

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717

Administered By: North American Benefits Company (NABCO) 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355

## GROUP ACCIDENT INSURANCE POLICY

**GROUP POLICYHOLDER:** County of Flathead School District #5

**GROUP NUMBER:** WS00103

**MINIMUM PARTICIPATION REQUIREMENT:** 10 lives or 15%

**DATE OF ISSUE:** July 1, 2022

**RENEWAL DATE:** Renewals occur annually beginning July 1<sup>st</sup>

**STATE OF ISSUE:** Montana

Madison National Life Insurance Company, Inc. (hereafter referred to as We, Our or Us) agrees to pay group insurance benefits with respect to each Insured Person according and subject to the terms and conditions of this Group Policy (hereafter referred to as "Policy"). Benefits are payable in United States dollars only. The benefits and insurance provisions approved under this Policy are contained in the Certificate of Insurance (hereafter referred to as "Certificate").

This Policy is issued to the Group Policyholder (hereafter referred to as "Policyholder") in consideration of the Group Application and payment of premiums, as provided herein, to take effect as of the Date of Issue. A copy of the completed Group Application is attached. This Policy will terminate as described herein. Date of Issue and Termination will begin and end at 12:01 A.M. Standard Time at the address of the Policyholder. The Policyholder is not Our agent for any purpose under this Policy.

**This Policy includes any applications, certificates, endorsements and other application documents.** This Policy is issued by Us and delivered in the state shown above and governed by the laws of that state. All terms are defined, and benefits are provided, in accordance with the terms, conditions and provisions of these documents, and applicable state laws. **All terms are as defined in the Certificate, unless otherwise shown herein.**

Executed at Madison National Life Insurance Company, Inc. by:



Marita Zuraitis  
President



Donald M. Carley  
Corporate Secretary

**THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH THE INSURED PERSON'S TAXES.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which You can get from Us.**

### NON-PARTICIPATING

**This Policy does not share in Our profits or surplus earnings.**

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## Insurance Requirements

The Policyholder's insurance elections are shown in the Group Application.

Insurance benefits for Insured Persons are as agreed upon between Us and the Policyholder. All insurance and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificate(s) issued by Us to the Policyholder for distribution to the Insureds, or directly to the Insureds. This includes any applicable Amendments, Riders or Endorsements, superseding or changing the Policy in any way, and/or the essential features of insurance the Insured Persons are entitled to under this Policy, and to whom the insurance benefits are payable in the event of a covered loss.

The Policyholder will furnish all information reasonably necessary to administer this Policy, including but not limited to the following:

1. At least one Census Report during each Contract Year, no later than three months prior to the next insurance benefit renewal date.
2. A list of all Eligible Persons and documentation supporting eligibility for Eligible Persons under the Group Policy.
3. Information about persons who become eligible and any amounts of insurance they may change and/or end.
4. Any other information required to manage a claim.
5. Notification of the Policyholder's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
6. Notice of any additional eligible insurance classes.
7. Any other information reasonably required.

**Census Report** means a report providing the following information for each Insured Person under the Group Policy: name, social security number, date of birth, gender, class, as defined in the Certificate and the amount of insurance.

**Contract Years** means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Policyholder and Us.

The Policyholder must provide such information to Us or Our agents in a regular and timely manner as reasonably specified by Us and/or Our agents. We or Our agents have the right at all reasonable times to inspect the payroll (if applicable) and records of the Policyholder relating to insurance under this Policy.

## Policy Premium

### Payment of Premiums

1. Premiums are due on the first of the month for which the premium applies, unless otherwise approved by Us.
2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under this Policy.
3. The Policyholder determines the amount, if any, of each Insured's contribution toward the cost of insurance.
4. Each premium is payable on or before its Premium Due Date directly to Us or Our legal representative.
5. Premium is due for an Insured Person for each month the Insured Person is insured under this Policy. The Policyholder must notify Us immediately whenever someone becomes eligible or ceases to be eligible for insurance.
6. All premiums are based upon information provided in the Census Reports.

### Changes in Premium Rates

Special Circumstances. We may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:

1. A change or clarification in a law or governmental regulation affects the amount payable under this Policy. Any change in premium rates will reflect only the change in Our obligations.

2. One or more changes occur in the factors material to the underwriting risk We assumed with respect to the Policyholder, including, but not limited to, the number of persons insured, age, gender and occupational classification.
3. The premium contribution arrangement for Insured Persons changes or varies by the Policy provisions when issued or last renewed.
4. The Policyholder requests an insurance benefit design change.
5. We, and the Policyholder, mutually agree to change premium rates.

In all other cases, and subject to a period We have provided the Policyholder with a written rate guarantee, We may change premium rates upon 60 days advance written notice to the Policyholder. Any change in premium rates may be made effective on any Premium Due Date, but no change will be made more than once in any Contract Year.

### **Premium Adjustments**

Premium adjustments involving a return of unearned premiums to a Policyholder may be limited to the 12 months just before the date We receive a request for premium adjustment.

