



**METROPOLITAN LIFE INSURANCE COMPANY  
200 PARK AVENUE, NEW YORK, NEW YORK 10166-0188**

**CERTIFICATE OF INSURANCE**

Metropolitan Life Insurance Company ("MetLife"), a stock company, certifies that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. This Certificate is issued to You under the Group Policy and it includes the terms and provisions of the Group Policy that describe Your insurance. **PLEASE READ THIS CERTIFICATE CAREFULLY.**

The Group Policy is a contract between MetLife and the Group Policyholder. It may be changed or ended without Your consent or notice to You.

|                              |  |
|------------------------------|--|
| Group Policyholder:          | National Association for the Self-Employed, Inc. |
| Group Policy Number:         | 0135631  |
| Member Name:                 | <i>Member Name</i>                               |
| Member Policy ID:            | <i>Membership Number</i>                         |
| Effective Date of Insurance: | February 12, 2012                                |
| MetLife Toll Free Number(s): | 1-800-GET-MET8                                   |
| MetLife Email Address        | cii@metlife.com                                  |

**Notice: This is a critical illness insurance Certificate. Subject to the provisions of this Certificate, including limitations, exclusions and submission of Proof of a Covered Condition, this Certificate provides a limited benefit in the event You are Diagnosed with certain specified diseases, or have certain surgical procedures performed. Benefits provided are a supplement, and not a substitute for, medical coverage.**

WE ARE REQUIRED BY STATE LAW TO INCLUDE THE NOTICES(S) SECTION WHICH FOLLOWS THIS PAGE. PLEASE READ THE(SE) NOTICE(S) CAREFULLY.

## NOTICE FOR RESIDENTS OF TEXAS

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll free telephone number for information or to make a complaint at

1-800-GET-MET8

You may also write to MetLife at:

MetLife  
500 Schoolhouse Road  
Johnstown, PA 15904

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-GET-MET8

Usted tambien puede escribir a MetLife:

MetLife  
500 Schoolhouse Road  
Johnstown, PA 15904

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **DISPUTAS SOBRE PRIMAS O**

**RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte or condicion del documento adjunto.

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## SCHEDULE OF INSURANCE

This schedule shows the benefits that have been selected under the Group Policy. You will only be insured for benefits:

- for which You become and remain eligible; and
- which are in effect under the Group Policy and this Certificate.

## CATEGORY BENEFIT AMOUNT

For You \$2,000

## TOTAL BENEFIT AMOUNT

For You \$6,000

## BENEFITS FOR COVERED CONDITIONS

### Covered Condition

|                              |                                     |
|------------------------------|-------------------------------------|
| Bone Marrow Transplant       | 100% of the Category Benefit Amount |
| Heart Attack                 | 100% of the Category Benefit Amount |
| Heart Transplant             | 100% of the Category Benefit Amount |
| Kidney Failure               | 100% of the Category Benefit Amount |
| Major Organ Transplant       | 100% of the Category Benefit Amount |
| Stroke                       | 100% of the Category Benefit Amount |
| Full Benefit Cancer          | 100% of the Category Benefit Amount |
| Partial Benefit Cancer       | 25% of the Category Benefit Amount  |
| Coronary Artery Bypass Graft | 25% of the Category Benefit Amount  |

**IMPORTANT NOTE:** This Certificate contains certain Proof requirements, exclusions, limitations and other provisions that may reduce benefits or prevent a You from receiving any benefits under this Certificate. PLEASE READ YOUR ENTIRE CERTIFICATE CAREFULLY.

## DEFINITIONS

As used in this Certificate, the terms listed below will have the meanings set forth below. When defined terms are used in this Certificate, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Benefit Increase** means a simultaneous increase in both the Category Benefit Amount and Total Benefit Amount.

**Benefit Suspension Period** means the 180 day period following the date a Covered Condition, for which this Certificate pays a benefit, Occurs.

**Bone Marrow Transplant** means the irreversible failure of Your bone marrow for which a Physician has determined that the replacement of Your bone marrow with bone marrow from You, or another human donor, is medically necessary.

