UBA ACCIDENT+

INCLUDED IN THIS PDF IS:

ATTENTION PLEASE

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

VIRGINIA

SIRIUS POINT

UBA

CERTIFICATES OF INSURANCE

UBA ACCIDENT+

HASA-BAM-1000_v0823

SIRIUSPOINT AMERICA INSURANCE COMPANY

One World Trade Center
285 Fulton Street, 47th Floor
New York, New York 10007

POLICYHOLDER:	United Business Association
POLICY NUMBER:	HASA-BAM-1000
POLICY EFFECTIVE DATE:	October 1st, 2020
STATE OF ISSUE:	Virginia

This Certificate describes the terms and conditions of insurance provided to the Policyholder named above. The Policy under which it is issued goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Certificate Effective Date described herein. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Cetificate terminates at 12:00 A.M, on the day following the last day of the Policy Term unless the You cease to meet the definition of an Eligible Person shown in the Schedule of Benefits. The laws of the State of Issue govern this Certificate.

We and the Policyholder have agreed to the terms of the Policy under which this Cerificate is issued.

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: 285 Fulton Street, 47th Floor New York, New York 10007; Call 1-844-312-4357.

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at: Bureau of Insurance Tyler Building, 1300 E. Main St. Richmond, Virginia 23219; Call (804) 371-9741 or 1-800-552-7945 (VA Only).

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.

BLANKET ACCIDENT INSURANCE CERTIFICATE
IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS

PLEASE READ YOUR CERTIFICATE CAREFULLY

NON-PARTICIPATING

Kevin B. Grzelak
Chief Financial Officer

Patrick Charles
President

TABLE OF CONTENTS

SECTION **PAGE NUMBER**

SCHEDULE OF BENEFITS

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 it carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided Your Certificate. Please read the *Conditions of Coverage* section and each Benefit Description section for full details.

You are Eligible if: You are an individual who meets all of the requirements of one of the Covered Classes shown below:

Class 1 — All active members of the Policyholder, age 18-79, who have chosen to enroll themselves in the UBA Accident plan option and their enrolled Spouse up to age 70 as well as their enrolled dependent Children

CONDITIONS OF COVERAGE

The benefits provided by this Certificate will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages to protect against hazards that may occur during specific activities, situations or events.

Exposure and Disappearance Coverage

24-Hour Coverage

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT

Principal Sum	$5,000
Loss must occur within	365 days of the Covered Accident

SCHEDULE OF COVERED LOSSES

Covered Loss	**Benefit**
Loss of Life	100% of the Principal Sum
Loss of Both Hands or Both Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in both ears	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ACCIDENT MEDICAL BENEFITS

Any benefit limits and benefit percentages for *Accident Medical Benefits* apply, unless otherwise specified, per Covered Accident. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS

Full Excess Medical Expense

ACCIDENT MEDICAL EXPENSE BENEFIT

Total Maximum for all Accident Medical Expense Benefits	$25,000 per year
First Covered Expenses must be Incurred within	90 days after the Covered Accident
Benefit Period	365 days from the date of the Covered Accident
Deductible applies to	$100 each Covered Accident
Deductible must be Satisfied within	each calendar year

RATE TABLE

Premium Rate	$8.54 per month per member $17.07 per month per member and Spouse $32.18 per month per member, Spouse, and Dependent Children
Mode of Premium Payment	Monthly
Premium Due Dates	Policy 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

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

Aircraft means a vehicle which:

1. has a valid Certificate of Airworthiness; and
2. is being flown by a properly qualified pilot with a valid license to operate the Aircraft.

Appropriate Treatment means care, services or supplies provided to You, solely by or at the direction of a treating Physician exercising prudent medical judgment and acting independently of the Company, for the purpose of evaluating, diagnosing or treating a Covered Injury sustained as the direct result of a Covered Accident, that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration;
3. considered effective for the Covered Injury;
4. not primarily for Your convenience, or the convenience of Your Physician or any other Physician; and
5. not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of a Covered Injury.

   For the purposes of this definition, Generally Accepted Standards of Medical Practice means:

   a. standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
   b. Physician and health care provider specialty society documents;
   c. The views of Physicians and health care providers practicing in the relevant clinical areas; and
   d. any other relevant factors.

