

# AID ASSOCIATION FOR LUTHERANS

## MAJOR MEDICAL EXPENSE INSURANCE NONQUALIFIED PLAN

- Major medical expense insurance
- Benefits for specified medical expenses
- Benefit adjustment feature
- Participating - surplus refunds

This is a certificate of membership and major medical expense insurance with Aid Association for Lutherans. AAL agrees to provide the benefits and rights of this certificate. The entire contract is defined in Section 7.1. A table of certificate provisions is shown on page 2. The benefits and covered persons are shown on the certificate schedule which accompanies this certificate.

This certificate is issued in consideration of the application and the payment of the first premium.

This certificate is guaranteed renewable until age 65 or eligibility for Medicare by the timely payment of the premium at the rate in effect at the time of renewal. AAL reserves the right to change the table of premium rates by class.

NOTICE OF TEN DAY RIGHT TO RETURN  
AND CANCEL CERTIFICATE  
READ THIS CERTIFICATE CAREFULLY. This certificate is a legal contract between you and AAL. You may cancel this certificate by delivering or mailing written notice and this certificate to an AAL district representative or the home office within 10 days of its receipt. When written notice and this certificate are delivered or mailed, cancellation is effective and this certificate will be void from the beginning. Within 10 days after AAL receives written notice and this certificate at its home office, AAL will refund any premium paid.

NOTICE CONCERNING STATEMENTS IN THE  
APPLICATION FOR THIS CERTIFICATE  
Please read the copy of the application. Omissions or misstatements in it could cause a claim to be denied. Write to AAL within 10 days of its receipt if any information shown on it is not correct and complete or if any medical history has not been included.

Signed for Aid Association for Lutherans at the home office, 4321 North Ballard Road, Appleton, Wisconsin 54919.

*W. R. Heerman*      *R. L. Thunderson*  
Secretary                      President

## TABLE OF CERTIFICATE PROVISIONS

### 1. Definitions

- 2. Major Medical Expense Insurance
  - 2.1 . . . . . General
  - 2.2 Recommended Daily Room Maximum
  - 2.3 . . Recommended Surgical Maximum
  - 2.4 . Recommended Levels of Coverage
  - 2.5 . . . . . Benefit Adjustment Feature
  - 2.6 . . . . . Deductible
  - 2.7 . . . . . Benefits
  - 2.8 . . . . . Covered Expenses
  - 2.9 . . . Extended Care Facility Expenses
  - 2.10 . . . . . Surgical Expenses
  - 2.11 Private Duty Nursing, Physiotherapy and Speech Therapy Expenses
  - 2.12 . . . . . Pregnancy
  - 2.13 . . . . . Mental Illness
  - 2.14 Treatment of Alcoholism, Chemical Dependency or Drug Addiction
  - 2.15 . . . . . Exclusions
- 3. Covered Persons and Successor Insured
  - 3.1 . . . . . Covered Persons
  - 3.2 . . . . . Eligibility
  - 3.3 . . . . . Additions
  - 3.4 . . . . . Terminations
  - 3.5 . . . . . Successor Insured
- 4. Conversion Privilege
  - 4.1 . . . . . General
  - 4.2 . . . . . Covered Children
  - 4.3 . . . . Covered Former Spouse Upon Divorce or Upon Expiration of Continued Coverage
  - 4.4 . . . Covered Adults Upon Medicare Eligibility

### 5. Claims

- 5.1 . . . . . Notice of Claim
- 5.2 . . . . . Claim Forms
- 5.3 . . . . . Proof of Loss
- 5.4 . . . . . Time of Payment of Claims
- 5.5 . . . . . Payment of Claims
- 5.6 . . . . . Physical Examinations
- 5.7 . . . . . Misstatement of Age or Sex
- 5.8 . . . . . Legal Actions

### 6. Premiums, Reinstatement, and Surplus Refunds

- 6.1 . . . . . Payment of Premiums
- 6.2 . . . . . Premium Interval
- 6.3 . . . . . Changes in Premium
- 6.4 . . . . . Grace Period
- 6.5 . . . . . Reinstatement
- 6.6 . . . . . Surplus Refunds

### 7. The Contract

- 7.1 . . . . . The Entire Contract
- 7.2 . . . . . Incontestability
- 7.3 . . . . . Maintenance of Solvency
- 7.4 . . . . . Membership
- 7.5 . . . Conformity with State Statutes

Any benefit riders and a copy of the application follow Section 7.