**Category Benefit Amount** means the maximum aggregate amount, as shown in the Schedule, that We will pay for all Covered Conditions combined in any category of Covered Conditions in Your lifetime, as provided under this Certificate. There are three categories of Covered Conditions and they are shown on page 11 of this Certificate in the Critical Illness Benefits provision. There is only one Category Benefit Amount in effect at any time under this Certificate.

**Certificate** means this Certificate including any riders attached to it.

**Clinical Diagnosis** means a Diagnosis of Partial Benefit Cancer or Full Benefit Cancer based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Partial Benefit Cancer or Full Benefit Cancer only if the following conditions are met:

- under generally accepted medical standards, a pathological Diagnosis cannot be made because it would be medically inappropriate or life-threatening;
- medical diagnostic testing supports the Diagnosis; and
- a Physician is treating You for Partial Benefit Cancer or Full Benefit Cancer.

**Coronary Artery Bypass Graft** means the undergoing of open heart Surgery performed by a Physician to bypass a narrowing or blockage of one or more coronary arteries using venous or arterial grafts. The procedure must be deemed medically necessary by a Physician and be supported by pre-operative angiographic evidence. Coronary Artery Bypass Graft does not include:

- angioplasty (percutaneous transluminal coronary angioplasty);
- laser relief;
- stent insertion;
- coronary angiography; or
- any other intra-catheter technique.

## DEFINITIONS (continued)

**Covered Condition** means the following, as they are defined in this Certificate:

- Bone Marrow Transplant;
- Heart Attack;
- Heart Transplant;
- Kidney Failure;
- Major Organ Transplant;
- Stroke;
- Full Benefit Cancer;
- Partial Benefit Cancer; or
- Coronary Artery Bypass Graft.

**Diagnosis** means the establishment of a Covered Condition by a Physician through the use of clinical and/or laboratory findings.

**Diagnose** means the act of making a Diagnosis.

**First Occurs** or First Occurrence means, with respect to each Covered Condition, the first time after You initially become insured under the Group Policy that such Covered Condition Occurs.

**Full Benefit Cancer** means the presence of one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue provided that a Physician has determined that:

- Surgery, radiotherapy, or chemotherapy is medically necessary;
- there is metastasis; or
- the patient has terminal cancer, is expected to die within 24 months or less from the date of Diagnosis and will not benefit from, or has exhausted, curative therapy.

**Group Policy** means the policy of insurance issued by Us to the Group Policyholder under which this Certificate is issued.

**Group Policyholder** means the National Association for the Self-Employed, Inc.

**Heart Attack** (myocardial infarction) means the death of a portion of the heart muscle as a result of obstruction of one or more coronary arteries due to atherosclerosis, spasm, thrombus or emboli.

**Heart Transplant** means the irreversible failure of Your heart for which a Physician has determined that the complete replacement of such organ with an entire heart from a human donor is medically necessary, and either You have been placed on the Transplant List or such transplant procedure has been performed.

**Kidney Failure** means the total, end stage, irreversible failure of both kidneys to function, provided that a Physician has determined that such failure requires either:

- immediate and regular kidney dialysis (no less often than weekly) that is expected by such Physician to continue for at least 6 months; or
- a kidney transplant.

## DEFINITIONS (continued)

### **Major Organ Transplant** means:

- the irreversible failure of Your lung, pancreas, entire kidney or any combination thereof, for which a Physician has determined that the complete replacement of such organ with an entire organ from a human donor is medically necessary, and either have been placed on the Transplant List or such transplant procedure has been performed; or
- the irreversible failure of Your liver for which a Physician has determined that the complete or partial replacement of the liver with a liver or liver tissue from a human donor is medically necessary by a Physician and either You have been placed on the Transplant List or such procedure has been performed.

### **Occurs** or **Occurrence** means:

- with respect to Heart Attack, Kidney Failure, Stroke, Full Benefit Cancer, or Partial Benefit Cancer that You:
  1. experience such Covered Condition; and
  2. are Diagnosed with such Covered Condition.
- with respect to Coronary Artery Bypass Graft, that You undergo a Coronary Artery Bypass Graft.
- with respect to Heart Transplant or Major Organ Transplant, that You:
  1. are placed on the Transplant List; or
  2. undergo such Heart Transplant or Major Organ Transplant.
- with respect to Bone Marrow Transplant, that a Physician has determined that the replacement of Your bone marrow with bone marrow from You or another human donor is medically necessary to treat the irreversible failure of Your bone marrow.