Benefit Percentage means the percentage of Covered Expenses We pay that You Incur after You satisfy any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Benefit Period means a period, shown in the *Schedule of Benefits* and commencing with the date of the first Covered Expense Incurred for treatment of a Covered Injury sustained as the direct result of a Covered Accident, during which Benefits are payable.

Certificate of Airworthiness means the standard airworthiness certificate issued by the Federal Aviation Administration of the United States or its foreign equivalent.

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

Covered Accident means a sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while You are insured under this Policy;
2 occurs under one of the Conditions of Coverage specified in the *Schedule of Benefits;*
3. is not contributed to by disease, Sickness, or mental or bodily infirmity;
4. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity or event that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits;* and
2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.

The activity must be under sole direct supervision of qualified Policyholder authorities and may, if specified in the Policy, include Policyholder sponsored and supervised travel to and from such an activity.

Covered Expenses means the Usual and Customary charges for services or supplies listed in the *Schedule of Benefits,* and described in the *Accident Medical Benefits* section, that You Incur during the Benefit Period for Appropriate Treatment of a Covered Injury. A Physician must recommend and approve these services or supplies.

Covered Injury means any bodily harm that results, directly and independently of all other causes, from a Covered Accident. A Covered Injury does not include aggravation of an injury sustained before the Covered Accident.

Covered Person, You means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due, and for whom coverage under this Policy remains in force.

Covered Loss means a loss:

1. which is the result of a Covered Injury to You;
2. for which benefits are payable under this Certificate; and
3. which is not otherwise excluded under the terms of this Certificate.

Deductible means the amount of Covered Expenses that You must Incur, as applicable, before benefits are paid under this Policy. The Deductible may apply to each Covered Accident or each Policy Term, as shown in the *Schedule of Benefits*.

Dependent means:

1. Your lawful spouse of the same or opposite sex who is age 18 years and under Age 70.
2. Your unmarried child who is:
   a. a child from birth to 25 years old; or
   b. a child who is 25 or more years old but less than 30 years old, enrolled in a school as a full-time student and primarily supported by You. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year; or
   c. a child who is 25 or more years old, primarily supported by You, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

   A dependent child, for purposes of this definition, includes Your:
      i. natural child;
      ii. adopted or foster child, from moment of birth if placement of adopted or foster child occurs within 30 days of the child's birth, from the date of placement if placement of adopted or foster child occurs 30 days or more after the child's birth;
      iii. stepchild who resides with You;
      iv. child for whom You are legal guardian.

Health Care Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care or disability benefits. A Health Care Plan includes group, blanket, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured or self-funded agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice an individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault"–type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
   a. a state-sponsored Medicaid plan; or
   b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Home means the structure or land on which You permanently reside.

Hospital means an institution that meets all of the following:

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

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

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless You incur an expense and there is a legal obligation to pay.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Immediate Family Member means a person who is related 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, including stepparent, brother or sister, including stepbrother or stepsister, or child, including legally adopted child or stepchild.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to You.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Out-Patient means a Covered Person who receives Appropriate Treatment, services and supplies while not an Inpatient in a Hospital.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a United States- licensed health care provider practicing in the United States within the scope of his license and rendering care and treatment to You that is appropriate for the condition and locality, and who is not:

1. You;
2. You or Your Spouse's Immediate Family Member;
3. a person living Your household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Sickness means a physical or mental illness, including pregnancy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date
We agree to provide Accident Insurance Benefits described in this Certificate in consideration of the Policyholder's application, Your enrollment form and payment of the Premium when due.

Eligibility
You are eligible for insurance under this Policy when You meet the definition of an Eligible Person shown in the *Schedule of Benefits.* You may be insured under only one Covered Class, even though You may be eligible under more than one Covered Class.

Effective Date for Individuals
Insurance becomes effective for the Eligible Person who enrolls and agrees to make the required contributions within 31 days of eligibility on the latest of the following dates:

1. the Policy Effective Date;
2. the date the person becomes eligible;
3. the date We receive the Eligible Person's completed enrollment form and the required premium payment.

Effective Date of Changes
Any increase or decrease in the amount of insurance for You resulting from:

1. a change in benefits provided by this Certificate; or
2. a change in Your Covered Class.

will take effect on the date of such change.

Termination of Insurance
Your Insurance will end on the earliest of:

1. the date You are no longer in an Eligible Class; and
2. the date You enter full time active duty in any Armed Forces. We will refund any premium paid for any period of active duty when We receive proof of active duty. Active duty does not include Reserve or National Guard duty for training; and
3. the end of the period for which the last premium was paid; and
4. The date coverage for the Eligible Class of which You are a member ends and;
5. the date the Policy under which this Certificate is issued ends.

Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period.

GENERAL EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury, Covered Loss or Covered Expense 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 Policy:

1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
5 declared or undeclared War or act of War;
6. flight in, boarding or alighting from an Aircraft except as:
   a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
   b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
   c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
7. travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an Accident if You are the operator of a motor vehicle and do not possess a valid motor vehicle operator's license, unless: (a) You hold a valid learners permit and (b) You are receiving instruction from a Driver's Education Instructor;
10. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. medical or surgical treatment, diagnostic procedure, administration of anesthesia, unless it occurs during treatment of injuries sustained in a Covered Accident;
12. Your being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
13. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
14. injuries compensable under Workers' Compensation law or any similar law;
15. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
16. a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
17. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which You have been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.

In addition, benefits will not be paid for services or treatment rendered by any person who is:
1. employed or retained by You;
2. living in Your household;
3. Your or Your Spouse's Immediate Family Member.

CLAIM PROVISIONS

Notice of Claim
Written or authorized electronic/telephonic notice must be given to Us or Our agent within 31 days after a Covered Accident occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 15 months after the date of loss. 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 agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms
We send forms 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 submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

Claimant Cooperation Provision
Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced 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 Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately, but no more than 60 days, upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefit descriptions. Any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise stated in this Policy.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to You or to Your estate. If any payee of benefits is a minor or otherwise legally incompetent, we will pay benefits to the person designated as his legal guardian or conservator.

If the amount of any benefit payable is determined based on benefits payable under another Health Care Plan, We have the right to require You to provide information about that Plan and benefits paid or payable for the same claim before We pay benefits. We may, at Our option, pay any accident medical benefits directly to a health care provider that renders services to You, unless You request in writing when submitting the claim that such payment not be made to the provider.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability for that payment.

Beneficiary
The beneficiary is the person or persons You name or change on a form You execute and which is satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date You execute it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless You have specified otherwise. The share of any beneficiary who does not survive You will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if You die while benefits are payable to You, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. parents;
4. siblings;
5. Your estate.

Conditional Claim Payment

If You incur expenses for Covered Injuries received in a Covered Accident and it is likely a third party may be liable, We will pay benefits if:

1. You first agree in writing to refund the lesser of:
   a. the amount We actually paid for such expenses; and
   b. the amount actually received from the third party regardless of whether the amount is for such expenses; and
2. the third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the third party's liability is satisfied in an amount less than the benefits paid under this Policy, We will pay the difference.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine You when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this 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 this Policy.

If there is an overpayment due when You die, We may recover the overpayment from Your estate.

ADMINISTRATIVE PROVISIONS

Premiums
Premium rates are expressed in, and premiums are payable in, United States currency. Any premiums You are required to contribute will be based on the rates set forth in the *Premium Rate Table*, the plan and amounts of insurance in effect You and the premium mode shown in the *Schedule of Benefits.*

Premium Payment
Your initial premium is due on Your Effective Date. Any periodic premiums will be due on premium due dates established between Us and the Policyholder.

GENERAL PROVISIONS

Entire Contract; Changes
This Certificate, including Your signed enrollment form, if required, and any endorsements, amendments and attached papers, constitutes the entire contract of insurance. No change in this Certificate will be valid until approved by one of Our executive officers and endorsed on or attached to it. No agent has authority to change this Certificate or the Policy under which it is issued, or to waive any of its provisions.

Misstatement of Fact
If the You or Policyholder has misstated any fact, all amounts payable under this Certificate will be such as the premium paid would have purchased had such fact been correctly stated.

Assignment
We will be bound by an assignment of Your insurance only when the original assignment or a certified copy of the assignment, signed by You 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 Your Certificate remains in force.

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

Incontestability Of Your Insurance
All statements You made 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 instrument containing the written statement, signed by You, is, or has been, furnished to the claimant, 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 nonpayment of premiums.

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

30 Day Right To Examine Certificate
If You do not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid, and the Certificate will be void as if never issued.

Examination of the Policy
The Policy under which this Certificate is issued will be available for inspection at the Policyholder's office during regular business hours.

