

Berkley Life and Health Insurance Company



Urbandale, Iowa
Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690

ADMINISTRATIVE CHANGE RIDER

This Rider is attached to and made a part of Policy Number PAI L131020083805 issued to Bicycle Adventure Club (the Policyholder).

Effective 10/15/2023, the Policy is renewed and **SCHEDULE OF BENEFITS** in the Policy is amended as follows:

The **POLICY PERIOD** is changed to 10/15/2023 to 10/15/2024.

The **POLICY NUMBER** is changed to PAI L131020083806.

The **PREMIUM** is changed to:

Total Amount Due: \$1,297.00

Premium Schedule: Annual paid 30 days From the Effective Date

This Rider does not change any other provisions of the Policy.

Signed for the Company:

A handwritten signature in black ink, appearing to be 'Philip S. Welt', written in a cursive style.

President

A handwritten signature in black ink, appearing to be 'Philip S. Welt', written in a cursive style.

Secretary

Berkley Life and Health Insurance Company



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CALIFORNIA RIDER

This Rider is attached to and made a part of Policy Number PAI L131020083806 issued to Bicycle Adventure Club (the Policyholder). The Policy/Certificate are hereby amended for California as follows:

DISCLOSURE

**INSURER INFORMATION
BERKLEY LIFE AND HEALTH
INSURANCE COMPANY
ADMINISTRATIVE OFFICE:
2445 KUSER ROAD
HAMILTON, NJ 08690
TOLL FREE: 866.723.4452**

**CALIFORNIA DEPARTMENT
OF CONSUMER AFFAIRS
CONSUMER INFORMATION DIVISION
1625 NORTH MARKET BLVD.
SUITE N112
SACRAMENTO, CA 95834
TOLL FREE: 800.952.5210**

The Department of Insurance, division of Consumer Affairs should only be contacted after discussions with Berkley Life and Health Insurance Company, or its agent or other representative or both, have failed to produce a satisfactory resolution to the problem.

SCHEDULE OF BENEFITS

The description of Classes of Eligible Persons is replaced with the following:

CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. Coverage to physically handicapped individual members of the group will be offered under the same terms and conditions as are normally offered to individual members of the group without physical handicap.

DEFINITIONS

The **DOMESTIC PARTNER / DOMESTIC PARTNERSHIP** definition is deleted and replaced with :

DOMESTIC PARTNER / DOMESTIC PARTNERSHIP means two adults who have filed a Declaration of Domestic Partnership with the State of California having met the requirements of Section 297 of the California Family. All provisions of the Policy applicable to a Spouse of the Covered Person shall apply equally to a Domestic Partner of the Covered Person.

DESCRIPTION OF BENEFITS

The following benefits are added to the list of Covered Medical Expenses under the Accident Medical and Dental Expense Benefit:

1. Charges incurred for the services provided by a Physician, including x-rays, for a Covered Person who has a second opinion consultation prior to electing Medically Necessary surgery on a non-emergency basis.
2. If prescription drug expenses are covered, We shall also cover charges for any drug, including Medically Necessary services associated with administration of the drug, if the drug:
 - has been approved by the FDA for at least one indication; and
 - is recognized for treatment of the indication for which the drug is prescribed in a prescription drug reference compendium or in substantially accepted peer reviewed medical literature.

Coverage is not provided for experimental drugs not otherwise approved for any indication by the FDA nor for any disease or condition that is excluded from coverage under the Policy.

CLAIMS PROVISIONS

The **NOTICE OF CLAIM** is deleted and replaced with:

NOTICE OF CLAIM: Written notice of death or injury must be given to the Company within 30 days after a covered loss begins or as soon as reasonably possible. Notice can be given to the Company at Cambridge Administrators, LLC, 5832 S 142nd St, Omaha, NE 68137, Attn: Claims Department. Notice should include the Covered Person's name and address as well as this Policy Number.

The **PAYMENT OF CLAIMS** is deleted and replaced with:

PAYMENT OF CLAIMS: Amounts payable under this Policy will be paid to the Policyholder upon receipt and acceptance by the Company of complete Proof of Loss. Any other accrued indemnities unpaid at the insured employee's death may, at the option of the insurer, be paid either to such beneficiary or such estate.