### **Partial Benefit Cancer** means one of the following conditions that meets the TNM Staging classification and other qualifications specified below:

- carcinoma in situ classified as TisN0M0, provided that Surgery, radiotherapy or chemotherapy has been determined to be medically necessary by a Physician;
- malignant tumors classified as T1N0M0 or greater which are treated by endoscopic procedures alone;
- malignant melanomas classified as T1N0M0, for which a pathology report shows maximum thickness less than or equal to 0.75 millimeters using the Breslow method of determining tumor thickness; and
- tumors of the prostate classified as T1bN0M0, or T1cN0M0, provided that they are treated with a radical prostatectomy or external beam radiotherapy.

## DEFINITIONS (continued)

**Physician** means an individual who has received a degree of doctor of medicine (M.D.), or doctor of osteopathy (D.O.), and is acting within the scope of a valid license issued in the United States to Diagnose a Covered Condition or to perform the services required for a Covered Condition for which a claim is made. A Physician is not:

- You, Your spouse, or anyone to whom you are related by blood or marriage;
- anyone with whom you are residing;
- Your adopted or step-child;
- anyone with whom You share a business interest; or
- Your employee.

**Practitioner of the Healing Arts** means any person who holds a valid license in the United States to engage in the diagnosis or treatment of disease or any ailment of the human body.

**Proof** means Written evidence satisfactory to us that a claimant has satisfied the conditions and requirements for a benefit described in this Certificate. Proof must include all of the information required under the terms of this Certificate and be timely submitted as described in this Certificate. When a claim is made for a benefit described in this Certificate, Proof must establish:

- the nature and extent of the Covered Condition;
- Our obligation to pay the claim; and
- the claimant's right to receive payment.

Except as provided in the Examinations and Autopsy provisions of this Certificate, Proof must be provided at the claimant's expense.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record. The signature may be transmitted by paper or electronic media, provided it is consistent with applicable law.

**Stroke** means a cerebrovascular accident or incident producing measurable, functional and permanent neurological impairment (not including transient ischemic attacks (TIA), or prolonged reversible ischemic attacks) caused by any of the following which result in an infarction of brain tissue:

- hemorrhage;
- thrombus; or
- embolus from an extracranial source.

**Surgery** means a procedure performed by a Physician involving the cutting of Your skin or tissue that in and of itself is intended to be curative or palliative. Surgery does not include endoscopic procedures.

**TNM Staging** means the classification standards for cancer developed by the American Joint Committee on Cancer.

**Total Benefit Amount** means the maximum aggregate amount, as specified in the Schedule of Insurance, that We will pay for any and all Covered Conditions combined, as provided under this Certificate.



**DEFINITIONS (continued)**

**Transplant List** means the Organ Procurement and Transportation Network (OPTN) list.

**United States** means the United States of America, its territories and its possessions.

**We, Us and Our** mean Metropolitan Life Insurance Company.

**Write, Written or Writing** means a record that may be transmitted by paper or electronic media, and that is consistent with applicable law.

**You and Your** means a member of the National Association for the Self-Employed, Inc. who is insured under the Group Policy for the insurance described in this Certificate.

## **ELIGIBILITY PROVISIONS: INSURANCE FOR YOU**

### **Eligible Classes**

All Premier or Platinum Plus Members.

### **Date You Are Eligible For Insurance**

You may only become eligible for the insurance available for Your eligible class.

If You are in an eligible class on the date insurance becomes available for the class, You will be eligible for insurance on that date. If You enter an eligible class after the date insurance is made available to the members of that class, You will be eligible for insurance on the date You enter the eligible class.

### **Date Your Insurance Takes Effect**

Insurance under this Certificate will take effect for You on the date We approve You for insurance, if on that date You are a Premier or Platinum Plus Member in good standing. If You are not a Premier or Platinum Plus Member in good standing on that date, Your coverage will not take effect.

### **Benefit Increases**

If you are insured under this Certificate at the time a Benefit Increase is offered for Your eligible class, You will be eligible for the Benefit Increase if you have not already attained the Maximum Benefit Amount.