# 1. DEFINITIONS

As used in this certificate:

You means the insured.

AAL means Aid Association for Lutherans.

Injury means accidental bodily injury which:

- Is sustained by a covered person while this certificate is in effect; and
- Causes losses covered under this certificate.

Sickness means a sickness or disease which:

- First manifests itself while this certificate is in effect; or
- Recurr while this certificate is in effect and which results from a previous disease or physical condition shown in the application and which has not been excluded from coverage under this certificate.

Doctor means a legally qualified and licensed practitioner of the healing arts who is practicing within the scope of this authority.

Nurse means a:

- Registered graduate nurse;
- Licensed practical nurse; or
- Licensed vocational nurse.

Physiotherapist means a licensed physiotherapist.

Speech Therapist means a licensed speech therapist.

Hospital means a lawfully operating institution for the care and treatment of injured or sick persons as resident bed patients, and which:

- Has facilities for diagnosis and treatment;
- Is supervised by a staff of doctors; and
- Has 24-hour nursing care supervised by a registered graduate nurse always on duty.

Hospital does not include an institution or part of one that is used as a:

- Sanitarium;
- Nursing home;
- Convalescent home;
- Rest home;
- Home for the aged; or
- An institution providing primarily custodial care.

Extended Care Facility means a lawfully operating institution or part of one which is for the care and treatment of resident bed patients making progressive recovery from an injury or sickness, and which:

- Is supervised by a doctor;
- Has 24-hour nursing care supervised by a registered graduate nurse;
- Maintains clinical records on all patients; and
- Has procedures for administration of drugs and biologicals.

Extended Care Facility does not include an institution or part of one that is used as a:

- Sanitarium;

Clinic;  
Rest home;  
Home for the aged; or  
An institution providing primarily custodial care.

**Prescription Drugs** means drugs and medicines which:  
Require the written prescription of a doctor;  
Are identified by a prescription number;  
Are dispensed by a licensed pharmacist; and  
Are approved as a prescription drug by the Food and Drug Administration.

**Medical Supplies** means medical supplies which a doctor orders in connection with your medical treatment, including:

Surgical dressings;  
Splints;  
Casts; and  
Other similar supplies.

It also includes durable medical equipment that your doctor prescribes for home use, such as:  
Oxygen equipment;  
Wheelchairs, and  
Other similar equipment.

**Medical Supplies** does not include:

Adhesive tape;  
Antiseptics;  
Other common first aid supplies;  
Whirlpools;  
Air purifiers;  
Humidifiers;  
Dehumidifiers; and  
Non-allergenic bedding;

**Prosthetic Appliances** means prosthetic appliances including:

Arm and leg braces;  
Back and neck braces;  
Orthopedic shoes when they are part of leg braces;  
Artificial limbs and eyes; and  
Other prosthetic devices needed to substitute for an internal bodily organ.

**Certificate Schedule** means the certificate schedule which accompanies this certificate, or the most recent amendment to it.

**Surgical Schedule** means the surgical schedule which accompanies this certificate, or the most recent amendment to it.

**Medicare** means the health insurance programs under Title XVIII of the Social Security Act as now established or later amended.

**Calendar Year** means the period beginning on each January 1 and ending the following December 31.

The amounts of money in connection with the following terms that apply to this certificate are shown on the certificate schedule:

Deductible  
Daily Room Maximum  
Surgical Maximum

## **2. MAJOR MEDICAL EXPENSE INSURANCE**

### **2.1 GENERAL**

This certificate provides benefits for specified medical expenses. The amount covered will depend upon your adjustment each year of the daily room maximum and surgical maximum. This is described in Section 2.5.