The **PROOF OF LOSS** is deleted and replaced with:

PROOF OF LOSS: The Policyholder must provide written proof of loss within 90 days of the Policyholder's payment that exceeds the Specific Deductible and in case of claim for any other loss, within 90 days after the date of such loss. If such proof is not given in the required time period the claim will not be denied or reduced if the proof of loss is given as soon as reasonably possible. However, in no event will the Company be liable for a claim where complete proof of loss is submitted more than 6 months after the end of the Policy Period during which the charge is incurred.

Complete Proof of Loss means:

- a) Fully completed claim form;
- b) Copies of itemized bills or paid claims report;
- c) Proof of payment; and
- d) Confirmation of Covered Persons eligibility under this Policy.

The Policyholder must cooperate with the Company in a timely manner in the investigation and the settlement of any claim payable under this Policy.

A claim will not be deemed to have been received by or reported to the Company until such information is received by the Company. Further, the notice of claim report shall not constitute receipt of or report of a claim by the Company.

The following provision is added if benefits for ambulance services are provided:

ASSIGNMENT OF AMBULANCE SERVICES BENEFITS: Benefits for ambulance services shall be payable directly to the provider of the ambulance services. This shall be done unless We receive proof that such benefits have already been paid.

The RIGHT OF RECOVERY provisions, if included, is replaced with the following:

REIMBURSEMENT: If a Covered Person has an Injury caused by a third party's wrongful act or negligence:

- a) We will pay Policy benefits for that Injury subject to Our Reimbursement Rights and on condition that the Covered Person (or the legal representative of the Covered Person):
 - 1) will not take any action which would prejudice Our Reimbursement Rights; and
 - 2) will cooperate in doing what is reasonably necessary to assist Us in enforcing Our Reimbursement Rights (including signing a reimbursement agreement or other document upon Our written request).
- b) Our Reimbursement Rights will not be reduced because:
 - 1) the recovery does not fully compensate the Covered Person for all losses sustained or alleged; or
 - 2) the recovery is not described as being related to medical costs.
- c) We may enforce Our Reimbursement Rights by filing a lien with the third party, the third party's insurer or another insurer, a court having jurisdiction in this matter or any other appropriate party.
- d) The amount of Our reimbursement will not be reduced by legal fees or court costs incurred in seeking the recovery, unless We agree otherwise in writing.
- e) We may elect to charge any reimbursement due Us under this provision against any further benefit payments for the Covered Person under the Policy. This will not reduce Our right to be paid first out of any recovery up to the amount of Policy benefits not yet reimbursed.

"Reimbursement Rights" means Our right to be reimbursed if:

- a) We pay Policy benefits for a Covered Person because of an Injury caused by a third party's wrongful act or negligence; and
- b) a Covered Person or the legal representative of a Covered Person recovers an amount from the third party, the third party's insurer, an uninsured motorist insurer or anyone else by reason of the third party's wrongful act or negligence.

This recovery may be the result of a lawsuit, a settlement or some other act. We are entitled to be paid first out of any recovery, up to the amount of Policy benefits We paid.

The following provision is added:

INDEPENDENT MEDICAL REVIEW:

When a Covered Person feels that a Disputed Health Care Service has been improperly denied, modified or delayed by Us, he may request an Independent Medical Review provided all the following conditions are met:

- The Covered Person's Physician recommended the health care service as Medically Necessary; or the Covered Person received emergency care and the attending Physician determined that such care was Medically Necessary;
- The Disputed Health Care Service is denied, modified or delayed by Us based in whole or in part on the decision that the health care service is not Medically Necessary; and
- The Covered Person has already filed a grievance with Us and the disputed decision is upheld or the grievance remains unresolved after thirty (30) days;

The request for an Independent Medical Review must be within six (6) months of any of the events listed above.

In addition, a Covered Person may also apply to the California Department of Insurance for an independent medical review of a decision to deny, modify, or delay health care services, based in whole or in part on a finding that the disputed health care services are not medically necessary, within six months of any of the qualifying periods or

events. The commissioner may extend the application deadline beyond six months if the circumstances of a case warrant the extension. The Covered Person shall pay no application or processing fees of any kind.

To initiate the Independent Medical Review, the Covered Person must submit the one-page application form in the addressed envelope provided by Us when We send notification of Our response to the grievance. The form will include any information needed to complete the Independent Medical Review.