The Benefit Increase will take effect for You on the date We approve You for such Benefit Increase, if on that date You are a Premier or Platinum Plus Member in good standing. If You are not a Premier or Platinum Plus Member in good standing on that date, Your Benefit Increase will not take effect.

## CRITICAL ILLNESS BENEFITS

Covered Conditions are grouped into three categories, as shown in the table below. If a Covered Condition First Occurs for You, while You are insured under this Certificate, Proof of the Covered Condition must be sent to Us. When We receive such Proof, We will review the claim and if We approve it, will pay the benefit described below for such Covered Condition, provided, however, that:

- a) We will never pay more than the Category Benefit Amount shown in the Schedule of Insurance for all of the Covered Conditions listed in any one category; and
- b) We will never pay more than the Total Benefit Amount shown in the Schedule of Insurance.

| Category 1  | Category 2   | Category 3                               |
|---|--|--|
| Full Benefit Cancer<br>Partial Benefit Cancer<br>Bone Marrow Transplant | Heart Attack<br>Stroke<br>Coronary Artery Bypass Graft<br>Heart Transplant | Kidney Failure<br>Major Organ Transplant |

**IMPORTANT NOTE:** Receipt of benefits under this Certificate may affect eligibility for Medicaid or other governmental benefits and entitlements.

**100% of the Category Benefit Amount** is payable for one of the following Covered Conditions that First Occurs for You while You are insured under this Certificate:

1. Bone Marrow Transplant;
2. Heart Attack;
3. Heart Transplant;
4. Kidney Failure;
5. Major Organ Transplant;
6. Stroke; or
7. Full Benefit Cancer.

**25% of the Category Benefit Amount**, is payable for Partial Benefit Cancer that First Occurs for You while You are insured under this Certificate. Only one benefit for Partial Benefit Cancer is payable for You in Your lifetime.

**25% of the Category Benefit Amount**, is payable for a Coronary Artery Bypass Graft that First Occurs for You while You are insured under this Certificate. Only one benefit for Coronary Artery Bypass Graft is payable for You in Your lifetime.

**Additional Covered Conditions:** We will not pay a benefit for any Covered Condition that First Occurs for You during a Benefit Suspension Period if such Covered Condition is in a different category of Covered Conditions from the Covered Condition that started the Benefit Suspension Period. A Benefit Suspension Period will not apply to a Covered Condition that is within the same category of Covered Conditions as the Covered Condition that started the Benefit Suspension Period.

If a Covered Condition First Occurs for You during a Benefit Suspension Period, and solely as a result of such Benefit Suspension Period, no benefit is paid for such Covered Condition, We will treat the next Occurrence (if any) of such Covered Condition after the Benefit Suspension Period ends, as the First Occurrence of such Covered Condition.

## Critical Illness Benefits (continued)

**Additional Covered Conditions (continued):** Benefits payable under the Group Policy for all Covered Conditions within any one category of Covered Conditions, as shown in the table on page 11, will not exceed the Category Benefit Amount. We will reduce what We pay for a claim so that the amount that We pay, when combined with amounts for all claims We have previously paid in the same category of Covered Conditions, does not exceed the Category Benefit Amount that was in effect on the date of the most recent Covered Condition.

We will reduce what We pay for a claim so that the amount We pay, when combined with amounts for all claims We have previously paid, does not exceed the Total Benefit Amount that was in effect on the date of the most recent Covered Condition.

## **Exclusions that Apply to Specific Covered Conditions**

### **Bone Marrow Transplant**

We will not pay benefits for a Bone Marrow Transplant involving bone marrow received from non-human donors.

### **Heart Transplant**

We will not pay benefits for a Heart Transplant:

- performed outside the United States, unless You were placed on the Transplant List prior to the Heart Transplant being performed;
- involving a heart received from non-human donors;
- involving implantation of mechanical devices or mechanical organs; or
- involving stem cell generated transplants.

### **Major Organ Transplant**

We will not pay benefits for a Major Organ Transplant:

- performed outside the United States;
- involving organs received from non-human donors;
- involving implantation of mechanical devices or mechanical organs;
- involving stem cell generated transplants;
- involving islet cell transplants; or
- involving a heart being transplanted in combination with any other organ.

### **Stroke**

We will not pay benefits for a Diagnosis of Stroke for:

- cerebral symptoms due to migraine;
- cerebral injury resulting from trauma or hypoxia; or
- vascular disease affecting the eye or optic nerve or vestibular functions.