### **2.2 RECOMMENDED DAILY ROOM MAXIMUM**

The recommended daily room maximum is the amount of daily room maximum you should have in effect at each certificate anniversary. It is based on the average charge for hospital semi-private room and board in the area where you live. The area where you live is defined by the first three digits of your postal zip code.

### **2.3 RECOMMENDED SURGICAL MAXIMUM**

The recommended surgical maximum is the amount of surgical maximum you should have in effect at each certificate anniversary. It is based on prevailing charges for surgical procedures in the area where you live. The area where you live is defined by the first three digits of your postal zip code.

### **2.4 RECOMMENDED LEVELS OF COVERAGE**

Your coverage is at the recommended levels if, on the most recent certificate anniversary:

Your daily room maximum was at or above the recommended daily room maximum then in effect; and

Your surgical maximum was at or above the recommended surgical maximum then in effect.

### **2.5 BENEFIT ADJUSTMENT FEATURE**

On each certificate anniversary you may change your daily room maximum and surgical maximum. You may change them to the recommended levels of coverage in effect on that date. You may do so without regard to the health of covered persons.

If a change in coverage should require a change in premium, AAL will bill you for the correct premium. You accept a change by paying the billed premium. You may decline a change by giving AAL written notice to that effect.

If a change in coverage should require an increase in premium:

The premium for the increase will be based on the ages of covered persons at the date of change; and

The underwriting classes will be those that applied when this certificate was issued.

If you decline such a change, no more increases will be allowed through the benefit adjustment feature. But it may be reactivated upon your application and AAL's approval.

### **2.6 DEDUCTIBLE**

#### **A. Individual Basis**

The deductible is shown on the certificate schedule. It applies separately to covered expenses of each covered person. It must be met before AAL will pay benefits. It is met when a covered person incurs covered expenses in an amount equal to it within a calendar year.

Also, covered expenses incurred in a calendar year may be applied to the deductible for the next calendar year if they were:

Incurred in the last 3 months of the year; and  
Applied to the deductible for that year.

#### B. Family Basis

If two covered persons each meet their own deductibles in the same calendar year:  
Other covered persons need not meet their deductibles in that year; and  
Benefits will be paid as if the other covered persons had met their deductibles for that year.

#### 2.7 BENEFITS

After a covered person has met the deductible, AAL will pay:  
80 percent of the next \$1000 of covered expenses; and  
100 percent of additional covered expenses.

AAL will pay these benefits only for covered expenses which are incurred:

By that covered person; and

Within the calendar year in which the deductible was met by that covered person.

#### 2.8 COVERED EXPENSES

Covered expenses will include only charges which:

Are for needed care and treatment of injury or sickness; and

Are prescribed by a doctor; and

Do not exceed the reasonable and customary charges for such care and treatment in the area where provided.

A covered expense will be deemed incurred on the date the services were rendered or the supplies furnished. Covered expenses include those listed in the table of covered expenses and are limited to the amounts specified.

### TABLE OF COVERED EXPENSES

EXPENSE	IF YOUR COVERAGE IS AT RECOMMENDED LEVELS, COVERED EXPENSES ARE:	IF YOUR COVERAGE IS BELOW RECOMMENDED LEVELS, COVERED EXPENSES ARE:
Hospital room and board, and general nursing care.	Reasonable and customary charges for the necessary level of care.	Up to your daily room maximum for each day of confinement.
Hospital services and supplies (other than room and board, and general nursing care) and treatment or services rendered by a free-standing ambulatory surgical center or facilities offering ambulatory medical services 24 hours a day seven days a week, which are not part of a hospital, but have been reviewed and approved by the Minnesota State Commissioner of Health to provide the treatment or services.	Reasonable and customary charges.	That proportion of charges incurred which your daily room maximum bears to the recommended daily room maximum.

