do business in the state;
- The policy, plan or contract was issued by a fraternal benefit society, mandatory state pooling plan, a mutual protective association or similar plan in which the policy, plan and contract holder is subject to future assessments, an insurance exchange, an organization that has a certificate or license limited to the issuance of charitable gift annuities or any entity similar to the above.

The Guaranty Association also does not provide coverage for:

- Any policy, plan or contract, or portion of a policy, plan or contract that is not guaranteed by the member insurer or for which the individual or contract holder has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends;
- Credits given in connection with the administration of a policy, plan or contract by a group contract holder;
- Employer or association plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured, including:
  - i. multiple employer welfare arrangement;
  - ii. minimum premium group insurance plan;
  - iii. stop loss group insurance plan; or
  - iv. administrative services only contract;
- Any unallocated annuity contract issued to or in connection with a benefit plan protected under the federal pension guaranty corporation;
- Any portion of any unallocated contract that is not issued to or in connection with a specific employee, union or association's benefit plan or a governmental lottery;
- Any policy, plan or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C and D or Medicaid;
- An obligation that does not arise under the written terms of the policy, plan or contract, including claims based on marketing materials, claims based on side letters or riders not approved by the Commissioner, misrepresentations regarding policy benefits, extracontractual claims or claims for penalties or consequential or incidental damages;
- A contractual agreement that establishes the member insurer's obligation to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or trustee, which is not an affiliate of the insurer;
- Structured settlement annuity benefits, the rights to which have been transferred by the payee or beneficiary in a structured settlement factoring transaction.

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the member insurer would owe under a policy, plan or contract. Also, for any one insured life, regardless of the number of policies, plans or contracts, the Guaranty Association will only pay:

- \$300,000 in life insurance benefits, but no more than \$100,000 in net cash surrender and net cash withdrawal values;
- \$300,000 for disability income insurance;
- \$300,000 for long term care insurance;
- \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values;
- \$500,000 for health benefit plans (W. Va. Code §33-26A-5(10)); and
- \$100,000 for all other types of accident and sickness insurance coverages not defined as disability income insurance, long term care insurance, or health benefit plans.

Also, for any one insured life, the Guaranty Association will only pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company - for all policies or contracts other than health benefit plans, in which case the aggregate limit shall not exceed \$500,000 with respect to any one individual.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under §401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values, per participating individual. In no event shall the Guaranty Association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.