### **Full Benefit Cancer**

We will not pay benefits for a Diagnosis of Full Benefit Cancer for:

- any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth;
- any papillary tumor of the bladder classified as Ta under TNM Staging;
- any tumor of the prostate classified as T1N0M0 under TNM Staging;
- any papillary tumor of the thyroid that is classified as T1N0M0 or less under TNM Staging and is one centimeter or less in diameter unless there is metastasis;
- any tumor in the presence of human immuno-deficiency virus;
- any non-melanoma skin cancer unless there is metastasis;
- any malignant tumor classified as less than T1N0M0 under TNM Staging; or
- any condition that is Partial Benefit Cancer.

## **Exclusions that Apply to Specific Covered Conditions (continued)**

### **Partial Benefit Cancer**

We will not pay benefits for a Diagnosis of Partial Benefit Cancer for:

- any benign tumor, dysplasia, intraepithelial neoplasia or pre-malignant growth;
- any papillary tumor of the bladder classified as Ta under TNM Staging;
- any tumor of the prostate classified as T1aN0M0 under TNM Staging;
- any papillary tumor of the thyroid that is classified as T1N0M0 or less under TNM Staging and is one centimeter or less in diameter;
- any tumor in the presence of human immuno-deficiency virus;
- any non-melanoma skin cancer; or
- any melanoma in situ classified as TisN0M0 under TNM Staging.

### **Coronary Artery Bypass Graft**

We will not pay benefits for Coronary Artery Bypass Graft:

- performed outside the United States; or
- that does not involve median sternotomy (a surgical incision in which the sternum, also known as the breastbone, is divided down the middle from top to bottom).

## **Additional Proof Requirements for Each Covered Condition**

### **Bone Marrow Transplant**

Proof of Bone Marrow Transplant requires submission of medical records evidencing that the Bone Marrow Transplant was deemed medically necessary by a Physician.

The Covered Condition for Bone Marrow Transplant will be deemed to Occur on the date the Physician deems the Bone Marrow Transplant to be medically necessary.

### **Heart Transplant**

Proof of Heart Transplant requires submission of medical records evidencing that the Heart Transplant was deemed medically necessary by a Physician and that either:

- You have been placed on the Transplant List; or
- the Heart Transplant had been performed.

The Covered Condition for Heart Transplant will be deemed to Occur on the earlier of:

- You are placed on the Transplant List; or
- the date the Heart Transplant is performed.

### **Heart Attack**

Diagnosis of Heart Attack must be made in Writing by a Physician and supported by medical records showing an elevation of enzymes, troponins or other biochemical cardiac markers, and two of the three following criteria associated with the Heart Attack for which a claim is being made:

1. typical chest pain characteristic of an acute myocardial infarction, requiring You to be Hospitalized as an inpatient;
2. electrocardiograph (EKG) changes on one or a series of electrocardiograms taken at the time You experience the Heart Attack for which a claim is being made, which changes are indicative of an acute myocardial infarction, but, if You had any prior electrocardiogram(s), the electrocardiogram(s) presented as Proof of Heart Attack must show changes from Your last electrocardiogram, and such changes must be indicative of an acute myocardial infarction; or
3. confirmatory imaging studies such as thallium scans, or echocardiograms indicative of an acute myocardial infarction, but, if You had any prior imaging studies, the imaging studies presented as Proof of Heart Attack must show changes from Your last imaging studies, which changes must be indicative of a myocardial infarction.

The Covered Condition for Heart Attack will be deemed to Occur on the date the Diagnosis of Heart Attack is made.

### **Kidney Failure**

Diagnosis of Kidney Failure must be made in Writing by a Physician and must be supported by medical records. The Covered Condition for Kidney Failure will be deemed to Occur on the date the Diagnosis of Kidney Failure is made.

## **Additional Proof Requirements for Each Covered Condition (continued)**

### **Major Organ Transplant**

Proof of Major Organ Transplant requires submission of medical records evidencing that the Major Organ Transplant was deemed medically necessary by a Physician in a medical specialty that is appropriate for the organ involved, and that either:

- You have been placed on the Transplant List; or
- the Major Organ Transplant has been performed.