Hospital intensive care facility confinement.	Reasonable and customary charges for the necessary level of care.	Up to 2 1/2 times your daily room maximum for each day of such confinement.
Extended care facility room and board, including regular daily services and supplies, subject to the provisions in Section 2.9.	Reasonable and customary charges.	Up to 1/2 of your daily room maximum for each day of such confinement.
Surgery performed by a doctor.	Reasonable and customary charges.	Up to the amount provided in the surgical schedule, subject to the provisions in Section 2.10.
Second surgical opinions.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.
Medical treatment, other than surgery, by a doctor or by a licensed registered nurse certified in advanced nursing practice.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.
Anesthetics and their administration.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.
Services of a private duty nurse, physiotherapist, or speech therapist, subject to the provisions in Section 2.11.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.
Professional ambulance service to the nearest qualified hospital.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.
X-ray and laboratory examinations, surgical dressings, blood and blood derivatives, prescription drugs, and other necessary medical supplies and prosthetic appliances.	Reasonable and customary charges.	That proportion of charges incurred which your surgical maximum bears to the recommended surgical maximum.

## **2.9 EXTENDED CARE FACILITY EXPENSES**

Charges made by an extended care facility will be covered expenses if:

The stay is preceded by a hospital stay; and

The stay is recommended by a doctor for a progressive recovery from a condition which caused that hospital stay, or a related condition; and

The stay begins within 14 days after discharge from that hospital stay; and

The covered person is examined by a doctor at least once each week; and

A doctor certifies that the covered person needs and receives medical services or care, on a daily basis, which can be provided only in an extended care facility on an inpatient basis.

Such charges will be covered for a maximum of 100 days for an extended care facility stay due to the same or related causes. Separate stays are related unless:

The later stay begins after complete recovery from the condition causing the earlier stay; or

The later stay results from causes unrelated to the causes of the earlier stay; or

The covered person resumes full normal activities for an uninterrupted period of at least 14 days between stays.

## **2.10 SURGICAL EXPENSES**

The limit for any surgical procedure which is listed in the surgical schedule is the amount shown next to the procedure. This amount includes the fee for surgery and follow-up care.

AAL will determine the limit for any procedure which is not listed. An added amount will be allowed for a listed procedure when warranted, in the judgement of AAL, by complications or other circumstances that require more time or unusual services. Such added allowances and limits for unlisted procedures will be determined on the basis of the time and difficulty of the procedure as compared to that of comparable listed procedures. However, AAL will not allow more than the surgical maximum for any one procedure.

When multiple procedures are performed at the same operative session:

Through the same incision; or

In the same operative field;

the limit will be the largest limit for any one of the procedures performed.

When multiple procedures are performed at the same operative session:

In separate operative fields; and

Through separate incisions;

the limit will be the sum of :

The limit for the major procedure; plus

One-half of the limit for each of any lesser procedure.

When bilateral, similar procedures are performed at the same operative session in separate operative fields, the limit will be:

The limit of the first procedure; plus

One-half of the limit of the second procedure.

## **2.11 PRIVATE DUTY NURSING, PHYSIOTHERAPY AND SPEECH THERAPY EXPENSES**

Charges for the services of a private duty nurse will be covered expenses if:

The services are ordered and supervised by a doctor; and

The covered person requires and receives medical services which can be provided only by a nurse.

Charges for the services of a physiotherapist or a speech therapist will be covered expenses if:

The services are ordered and supervised by a doctor; and

The condition needing the service is a result of a covered injury or sickness.



## **2.12 PREGNANCY**

Expenses which result from pregnancy are not covered under this certificate. Pregnancy includes:

- Resulting childbirth;
- Miscarriage;
- Incomplete abortion;
- Missed abortion.

Expenses incurred as a result of pregnancy which began while a covered person under this certificate and which are uniquely related to pregnancy will be covered for the following conditions:

- Eclampsia or toxemia;
- Bleeding which requires blood transfusion;
- First Caesarean section;
- Unanticipated, non-elective Caesarean section;
- Ectopic pregnancy.

