



MEDMUTUAL LIFE INSURANCE COMPANY GROUP CONTRACT

This contract is entered into between _____
(called the Group or Employer) and **MedMutual Life Insurance Company** (called MedMutual Life). This contract supersedes any contracts previously entered into by and between the Group and MedMutual Life and its predecessors.

The Contract Date is _____. The Contract Period shall be from the Contract Date through _____ when, unless canceled or terminated as provided by this contract or the Certificates, coverage under this contract will renew for a further period of twelve (12) consecutive months and thereafter, from year to year. Renewal may be subject to changes in rates and contract terms.

MedMutual Life will maintain copies of this contract, including any exhibits or attachments, in electronic form, and copies reproduced from such electronic forms or any other reliable means (for example: photocopy, image or facsimile) shall in all respects be considered equivalent to an original. An electronic signature shall be deemed a valid signature for all purposes under this contract.

RECITALS

- A. The Group has agreed to allow MedMutual Life to make available to its Eligible Employees and their Eligible Dependents certain limited benefit, fixed-indemnity and accident-only voluntary group insurance plans ("Voluntary Plans") offered by MedMutual Life; and
- B. The election of the Voluntary Plans is at the option of each Eligible Employee; and
- C. The Eligible Employees are responsible for paying the full amount of the premium due; and
- D. The Group has agreed to withhold the premium for the Voluntary Plans on a post-tax basis from employee payroll and to remit the premium to MedMutual Life on the Certificate Holders' behalf; and
- E. The Group and MedMutual Life have determined that it is appropriate and necessary to enter into this contract regarding the Voluntary Plans.

Now, therefore, in consideration of the mutual promises, covenants and understandings contained herein, the Group and MedMutual Life hereby agree as follows:

PROVISIONS

ARTICLE I - DEFINITIONS

Section 1.1 **Application** - all questionnaires and forms from Eligible Persons required by MedMutual Life to determine the eligibility of Eligible Persons and rates.

Section 1.2 **Certificate(s)** - the document(s) that describe(s) covered services and for whom covered services are payable and includes schedules of benefits and any riders and amendments added thereto.

Section 1.3 **Certificate Holder** - an Eligible Employee or member of the Group who has been approved and accepted by MedMutual Life, and who has enrolled for coverage under the terms and conditions of the Voluntary Plans.

Section 1.4 **Covered Person** - the Certificate Holder, and if two-person coverage or family coverage is in force, the Certificate Holder's Eligible Dependent(s).

Section 1.5 **Eligible Dependent** - an Eligible Person other than the Certificate Holder, as defined in the Certificate.

Section 1.6 **Eligible Employee** - a member of the Group who receives a wage or salary from the Group, as reported on the Group's federal and state payroll reports, and who, in accordance with MedMutual Life's underwriting guidelines, is eligible to be a Covered Person under the terms and conditions of the Voluntary Plans.

Section 1.7 **Eligible Person** - a person approved by MedMutual Life in accordance with MedMutual Life's underwriting guidelines, who is eligible to be a Covered Person under the terms and conditions of the Voluntary Plans.

ARTICLE II - GROUP ACKNOWLEDGEMENTS

The Group understands the following:

- (a) MedMutual Life is making the Voluntary Plans available to all of the Group's Eligible Employees actively working at least twenty (20) hours per week and to the Eligible Employees' Eligible Dependents.
- (b) MedMutual Life may require that a minimum number of Eligible Employees enroll in the Voluntary Plans before making these plans available.
- (c) Eligible Persons may request coverage by submitting an Application, through paper or electronic means, to MedMutual Life.

- (d) If MedMutual Life does not receive a request for coverage from the Eligible Person within thirty-one (31) days after the person becomes eligible, such person is subject to the late enrollee provision described in the Certificate Holder's Certificate.
- (e) The Group will notify MedMutual Life within thirty-one (31) days of a Certificate Holder's termination of employment or reduction in hours.
- (f) The Employer is not contributing to the premium due for any Eligible Person.
- (g) Employee participation in the Plans is completely voluntary.
- (h) The Employer's role is limited to: a) allowing the insurance producer or MedMutual Life to publicize the Voluntary Plans to its employees; b) collecting premium through payroll deductions; and c) remitting the premium to MedMutual Life.
- (i) MedMutual Life is not providing the Employer with any consideration in the form of cash or otherwise in connection with the Voluntary Plans.