The Covered Condition for Major Organ Transplant will be deemed to Occur on the earlier of:

- You are placed on the Transplant List; or
- the date that the Major Organ Transplant is performed.

### **Stroke**

Diagnosis of Stroke must be made in Writing and be based upon medical records indicating objective evidence of significant neurological impairment that is functional, measurable and permanent as demonstrated by magnetic resonance imaging, computerized tomography or other reliable imaging techniques. Such neurological impairment must be confirmed in Writing no earlier than 30 days after the cerebrovascular accident or incident by a Physician in neurology and be based upon objective evidence of significant neurological, motor or sensory impairment, which impairment must be present on the date that such Written confirmation is made. The Covered Condition for Stroke will be deemed to Occur on the date the Diagnosis of Stroke is made.

### **Full Benefit Cancer**

Unless We accept a Clinical Diagnosis as provided in this Certificate, Diagnosis of Full Benefit Cancer must be based upon microscopic (histologic) examination of fixed tissues or preparations of blood or bone marrow. Such examination must be documented in a Written pathology report by a Physician. The Covered Condition for Full Benefit Cancer will be deemed to Occur upon the date that the Diagnosis of Full Benefit Cancer is made.

### **Partial Benefit Cancer**

Unless We accept a Clinical Diagnosis as provided in this Certificate, Diagnosis of Partial Benefit Cancer must be based upon microscopic (histologic) examination of fixed tissue or preparations of blood or bone marrow. Such examination must be documented in a Written pathology report by a Physician. The Covered Condition for Partial Benefit Cancer will be deemed to Occur upon the date the Diagnosis of Partial Benefit Cancer is made.

### **Coronary Artery Bypass Graft**

Proof of Coronary Artery Bypass Graft requires submission of medical records evidencing that the Coronary Artery Bypass Graft:

- was determined to be medically necessary by a Physician;
- was supported by pre-operative angiographic evidence; and
- has been performed.

The Covered Condition for Coronary Artery Bypass Graft will be deemed to Occur on the date that the Coronary Artery Bypass Graft is performed.



## **OTHER EXCLUSIONS**

### **Exclusion for Intoxication**

We will not pay benefits for any Covered Condition that is caused by, contributed to by, or results from Your involvement in an incident, where You are intoxicated at the time of the incident and are the operator of a vehicle involved in the incident.

**Intoxicated** means that Your alcohol level met or exceeded the level that creates a legal presumption of intoxication under the laws of the jurisdiction in which the incident happened.

### **General Exclusions**

We will not pay benefits for any Covered Conditions caused by, contributed to by, or resulting from You:

- participating in a felony, riot or insurrection;
- intentionally causing a self-inflicted injury;
- committing or attempting to commit suicide while sane or insane;
- voluntarily taking or using any drug, medication or sedative unless it is:
  - taken or used as prescribed by a Physician, or
  - an “over the counter” drug, medication or sedative taken according to package directions;
- engaging in any illegal occupation; or
- serving in the armed forces or any auxiliary unit of the armed forces of any country.

We will not pay benefits for Covered Conditions arising from war or any act of war, even if war is not declared.

We will not pay benefits for any Covered Condition for which Diagnosis is made outside the United States, unless the Diagnosis is confirmed in the United States, in which case the Covered Condition will be deemed to Occur on the date the Diagnosis is made outside the United States.

We will not pay benefits for any Covered Condition that does not First Occur while You are insured under this Certificate.

## **WHEN INSURANCE ENDS**

### **Date Your Insurance Ends**

Your insurance will end on the earliest of:

- the date the Group Policy ends;
- the date You die;
- the date insurance ends for Your class;
- the date the Total Benefit Amount has been paid for You;
- the end of the period for which the last full premium has been paid for You;
- the date You cease to be in an eligible class; or
- the date Your membership in the National Association for the Self-Employed, Inc., ends for any reason.

## **CLAIMS**

### **Filing A Claim**

To file a claim for benefits under this Certificate, You must give Us notice of the claim and submit Proof of the claim to Us as described in this provision.

Notice of claim and Proof must be given to Us by following the steps set forth below:

#### **Step 1**

You must give Us notice by Writing to Us or calling Us at the toll free number shown on the face page of this Certificate within 30 days of the date of the Covered Condition.

