

Compensation laws. The Applicant must comply with the Workers' Compensation law as it pertains to non-subscribers and the required notifications that must be filed and posted.

- This coverage is an employee benefit and does not insure any casualty or general liability risk of the Applicant.
 - Neither the Insurer nor the broker/agent has represented the coverage as anything other than an employee benefit which offers no indemnity for the Applicant's liability.
 - Neither this coverage, nor the Insurer, will indemnify or protect the Applicant from any losses or damages from Employees on account of accidental injury or death of any Employee.
 - This coverage is not intended to provide, nor will it provide, the Applicant with any protection or defense against any suit which may be brought by anyone for any reason.
 - In order for insurance to take effect on the date specified by the Insurer, 100% of the Applicant's Eligible Employees must be covered under the Policy.
 - Any person who fits the definition of an Employee, but who is not in Active Service on the Effective Date of the Policy issued to the Applicant, will be covered on the date they return to Active Service.
 - 100% Eligible Employee participation may be verified using a quarterly employment tax statement at case submission and periodically thereafter.
 - The Applicant will forward to the Claims Administrator for claims adjudication any bills from providers seeking reimbursement from the Plan. The Insurer is not responsible for any payments made by the Applicant to providers(s) for expenses that are not eligible under the Plan. Any payment made by the Applicant to a Provider for a service or supply that is not eligible under the Plan is not attributable to the Accident Medical Expense Benefit Deductible.
 - The Insurer and its representatives are authorized to contact the Applicant by mail or telephone to discuss this application.
5. The Applicant shall make modified duty available for Partially Disabled Employees as defined by the Plan who are able to return to some form of work as agreed to by their treating physician.
6. The Applicant is the ERISA Plan Administrator, and hereby appoints the Insurer as the designated fiduciary for the review of claims for benefits under the Plan, hereinafter called Claim Fiduciary.

The Claim Fiduciary shall serve as such effective from and after the effective date of the Policy, even though signed subsequent to such effective date, and shall continue to serve in such capacity unless and until the Policy is no longer in force, provided, however that the Claim Fiduciary shall continue to serve as such after the Policy is no longer in force to the extent necessary to process any run-out claims under the Policy.

Within the scope of this appointment, Claim Fiduciary shall be responsible for adjudicating claims for benefits under the Plan, and for deciding any appeals of adverse claim determinations. Claim Fiduciary shall have the authority, in its discretion, to interpret the terms of the Plan, including the Policy; to decide questions of eligibility for coverage or benefits under the Plan; and to make any related findings of fact. All decisions made by such Claim Fiduciary shall be final and binding on Employees and Beneficiaries of the Plan to the full extent permitted by law. ERISA Plan Administrator shall include the foregoing in Summary Plan Descriptions furnished to Employees. Claim Fiduciary shall provide ERISA Plan Administrator with a form of Summary Plan Description, based on its standard Certificates of Insurance, which contains in substance the foregoing, in addition to a summary of the terms of the Policy. ERISA Plan Administrator solely is responsible for assuring that any form of Summary Plan Description which differs from the wording of the Summary Plan Description provided by Claim Fiduciary is consistent with the terms of the applicable Plan documents including the Policy.

ERISA Plan Administrator shall provide Claim Fiduciary with copies of its Summary Plan Description for use of the Claim Fiduciary in discharging its duties as such.

This instrument does not authorize to Claim Fiduciary any fiduciary responsibility with respect to the administration of the Plan except as provided herein. It is understood that the Claim Fiduciary's sole liability to the Plan and to Employees and Beneficiaries shall be for the payment of benefits provided with respect to the Policy issued by Claim Fiduciary to the Plan.

7. I have reviewed the coverages, limits, terms and exclusions of the Policy and agree to be bound by all of the terms, conditions and limitations of the Policy.

Authorized Signature _____ Date _____

Applicant Name _____

Title of Party Signing _____

Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act.

Agent Certification

I certify that any information inserted on the Employer Application and Certification Form by me was based solely on information provided to me by the Applicant, and that all such information is accurate and complete, to the best of my knowledge, information and belief.

I further certify that I have not (1) provided legal advice to the employer concerning the effect of non-subscription under the Texas Worker's Compensation Law; (2) made any statements to the employer which are inconsistent with the employer's acknowledgments on the application; or (3) represented to the Applicant that the Occupational Accident Insurance applied for herein is a replacement for Worker's Compensation Insurance.

Agent's Name: _____

Agent's Signature: _____

Agent's License: _____



CIGNA Group Insurance
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