ARTICLE III - CERTIFICATES AND EFFECTIVE DATES OF COVERAGE

Section 3.1 Certificates

MedMutual Life will provide each Certificate Holder with applicable Certificates describing the covered services, how benefits are paid and claim filing instructions.

Section 3.2 Dates of Coverage

- (a) For Eligible Persons enrolled during the Group's initial enrollment period, coverage starts on the Contract Date.
- (b) For a newly Eligible Person enrolled after the Contract Date, coverage starts as of his or her date of eligibility, provided MedMutual Life has received the required request for coverage from such person within thirty-one (31) days of the date of eligibility.
- (c) If the request for coverage is not received by MedMutual Life within this time period, such person is a late enrollee and must wait until the Group's next open enrollment period to apply for coverage.

ARTICLE IV - PAYMENTS

Section 4.1 Premium Payments

- (a) The Group shall withhold through payroll deduction on a post-tax basis all premiums due and remit such premium to MedMutual Life.

- (b) Premium payments are due on the first day of each month. This is called the Premium Due Date, and all premiums must be paid on or before the Premium Due Date.
- (c) If a check written, or electronic payment made, by the Group is returned to MedMutual Life by the Group's financial institution for insufficient funds, MedMutual Life reserves the right to charge the Group a returned item fee up to the maximum allowed by applicable law. This fee is in addition to any fees charged to the Group by the Group's financial institution.
- (d) This contract will be in force only so long as premiums and any required fees are paid. A period of thirty-one (31) days from the Premium Due Date is allowed for the payment of premiums and required fees, except the initial and renewal premiums.
- (e) In the event all required premium and fee payments are not received by MedMutual Life within thirty-one (31) days after the Premium Due Date, this contract may be terminated by MedMutual Life retroactively to the last day of the period for which premiums and any required fees were paid.
- (f) The amount of the monthly premiums for the Voluntary Plans offered under this contract is specified in Addendum I, which is incorporated in and made a part of this contract by reference. Premium and fee payments made when due will keep this contract in force from the Premium Due Date to the next Premium Due Date.
- (g) This contract may be renewed on the anniversary day of the Contract Date. This is called the Renewal Date. All renewal premiums must be paid on or before the Renewal Date. Renewal premiums not paid when due may subject the Group to termination of coverage as defined in Section 6.1 of the contract.

Section 4.2 Change in Premium

MedMutual Life may change the amount of premium for the Voluntary Plans at each renewal. MedMutual Life shall give Certificate Holders at least thirty (30) days' notice of the change in premium prior to the Premium Due Date.

MedMutual Life reserves the right to adjust the premium during the Contract Period or terminate coverage for that Covered Person if a Covered Person misrepresents a material fact to MedMutual Life or fails to notify MedMutual Life of a situation that, if known, would have caused MedMutual Life to establish different monthly premium for the Voluntary Plans offered under this contract.

ARTICLE V - UNIFORM PROVISIONS

Section 5.1 General Provisions

A description of the following general provisions can be found in the Certificate:

- Notice of Claim and Claim Forms
- Proof of Loss
- Time of Payment of Claims
- Legal Actions

Section 5.2 Entire Contract

This contract, the Certificates, and any individual applications submitted by the Group's employees applying for the Voluntary Plans under this Contract shall constitute the entire contract amongst MedMutual Life, the Group and the Certificate Holder. All statements, in the absence of fraud, made by any applicant shall be deemed representations and not warranties, and no such statement shall avoid the insurance or reduce benefits thereunder unless contained in a written application.

Section 5.3 Fraudulent Statements and Conduct

All statements, in the absence of fraud, made by any Covered Person shall be deemed representations and not warranties. No statement shall void the coverage or reduce the benefits of this Contract unless contained in a written Application of an Eligible Person.