### **Grace Period, Termination for Nonpayment and Reinstatement**

1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The insurance will remain in force during the Grace Period.
2. **Grace Period means** the 31 days following the Premium Due Date.
3. If the premium is not paid during the Grace Period, insurance under this Policy will terminate automatically at the end of the Grace Period.
4. The Policyholder is liable for the payment of a pro rata premium, if applicable, during the Grace Period.
5. If any renewal premium is not paid and insurance is terminated, the Policyholder may request a reinstatement by reapplying and submitting the required premium. Insurance will be reinstated upon Our approval, if the Policyholder requests reinstatement within 31 days of the termination date. We shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. We and the Policyholder have the same rights as We did under this Policy immediately before the due date of the defaulted premium, subject to any provisions in connection with the reinstatement.

## **Termination**

**By Us:** We can end this Policy:

1. due to nonpayment of premium. We will give a 60-day notice prior to the termination.
2. if the Policyholder has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Policy.
3. if the number of Insured Persons is less than the Minimum Participation Requirements.
4. if We cease to offer insurance in the group market in accordance with applicable state law.

**By the Policyholder:** The Policyholder can end this Policy by giving Us a 60-day advance written notice.

## **General Provisions**

**Certificates** - We will prepare the Certificates setting forth the main features of this Policy applicable to each Insured. We and the Policyholder may agree to distribute the Certificates to Insureds in paper format, or to make the document available and accessible for review by Insureds on the Policyholder's website. **The Policyholder will be responsible for providing sufficient notice to the Insureds of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy is available upon request.** Upon receiving such a request from either the Policyholder or Insured, We will provide a written copy of the Certificate to the Policyholder for distribution to the Insured. If the terms of the Certificate differ from the terms of insurance under this Policy, the latter will govern.

**Clerical Error** - A clerical error may be made by Us or the Policyholder in keeping data. If so, when the error is found

the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

**Conformity With Montana Statutes** - The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Policyholder is located on or after this Policy's Date of Issue.

**Entire Contract, Changes** - This Policy, including any applications, certificates, endorsements and other attached pages, if any, constitutes the Entire Contract of Insurance. No change in this Policy shall be valid until approved by one of our executive officers and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

**Legal Actions** - No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Certificate. No such action will be brought after the expiration of any applicable statutes of limitations.

**Misstatement** - If premiums for an Insured Person are based on enrollment information and the Insured Person's enrollment information has been misstated, there will be a fair adjustment of premiums based on his or her correct information. If the benefits for the Insured Person are based on the enrollment information which has been misstated, there will be an adjustment of said benefit based on the Insured Person's correct information.

**Time Limit On Certain Defenses** - All statements made in the Group Application are, in the absence of fraud, representations and not warranties. We cannot contest this Policy after it has been in force for 2 years from its date of issue. No statement shall be used to contest the validity of insurance or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of the statement is furnished to the Policyholder.

**Workers' Compensation** - This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

## NOTICE

This notice describes identities of and relationships among the insurer, administrator, and policyholder/certificate holder of this insurance.

**Insurer:** The insurance underwriter of your policy/certificate of insurance is as follows:

Madison National Life Insurance Company, Inc. (MNL)  
1241 John Q. Hammons Drive  
Madison, WI 53717

**Third Party Administrator (TPA):** The TPA of your policy/certificate of insurance is as follows:

North American Benefits Company (NABCO)  
20 Valley Stream Parkway, Suite 310  
Malvern, PA 19355

NABCO provides administrative services for insurance issued to policyholders/certificate holders including, but not limited to, claims, underwriting, premium billing, premium collection, client service, contract and policy/certificate issuance.

There is no ownership affiliation between MNL and NABCO.

**Policyholder/Certificate Holder:** The policyholder/certificate holder is listed in the Schedule of Benefits.

The TPA administers the insurer's policy/certificates in accordance with all contract provisions and pays benefits to the policyholders/certificate holders. All rights and responsibilities of the parties are outlined in the policy/certificate.

Your policy/certificate is fully insured which means the covered risk(s) is the responsibility of the insurer whereas the risk of a self-insured policy/certificate is the responsibility of the employer or company.

# MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

## NOTICE OF PRIVACY PRACTICES AND PROTECTION

**This Privacy Notice is provided for your information -- keep a copy of it for your records.**

**No response is required or requested.**

**Customer Privacy Is Our Business** - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

**What Information We Collect And How We Collect It** - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address,
- telephone number,
- social security number,
- account information,
- income,
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

**How Information Is Protected** - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

**Disclosure** - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- Affiliates – we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- Agents and Brokers – we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- Joint Marketing – we may provide information to non-affiliated third parties to jointly market insurance products or services.
- Lending Institutions – we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us.
- Government Entities – we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- Servicing organizations - we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

**About this Privacy Notice** - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

For additional information, contact us at:

**Attn: Privacy Officer  
Madison National Life Insurance Company, Inc.  
Post Office Box 5008  
Madison, WI 53705**