#### **Step 2**

We will send a claim form to You and explain how to complete it. You should receive the claim form within 15 days of giving Us notice of claim.

#### **Step 3**

When You receive the claim form You should fill it out as instructed and return it with the required Proof described in this Certificate and the claim form. If You do not receive a claim form within 15 days after giving Us notice of claim, You may send Us Proof using any form sufficient to provide Us with the required Proof.

#### **Step 4**

You must give Us Proof not later than 90 days after the date of the Covered Condition. If notice of claim or Proof is not given within the time limits described in this section, the delay will not cause a claim to be denied or reduced if such notice and Proof are given as soon as is reasonably possible, but in no event, other than in the absence of the legal capacity of the claimant, later than 12 months from the date the Covered Condition Occurred.

### **Payment Of Benefits**

When We receive the claim form and Proof We will review the claim and, if We approve it, no later than 60 days after the date We receive the claim form and Proof, We will pay benefits subject to the terms and provisions of this Certificate and the Group Policy.

All benefits paid under this Certificate while You are living will be paid to You, unless You have assigned this insurance. But, if You are not legally competent to claim or receive benefits under this Certificate, we may pay up to \$10,000 to anyone related to You by blood or marriage who We believe is entitled to it. If We make such a payment in good faith, We will not be liable to anyone for the amount We pay. Any remaining benefits will be paid to Your legal representative.

If You designated a beneficiary, upon Your death we will pay to Your beneficiary any amount that is or becomes due. You may designate a beneficiary on a form acceptable to Us. You may change Your beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the beneficiary must be sent to the Group Policyholder no later than 90 days of the date You Sign such request.

Unless otherwise requested, We may at Our option pay benefits in one sum or by placing the amount in an account that earns interest. The person to whom we pay the benefits will have immediate access to all or any part of the account. We will pay interest on the benefits from the date they become payable until all funds in the account have been withdrawn.

## **CLAIMS (continued)**

### **Payment Of Benefits (continued)**

You do not need the beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no beneficiary designated or no surviving beneficiary at Your death, We may determine the beneficiary to be one or more of the following who survive You, in the order listed below:

1. Your spouse;
2. Your child(ren);
3. Your parents(s); or
4. Your sibling(s).

Instead of making payment in the order above, We may pay Your estate. Any payment made in good faith will discharge Our liability to the extent of such payment.

### **Authorizations**

We may require that You provide authorization for Us to obtain medical information and any other information pertinent to Your claim.

### **Examinations**

At Our expense, as often as is reasonably necessary, We may require You to have an independent examination by a Physician of Our choice.

At Our expense, as often as is reasonably necessary, We may have Our representatives conduct telephone or in-person interviews with You regarding Your claim.

### **Autopsy**

At Our expense, We have the right to make a reasonable request for an autopsy and/or exhumation where permitted by law. Any such request will set forth the reasons We are requesting the autopsy or exhumation.

### **Time Limit on Legal Actions**

A legal action on a claim may only be brought against Us during a certain period. This period begins 60 days after the date Proof is filed and ends three years after the date such Proof is required to be filed.

## **GENERAL PROVISIONS**

### **Changes in Standards**

This Certificate refers to classification standards for disease that have been developed by independent third parties. If those independent third parties change the classification standards, or if new standards are developed that become generally accepted in the medical community in the United States, We will interpret this Certificate in a manner that recognizes such changed or new standards when We determine it is appropriate to do so.

### **Entire Contract**

Your insurance is provided under a contract of group insurance with the Group Policyholder. The entire contract with the Group Policyholder is made up of the following:

- the Group Policy and its Exhibits, which include the certificate(s);
- the Group Policyholder's application; and
- any amendments and/or endorsements to the Group Policy.

### **Assignment**

The Benefits under the Group Policy are not assignable prior to a claim for benefits, except to a Physician or other health care provider who provides health care services to You, or except as required by law or permitted by Us.

### **Conformity with Law**

If the terms and provision of this Certificate do not conform to any applicable law, this Certificate shall be interpreted to so conform.

### **Standard of Time**

All coverage becomes effective and terminates at 12:01 A.M. Eastern Standard Time, or at 12:01 A.M. Eastern Daylight Time if Daylight Saving Time is then being observed.