



**NATIONAL GUARDIAN LIFE INSURANCE COMPANY**  
(called "We", "Our", and "Us")  
2 East Gilman Street, Madison, Wisconsin 53701

**GROUP VISION INSURANCE**  
**MASTER POLICY**

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator: AlwaysCare Benefits, Inc.  
(A Starmount Life Insurance Company)  
PO Box 98100  
Baton Rouge, LA 70898-9100

In return for the application, which is attached, and payment of premium as it becomes due, National Guardian Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

**The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.**

This Policy is governed by the laws of the jurisdiction shown below.

<b>POLICYHOLDER:</b>	<b>St. Martin Parish School Board</b>
<b>GROUP POLICY NUMBER:</b>	<b>2SMPS709</b>
<b>POLICY EFFECTIVE DATE:</b>	<b>July 1, 2009</b>
<b>ANNIVERSARY DATE:</b>	<b>July 1, 2011</b>
<b>JURISDICTION:</b>	<b>Louisiana</b>
<b>PREMIUM DUE DATE:</b>	<b>1<sup>st</sup> of every Month</b>
<b>COVERAGE PROVIDED:</b>	<b>See Incorporated Certificate's Schedule of Benefits</b>
<b>INITIAL TERM:</b>	<b>24 months</b>

Sherri Kliczak, Secretary

John Larson, President

**NON-PARTICIPATING**

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**PART I: PREMIUMS**

**C. PREMIUM SCHEDULE**

Initial Premium Rate	<b>Exam &amp; Materials</b>
Member Only	<b>\$8.60</b>
Member and Spouse	<b>\$17.20</b>
Member and Child(ren)	<b>\$18.24</b>
Member and Family	<b>\$28.62</b>

Initial Premium Rate is guaranteed from **July 1, 2009 to June 30, 2011**.

**B. PAYMENT OF PREMIUMS:** The premiums due under this Policy are payable in advance directly to Us at the Administrator’s Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

**C. PREMIUM ADJUSTMENTS:** When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly).

Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

**D. PREMIUM CALCULATION:** The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

**E. CHANGES IN PREMIUM RATES:** We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any 6 month period. We will notify the Policyholder in writing at least forty-five days before any increase in premium rates.

**F. GRACE PERIOD:** A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

**PART II: PROVISIONS SPECIFIC TO EMPLOYER GROUPS**

**A. DEFINITIONS:** The following Definitions apply in addition to those contained in the attached Certificate:

- 1. **Active Employee** – Means an Actively At Work Employee of the Employer named as the Policyholder.
- 2. **Active Work and Actively at Work** – Means that the Active Employee is performing all of the usual and customary duties of his or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder’s customary place of employment or business, or at some location to which the employment requires the Active Employee to travel.
- 3. **Retiree** – Means retirees ages 55-65 who have met the service requirements of the Policyholder.
- 4. **Service in the Uniformed Services** – Means performance of duty in the armed forces of the United States as defined by 10 U.S.C. 101(a)(4), including reserve components of the armed forces, Army National Guard and the Air National Guard, the commissioned corps of the Public Health Service, and any other category of persons designated by the president in time of war or emergency.

**B. CONTINUING INSURANCE ON ACTIVE EMPLOYEES ABSENT FROM WORK**

Coverage may be continued on Active Employees absent from work subject to the following provisions. If an Active Employee is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

<b>FOR ABSENCE DUE TO:</b>	<b>MAXIMUM CONTINUATION PERIOD:</b>
Temporary Lay-Off	One Year
Approved Leave of Absence	One Year
Part-Time Employment	One Year
Injury or Sickness	One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions: <ul style="list-style-type: none"> <li>1. the first period begins on the date the Active Employee stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six months);</li> <li>2. request to continue insurance must be made by the Employer to Us within 31 days before each Anniversary Date.</li> </ul>

**C. MILITARY SERVICE BENEFITS**

- 1. Any Employee has the right to continue insurance at the time the Employee enters Service in the Uniformed Services. This is subject to the payment of any premiums due for the coverage.
- 2. Any Employee who leaves employment to perform Service in the Uniformed Services and who re-applies for coverage after release will be reinstated. This includes any Dependents who were previously covered.

**PART III: WHEN INSURANCE UNDER THIS POLICY ENDS**

By giving the Policyholder written notice at least 60 days in advance, We have the right to end coverage under this policy as follows:

- 1. We have the right to terminate all insurance under this Policy at the end of the Initial Term or on any Premium Due Date after participation drops below the following requirements:
  - a. When Members are not required to contribute to the cost of their own insurance, there must be 100% participation.
  - b. For groups of 2 to 9 Members, 100% participation is required in all circumstances for both Members and Eligible Dependents.

- c. For groups of 10 or more Members where benefits are funded by the Members, 25% participation is required in all circumstances for both Members and Eligible Dependents. A minimum of 10 must enroll.
  - d. Participation must not drop 25% or more from the participation on the original effective date.
2. We can terminate all Dependent insurance under this Policy as of any Premium Due Date if there are less than 100% of the Members who have Dependent insurance when the Member is not required to contribute to its cost.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a 12 month basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other at least 60 days advance written notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured Dependent or Beneficiary.

#### **PART IV: GENERAL PROVISIONS**

**A. ENTIRE CONTRACT:** The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Insured enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.

**B. INCONTESTABILITY:** This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

**C. CHANGES IN POLICY:** The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

**D. CONFORMITY WITH LAW:** If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

**E. POLICY NON-PARTICIPATING:** This Policy is not entitled to share in the surplus earnings of Our company.

**F. INFORMATION TO BE FURNISHED BY POLICYHOLDER:** The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

**G. CLERICAL ERROR:** Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

**H. POLICYHOLDER NOT AGENT:** The Policyholder will in no event be considered Our agent for any purpose under this Policy.

**I. ASSIGNMENT:** No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

**J. INDIVIDUAL CERTIFICATES:** We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

**K. ADDITIONAL INSUREDS:** The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

**L. LEGAL ACTIONS:** No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

**Summary of the Louisiana Life and Health  
Insurance Guaranty Association Act and  
Notice Concerning Coverage  
Limitations and Exclusions**

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

**DISCLAIMER**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent.

**COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

Louisiana Life and Health  
Insurance Guaranty Association  
P. O. Drawer 44126  
Baton Rouge, Louisiana 70804

Louisiana Department of Insurance  
P. O. Box 94214  
Baton Rouge, Louisiana 70804-9214

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

## **COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by a non-profit organization which exclusively furnishes hospital service, or medical or surgical benefits, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by the prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contract holder;
- (6) employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).
- (7) unallocated annuity contracts (which give rights to group contract holders, not individuals), unless qualified under Section 403(b) of the Internal Revenue Code, except that, even if qualified under Section 403(b), unallocated annuities issued to employee benefit plans Protected by the Federal Pension Benefit Guaranty Corporation are not covered.

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.