## **Gulf Guaranty Life Insurance Company**

(Hereinafter called: We, Our or Us)
7 River Bend Place
Flowood, Mississippi 39232

Policyholder/Employer: Alabama Dental Association

Policy Effective Date: April 1, 2023

Policy Number: LICG231561 State of Delivery: Alabama

Premiums due on: 1st of month First Renewal Date: April 1, 2024

In consideration of:

(a) the application of the Employer, a copy which is attached to and made part of this Policy; and

(b) the payment of the first premium;

the Company agrees to issue this Policy subject to all of its terms.

This policy becomes effective at 12:01 a.m., Standard Time of the Policy Effective Date in the State of Delivery. Subject to the terms and conditions of this Policy, it can be renewed until the First Renewal Date by timely payment of the required premium by the Policyholder. Unless terminated in accordance with the applicable provision of this Policy, it can be renewed after such time from month to month, subject to the terms and conditions of this Policy, by timely payment of the required premium.

The provisions on the following pages and the terms in the Certificate of Insurance are a part of this Policy. A copy of the Certificate of Insurance is attached to and made part of this Policy.

Signed at Our Home Office in Jackson, Mississippi.

Ellen Metheri James H Robertson Secretary President

# SUPPLEMENTAL MEDICAL EXPENSE INSURANCE CERTIFICATE LIMITED BENEFIT COVERAGE

This is supplemental medical expense coverage to the Employer's major medical or comprehensive medical plan. It pays limited benefits for Hospital confinements and certain outpatient expenses that are otherwise covered under the Employer's Other Medical but not payable due to the Deductible and Coinsurance provisions of that plan.

#### PREMIUM PROVISIONS

**PREMIUM PAYMENTS:** Premiums are due and payable in advance by the Policyholder on a monthly basis. Premiums are payable to Us at Our Home Office. Payment of a premium will not maintain this insurance in force beyond the period for which it is paid except for the Grace Period provision.

**CHANGES IN PREMIUMS**: We may change the amount of the required premium due from the Policyholder by giving the Policyholder at least a 60-day advance written notice.

**GRACE PERIOD:** A Grace Period of 31 days will be granted the Policyholder for the payment of each premium after the first during which Grace Period, this Policy will remain in force. If the required premium is not paid by the end of the Grace Period, this Policy will lapse as of the end of the Grace Period.

If a claim is filed for expenses incurred during the Grace Period for which benefits are payable, the Company may deduct the premium for the Grace Period from the claim payment. This will not further extend the Grace Period.

The Policyholder may, by writing to the Company, cancel this Policy:

- (a) on any future premium due date; or
- (b) on any date during the Grace Period.

If coverage is cancelled on a premium due date, the Grace Period will not apply. If cancellation is during the Grace Period and a claim is filed for expenses incurred during the Grace Period for which benefits are payable, the Company will deduct the premium for the Grace Period from the claim payment. This will not further extend the Grace Period.

The Grace Period will not apply if, at least 90 days before the premium due date, the Company has delivered or mailed to the Employer's last address shown in the Company's records written notice of the Company's intent not to renew the coverage.

#### **GENERAL PROVISIONS**

**ENTIRE CONTRACT:** This Policy, including any endorsements and riders, the Policyholder application, the Certificate(s) of Insurance and Insured's enrollment forms attached to their Certificates of Insurance are the entire contract between the parties. All statements made will, in the absence of fraud, be deemed representations and not warranties. No such statement shall be used in defense to a claim under this Policy unless it is contained in a written instrument signed by the Policyholder or the Insured, a copy of which has been furnished to the Policyholder or to the Insured or the Insured's beneficiary.

**CHANGES**: No agent is authorized to alter or amend this Policy or to waive any conditions or restrictions in this Policy or to extend the time for paying a premium. This Policy may be amended at any time by mutual agreement between the Policyholder and Us without the consent of any Covered Person, but without prejudice to any loss incurred prior to the effective date of the amendment. No person, except an officer of the Company has authority on behalf of the Company to modify this Policy or to waive any of Our rights or requirements.

#### INCONTESTABILITY:

#### For the Policyholder

After this policy has been in force for two years from the Policy Effective Date, it can only be contested for non-payment of premium.

### For a Covered Person

After two years from the effective date of coverage for a Covered Person, no statements in the enrollment form, except fraudulent misstatements, may be used to void the coverage or deny a claim for loss incurred after such two-year period. No statement a Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person.

**LEGAL ACTION:** No legal action may be brought to recover under this Policy:

- (a) within 60 days after written proof of loss has been furnished as required; or
- (b) after the expiration of three years from the time written proof of loss is required to be provided.

**CONFORMITY WITH STATE LAWS:** A provision of this Policy that conflicts with a law of the State of Delivery is hereby changed to meet the minimum standards of that law.

**CHANGES IN ENROLLMENT**: All changes should be reported to the Company; on a monthly basis. Retroactive adjustments may be made for any changes to enrollments which are not known at the time the premium is billed. We have the right to check the Policyholder's books and records as they relate to this insurance. Any such inspection can be done at any reasonable time.

**CHANGES IN OTHER MEDICAL PLAN OF THE EMPLOYER:** All changes in the Other Medical of the Employer should be reported to the Company within [30] days of the effective date of such change.

**MISSTATEMENT OF AGE**: if the age of Covered Person has been misstated, our records will be changed to show the correct age. The benefits provided will not be affected if the Covered Person continues to be eligible for coverage at the correct age. Any premium adjustments will be made so that We receive the premiums due at the correct age. If a Covered Person is not eligible for coverage because of age, we will refund all premiums paid on and after the date the Covered Person was no longer eligible.

**CERTIFICATES OF INSURANCE:** We will issue to the Policyholder an individual Certificate of Insurance for delivery to each insured. It will state the essential features of the insurance to which the Insured and his or her insured Dependents, if any, is entitled. This will include conditions of eligibility; what benefits are payable and to whom and those provisions of the Policy relative to the procedure to be followed in filing a claim.

**MINIMUM PARTICIPATION REQUIREMENTS**: At least the percentage shown in the Employer's Application of the Employer's eligible Employees must be covered under this Policy.

**MINIMUM CONTRIBUTION REQUIREMENTS**: At least the percentage of the premium due to be contributed by the Employer for each eligible Employee shown in the Employer's Application must be contributed by the Employer under this Policy.

**TERMINATION OF THIS GROUP POLICY**: We may terminate this Policy at any time following the First Renewal Date by giving the Policyholder written notice at least 60 days in advance. The Policyholder may also terminate this Policy by giving Us written notice at least 60 days before the intended termination date.

We may terminate this Policy if the Other Medical Plan of the Employer is changed or terminated under the terms of the Other Medical Plan.

This Policy will also terminate on the earliest to occur of the following:

- (a) the date the required premium is not paid by the Policyholder subject to the Grace Period:
- (b) the date the Minimum Participation Requirements are not met by the Employer;
- (c) the date the Minimum Contribution Requirements are not met by the Employer.

Any termination of this Policy will occur at 12:01 a.m., Standard Time in the State of Delivery on the date of termination.

**CERTIFICATE OF INSURANCE PROVISIONS MADE A PART OF THIS GROUP POLICY**: The remainder of the Policy consists of the provisions shown in the
Certificate(s) of Insurance issued to the insured under this Policy. Amendments and
Riders if any, changing the provisions of the Certificate(s) of Insurance are also made a
part of this Policy.