The form will also include:

- Notice to the Covered Person that non-participation in the independent review process may cause the Covered Person to forfeit any statutory right to pursue legal action against Us regarding the grievance;
- A signed statement indicating the Covered Person's consent to obtain any necessary medical records from Us and any providers the Covered Person may have consulted on the matter;
- Notice of the Covered Person's right to provide information or documentation, either directly or through Us regarding any of the following:
 - A provider recommendation indicating that the disputed health care service is Medically Necessary for the Covered Person's medical condition;
 - Medical information or justification that a Disputed Health Care Service, on an Medical Emergency basis, was Medically Necessary for the Covered Person's condition;
 - Reasonable information supporting the Covered Person's position that the Disputed Health Care Service is or was Medically Necessary for his medical condition, including all information provided to the Covered Person by Us still in the Covered Person's possession, concerning any decisions regarding Disputed Health Care Services. Also, a copy of any materials the Covered Person submitted to Us that is still in the possession of the Covered Person, in support of the grievance, as well as any additional material that the Covered Person believes is relevant.

The confidentiality of any medical information will be maintained pursuant to applicable state and federal laws.

"Disputed Health Care Service" means any health care service eligible for coverage and payment under the Policy that has been denied, modified, or delayed by a decision by Us, in whole or in part due to a finding that the service is not Medically Necessary.

"Independent Medical Review" means a process to complete an initial screening of a Covered Person's grievance.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof of loss.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for three (3) years.

ENTIRE CONTRACT/CHANGES: This Policy, with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company and any statement made by the employer shall, in the absence of fraud, be deemed a representation and not a warranty. No statement made by any Covered Person whose eligibility has been accepted by the Company shall void this coverage or reduce benefits under this Policy or be used in defense to a claim hereunder.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in

writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

COVERED EXPENSES means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by this Policy.

The **HOME HEALTH CARE** provision has been deleted in its entirety.

Signed for the Company:



President



Secretary

Berkley Life and Health Insurance Company

Urbandale, Iowa
Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690



California Fraud Notice Endorsement

Effective 1/1/23, to comply with California law, the California Fraud Notice is added and/or revised to the following:

For your protection California law requires the following Fraud Notice to appear on the form to which this Notice is attached:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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Economic Sanctions Endorsement

This Endorsement attaches to and is made part of Policy Number PAI L131020083806 issued to Bicycle Adventure Club.

This Endorsement is subject to all the provisions, limitations, and exclusions of the Policy, except as they are specifically modified herein. In the event any provision of the Policy and this Endorsement conflict, the terms of this Endorsement shall govern. Please read this Endorsement carefully.

U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

All other terms, conditions, limitations, and exclusions of the Policy remain unchanged.

EFFECTIVE DATE OF ENDORSEMENT: 10/15/2023

Signed for the Company:

President

Secretary

California Guaranty Notice

NOTICE OF PROTECTION PROVIDED BY THE CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protection provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. Insurance Companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The valuable extra protection provided through the Association is not unlimited and is not a substitute for consumers’ care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions, and limit provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**

Generally, an individual is covered by the California Life and Health Insurance Guarantee Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows:

Life Insurance, Annuities and Structured Settlement Annuity Benefits

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

- **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of October 1, 2016, is \$554,556. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract;
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- If the person is provided coverage by the guaranty association of another state;
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual;
- Employer and association plans, to the extent they are self-funded or uninsured;
- A policy or contract providing any health care benefits under Medicare Part C or Part D;
- An annuity issued by an organization that is only licensed to issue charitable gift annuities;
- 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 certain investment elements of a variable life insurance policy or a variable annuity contract;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b) (C)

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Insurance companies and their agents are not allowed by California law to use the existence of the Guarantee Association or its coverage to solicit, induce or encourage you to purchase any form of insurance policy. When selecting an insurance company, you should not rely on Association coverage. If there is an inconsistency between this notice and California law, then California law will control.

BERKLEY LIFE AND HEALTH INSURANCE COMPANY

PRIVACY NOTICE

Berkley Life and Health Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information").

Why We Collect and How We Use Information.

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

How We Collect Information.

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

Information We Disclose.

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information.

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information.

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information.

Upon our receipt of your written request to us at Berkley Life and Health Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

Requirements for Privacy Notice.

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06836-2519.

Revised: February 7, 2006