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

Workers' Compensation Insurance
This insurance is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CONDITIONS OF COVERAGE

This Section describes the Conditions of Coverage under which benefits of this Certificate become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the *General Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

EXPOSURE AND DISAPPEARANCE COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if You suffer a Covered Injury which results directly and independently of all other causes from a Covered Accident that results in Your unavoidable exposure to the elements following the forced landing, sinking, stranding or wrecking of a vehicle.

If You disappear and are not found within one year from the date of wrecking, sinking or disappearance of the conveyance in which You were riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that Your death resulted directly and independently of all other causes from a Covered Accident.

24-HOUR COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if You suffer a Covered Injury resulting directly and independently of all other causes from a Covered Accident that occurs any time while Your coverage is in effect.

Exclusions This coverage will not be in effect while You are participating in any activity, including tryouts, practice or any competitions or games for school and professional sports.

Other exclusions that apply to this Condition of Coverage are in the *General Exclusions* Section.

DESCRIPTION OF INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, Benefit Periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits.* Please read these and the *General Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT

Covered Losses
We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits,* subject to all applicable conditions and exclusions*,* if You suffer a Covered Loss that results, directly and independently of all other causes, from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If You sustain more than one Covered Loss as a result of the same Covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent Loss of Sight of one or both eyes. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Severance means complete separation and dismemberment of the part from the body.

DESCRIPTION OF EXPENSE-INCURRED MEDICAL BENEFITS

This Section describes the Scope of Coverage for which Medical Benefits are payable and the *Expense-Incurred Medical Benefits* provided by this Policy. Any applicable benefit percentages, benefit deductibles, benefit periods, benefit limits and maximums are shown in the *Schedule of Benefits.* Please read these and the *General Exclusions* Sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

SCOPE OF COVERAGE APPLICABLE TO EXPENSE-INCURRED MEDICAL BENEFITS

Covered Expenses and any applicable Deductibles are shown in the *Schedule of Benefits.*

Other Health Care Plan Benefits
When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense
We will pay Covered Expenses:
1. after You satisfy any Deductible; and
2. only when they are in excess of amounts payable by any other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the amount the Health Care Plan would have paid had its services or facilities been utilized if:
1. You have coverage under another Health Care Plan; and
2. the other Health Care Plan is an HMO, PPO or similar arrangement; and
3. You do not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses payable will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement.

Definitions

For purposes of the Accident Medical Benefits provided by this Policy:

HMO Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider of service.

PPO Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform these services at rates lower than Non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay the benefits shown in the *Schedule of Benefits* for Covered Expenses You Incur, subject to all applicable conditions and exclusions, for Appropriate Treatment of a Covered Injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:
1. when Covered Expenses Incurred exceed any applicable individual Deductible within the number of days from the date of the Covered Accident specified in the *Schedule of Benefits;* and
2. as long as the first Covered Expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or Maximum Benefit shown in the *Schedule of Benefits.*

General Limitations and Exclusions Applicable to Accident Medical Expense Benefits

Non-Duplication of Benefits When This Policy and Other Plans Are Excess

This provision applies if benefits under any other Health Care Plan are covered under this Policy, and coverage under this Policy and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same Covered Accident.

Excluded Expenses

The following will not be considered Covered Expenses unless coverage is specifically provided.
1. Any service, treatment or supply that is not considered Appropriate Treatment as defined in this Policy.
2. Expenses Incurred after the end of the Benefit Period, even if Incurred for continuing services or treatment of a Covered Injury.
3. Whole blood, concentrated red blood cells or blood storage except expenses by a Hospital for processing or administration of blood.
4. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
   a cosmetic surgery resulting from a Covered Accident, if Your initial treatment is begun within 12 months of the date of the Covered Accident;
   b reconstruction incidental to or following surgery resulting from a Covered Accident;
   c. any unplanned and unintended adverse consequences that may result during the treatment of a Covered Accident.
5. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
6. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices.
7. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
8. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
9. Rest cures or custodial care.
10. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
11. Personal services such as television and telephone or transportation.
12. Expenses payable by any automobile insurance policy without regard to fault.
13. Treatment or service provided by a private duty nurse.
14. Repair or replacement of existing artificial limbs, eyes and larynx.
15. Treatment of hernia of any kind.

Other Exclusions that apply to this benefit are in the *General Exclusions* Section.

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 Sirius 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 1st, 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 1st, 2014.

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 polices 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 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, 47th Floor
NEW YORK, NY 10007

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.