Those expenses which are incurred above and beyond the usual expenses for care and delivery of pregnancy will be covered expenses for the following conditions:

- Acute nephritis;
- Nephrosis;
- Cardiac decompensation;
- Thrombophlebitis.

Complications of pregnancy shall not include:

- Surgical delivery, except as provided above;
- False labor;
- Occasional spotting;
- Rest prescribed by a doctor during pregnancy;
- Morning sickness; and
- Other conditions not listed herein as a complication of pregnancy.

## **2.13 MENTAL ILLNESS**

Expenses that are a result of mental, nervous, or emotional disease or disorder will be covered expenses only if they are incurred:

- During a hospital stay because of such disease or disorder; and
- Within 60 days after discharge.

The maximum which will be paid for all such covered expenses for any one covered person will be limited to \$10,000 during any one calendar year, with a lifetime maximum of \$20,000.

## **2.14 TREATMENT OF ALCOHOLISM, CHEMICAL DEPENDENCY OR DRUG ADDICTION**

This certificate provides coverage for the treatment of alcoholism, chemical dependency or drug addiction on the same basis as coverage for sickness and injury when treatment is rendered in:

- (a) A hospital; or
- (b) A residential treatment program as licensed by the State of Minnesota pursuant to diagnosis or recommendation by a doctor; or
- (c) A non-residential treatment program approved or licensed by the State of Minnesota.

## **2.15 EXCLUSIONS**

This certificate does not cover:

- (1) That part of any covered expenses for which a covered person is eligible to have payment made under Medicare or other governmental program other than state medical assistance programs.

- (2) That part of any covered expenses for which a covered person is eligible to have payment made under any state or federal workmen's compensation, employer's liability or occupational disease law.
- (3) Loss caused by war, declared or not.
- (4) Cosmetic surgery; reduction mammoplasty; and eyelid surgery. However, AAL will not deny benefits for reconstructive surgery:
  - (a) Due to injury, sickness or other diseases of the involved part of the body; or
  - (b) To correct a congenital defect of a child born to you, your spouse or any covered person.
- (5) Eye refraction or the purchase or fitting of vision or hearing aids.
- (6) Treatment, care, or surgery dealing with the teeth or periodontal structures, except injury to natural teeth.
- (7) Mental, nervous, or emotional disease or disorder, except as provided in Section 2.13.
- (8) Pregnancy, except as provided in Section 2.12.
- (9) Loss which occurs during the first 12 months after the effective date of coverage of a covered person for injuries or sicknesses which are not shown in the application and which had occurred or manifested themselves before the effective date of coverage.
- (10) Services performed by you or your spouse, or a child, parent, brother or sister of yours or your spouse's, or persons who ordinarily reside in your household.

### **3. COVERED PERSONS AND SUCCESSOR INSURED**

#### **3.1 COVERED PERSONS**

Covered persons are those persons so named in the certificate schedule.

#### **3.2 ELIGIBILITY**

You and your spouse are eligible to become covered persons. Your or your spouse's children are eligible to become covered persons if they are:

Unmarried; and

Under 23 years of age; and

Chiefly dependent upon you or your spouse for support and maintenance.

"Children" includes:

Step children;

Adopted children; and

Children for whom a petition for adoption is pending.

#### **3.3 ADDITIONS**

A child of yours born while this certificate is in effect becomes a covered person at birth automatically with respect to injury; sickness, congenital defects, and premature birth. Coverage for the child will continue to the first premium due date that occurs more than 60 days after birth. For coverage thereafter, written request together with the appropriate premium, if any, must be received by AAL within one year after the birth of the child.

Any other eligible person will become a covered person:

Upon acceptance by AAL of your written request according to AAL's then current underwriting standards; and

Payment of the appropriate premium, if any.