MedMutual Life shall have the right to void a Covered Person's coverage if that person engages in fraudulent conduct relating to an Application or to a claim for covered services.

ARTICLE VI - TERMINATION

Section 6.1 Termination

The Group may cancel or terminate this contract only upon thirty (30) days' advance written notice to MedMutual Life. Upon termination by the Group, the Group shall immediately notify each Certificate Holder that the Group will no longer withhold the Voluntary Plan premiums through the payroll process and instruct the Certificate Holders to contact MedMutual Life before the next scheduled Premium Due Date, for information on any similar individual policies MedMutual Life has available. MedMutual Life may cancel or terminate this Contract at any time without notice if it does not receive the required premiums when due, including renewal premiums, or other required fees. MedMutual Life's negotiation of any check sent or deposited into MedMutual Life's lockbox after the termination date does not constitute acceptance or reinstatement by MedMutual Life.

MedMutual Life may decide not to renew this contract at any time by giving the Group and each Certificate Holder at least thirty (30) days' notice in advance of the effective date of termination.

Section 6.3 Liability of MedMutual Life Upon Termination

No benefits will be paid by MedMutual Life for any expenses incurred or treatment received after termination of any Voluntary Plans except for any covered services specified as payable after termination in the applicable Certificate.

Section 6.4 Termination of a Covered Person's Coverage

MedMutual Life may terminate a Covered Person's coverage under this contract as described in the applicable Certificate.

ARTICLE VII - COVERAGE AND RIGHTS

Section 7.1 Change of Covered Services

MedMutual Life may change or revise the covered services provided pursuant to the Voluntary Plans at any time. The Group and Certificate Holders will be given at least thirty (30) days' notice prior to the effective date of the change.

Section 7.2 Waiver of Contractual Rights

Failure by MedMutual Life to insist on or enforce any of its rights shall not constitute a waiver of those rights by MedMutual Life, and nothing shall constitute a waiver of MedMutual Life's rights to insist on strict compliance with the provisions of this agreement.

Section 7.3 Retention of Discretion

MedMutual Life shall have the exclusive right to interpret the terms of the Certificate. The decision about whether to pay any claim, in whole or in part, is within the sole discretion of MedMutual Life and such decisions shall be final and conclusive, subject to any appeals process as outlined in the Certificate.

ARTICLE VIII - AUDITS AND RECORDS

Section 8.1 Review of Records

The Group's payroll records may be audited by MedMutual Life for information related to eligibility.

The Group agrees to cooperate with MedMutual Life, its agents and employees in the investigation of any complaints of fraudulent conduct by any Covered Person. Such cooperation shall include, but not be limited to, review of records, claims, applications for insurance and any other documents relating to a Covered Person's enrollment with the Group.

ARTICLE IX - MISCELLANEOUS

Section 9.1 Contract Changes

No change in this contract will be effective until approved in writing by an authorized officer of MedMutual Life. This approval must be endorsed on or attached to this Contract. No agent, employee or representative of MedMutual Life, other than an authorized officer, may change this contract or waive any of its provisions.

Section 9.2 Notice

Any notice required under this contract must be in writing. Notice to the Group must be hand-delivered, or mailed by first-class mail with proper postage, to the Group at the Group's address stated in the Group Application. Notice to MedMutual Life must be hand-delivered, or mailed by first-class mail with proper postage, to MedMutual Life at MedMutual Life's address stated in the Group Application. Notice shall be deemed effectively received on the date of delivery or three (3) days after the date of post mark, whichever is earlier.

Either the Group or MedMutual Life may, by written notice, indicate a new notice address.

MedMutual Life has the right, at its option and discretion, to communicate with Covered Persons about matters relating to this contract, or Certificates, Schedules of Benefits and any riders or amendments.

Section 9.3 Severability

If any provision or any part or any application of this Contract is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect or impair any other provision or right or remedy of MedMutual Life.

Section 9.4 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the state of Ohio.

IN WITNESS WHEREOF, MedMutual Life and the Group have signed this Contract to be effective on the Contract Date first above written.

(the Group)

MedMutual Life Insurance Company
(MedMutual Life)

Signature

Signature

Title

Title

Date

Date