#### **3.4 TERMINATIONS**

Status as a covered person will terminate as described below:

#### **A. Your Spouse**

Status as a covered person for your spouse will terminate on the premium due date next following the date of divorce. However, if your divorce decree requires you to provide continued coverage for your former spouse, he or she may remain a covered person under this certificate. Coverage may be continued until the first to occur of:

- The date of remarriage of either you or your former spouse; or
- The date coverage would otherwise terminate under this certificate.

#### **B. A Child**

Status as a covered person for a child will terminate on the premium due date next following the first to occur of:

- The date of the child's marriage;
- The date the child is no longer chiefly dependent on you or your spouse for support and maintenance;
- The child's 23rd birthday (or, if the child is then incapable of self-sustaining employment due to mental or physical handicap, the day the incapacity ends).

#### **C. Each Covered Person**

Status as a covered person will terminate for each covered person on the earlier of:

- The date the covered person becomes eligible for Medicare; or
- The first day of the month in which the covered person reaches age 65.

### **3.5 SUCCESSOR INSURED**

If your coverage terminates because of your death, age, or eligibility for Medicare, your spouse, if then a covered person, may become the insured.

## **4. CONVERSION PRIVILEGE**

### **4.1 GENERAL**

AAL will issue a health insurance certificate to any person whose coverage under this certificate terminates except for nonpayment of premiums. Written request and the first premium must be received by AAL within 60 days after coverage terminates.

### **4.2 COVERED CHILDREN**

The new certificate will provide benefits that are most similar to those provided to covered children under this certificate. It will be issued without regard to health. The premium will be based on the age, class, and the table of premium rates in effect at the date of conversion.

### **4.3 COVERED FORMER SPOUSE UPON DIVORCE OR UPON EXPIRATION OF CONTINUED COVERAGE**

The new certificate will provide at least the minimum benefits of a qualified plan. A number three qualified plan, a number two qualified plan, or a number one qualified plan may be chosen. A certificate providing reduced benefits at a reduced premium rate may be chosen instead of a qualified plan. It will be issued without regard to health. The premium will be based on the original issue class and the ages at the date of issue of the coverages of this certificate.

#### **4.4 COVERED ADULTS UPON MEDICARE ELIGIBILITY**

The new certificate will be the Medicare supplement that AAL then issues, if it issues one. It will be issued without regard to health. The premium will be based on the age, class, and table of premium rates in effect at the date of conversion.

### **5. CLAIMS**

#### **5.1 NOTICE OF CLAIM**

Written notice of claim must be given within 30 days after a covered loss starts or as soon as reasonably possible. The notice shall be given to AAL at its home office, 4321 North Ballard Road, Appleton, WI 54919. Notice should include your name and the certificate number. Help may be obtained through an AAL district representative.

#### **5.2 CLAIM FORMS**

When AAL receives the notice of claim, it will send you forms for filing proof of loss. If these forms are not given to you within 10 days, you may meet the proof of loss requirements by giving AAL a written statement of the nature and extent of the loss within the time limit stated in Section 5.3.

#### **5.3 PROOF OF LOSS**

Written proof of loss must be given within 90 days after such loss. If it was not reasonably possible to give written proof in the time required, AAL shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof must be given no later than 1 year from time proof is otherwise required, unless you were legally incapacitated.

#### **5.4 TIME OF PAYMENT OF CLAIMS**

Benefits for loss covered by this certificate will be paid as soon as AAL receives proper written proof.

#### **5.5 PAYMENT OF CLAIMS**

Benefits will be paid to you. Any benefits unpaid at your death will be paid to your estate.

#### **5.6 PHYSICAL EXAMINATIONS**

AAL, at its expense, has the right to have any covered person examined as often as reasonably necessary while a claim is pending or being paid.

#### **5.7 MISSTATEMENT OF AGE OR SEX**

If a covered person's age or sex at issue has been misstated, the benefits will be those the premium would have purchased at the correct age or sex at issue.

#### **5.8 LEGAL ACTIONS**

No legal action may be brought to recover on this certificate until after 60 days from the date written proof of loss has been given. No such action may be brought after 3 years from the time written proof of loss is required to be given.

## **6. PREMIUMS, REINSTATEMENT, AND SURPLUS REFUNDS**

### **6.1 PAYMENT OF PREMIUMS**

The first premium is due on the issue date. To keep this certificate in effect, each premium must be paid to AAL when due. Premiums are due on the first day of each premium interval. Upon request, AAL will furnish a receipt for premiums paid. This certificate will terminate when any premium is not paid when due, except as otherwise provided under Section 6.4.

### **6.2 PREMIUM INTERVAL**

Premiums may be paid:

Annually; or

Quarterly; or

Monthly by preauthorized check; or

On any other premium interval that AAL offers for this certificate.

You may change the premium interval of this certificate, except:

While premiums are being waived under the Waiver of Premium Disability Benefit Rider, if any; or

If the change would cause an annual premium to fall due at any time other than a certificate anniversary.

A change in premium interval will be effective when AAL accepts the correct premium for the new interval.

### **6.3 CHANGES IN PREMIUM**

AAL reserves the right to change the premium rate on any renewal date. Any such change will apply only on a class basis as determined by AAL. The change will be based on the original insuring ages and sexes of the covered persons. AAL will make no change in premium because of a change in health of any covered person.

### **6.4 GRACE PERIOD**

This certificate has a 31 day grace period. This means that if a premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period the certificate will stay in effect.

When a claim is paid, AAL may deduct any premium due and unpaid from the claim payment.

### **6.5 REINSTATEMENT**

This certificate will terminate if a premium is not paid before the end of the grace period. It will be reinstated if AAL:

Later accepts the premium; and

Does not require an application for reinstatement.

If AAL requires an application for reinstatement, this certificate will be reinstated on the earlier of:

The date the application is approved; or

The 45th day after the date of application if it is not disapproved before then.

The reinstated certificate will cover only loss that results from:

Injury sustained after the date of reinstatement; and

Sickness that first manifests itself after the date of reinstatement.

In all other respects your rights and those of AAL will remain the same, subject to any provisions noted on or attached to the reinstated certificate.

The incontestability provision will operate anew from the date of any reinstatement only as to statements made in the application for reinstatement.

## **6.6 SURPLUS REFUNDS**

This is a participating certificate. It will share in the divisible surplus as determined and apportioned each year by the Board of Directors.

## **7. THE CONTRACT**

### **7.1 THE ENTIRE CONTRACT**

The entire contract is made up of:

- This certificate;
- The application;
- The AAL Articles of Incorporation and Bylaws; and
- Any amendments to the above.

Any amendments to the Articles of Incorporation and Bylaws made after the issue date will not reduce the benefits which AAL promised as of the issue date.

No one but the President or the Secretary has the right and power on behalf of AAL to change or waive any provision of this certificate.

All statements in the application are to be deemed representations and not warranties. Unless it is contained in the application, no statement by any covered person will:

- Make void this certificate; or
- Be used by AAL to contest a claim.

### **7.2 INCONTESTABILITY**

This certificate will be incontestable after two years from the effective date of coverage for each covered person, except for nonpayment of premiums. If a different incontestability provision appears in any benefit rider, the incontestability provision as stated in the rider shall apply to that rider.

### **7.3 MAINTENANCE OF SOLVENCY**

If AAL's reserves for any class of certificates become impaired, the Board of Directors may require that benefit members pay to AAL a fair and just amount to get rid of the deficiency.

If the amount is not paid, it will be charged as a debt against this certificate with interest at a rate of 5 percent per year. If you agree, an equivalent reduction in benefits may be chosen instead of or in combination with the debt.

### **7.4 MEMBERSHIP**

The applicant as shown in the application is a benefit member of AAL. This membership cannot be transferred. The privileges of membership are stated in the AAL Articles of Incorporation and Bylaws.

### **7.5 CONFORMITY WITH STATE STATUTES**

If any provision of this certificate is in conflict with the laws of the state in which you reside on the issue date, the provision is automatically amended to meet the minimum requirements of such laws.