

**APPLICATION TO
PRESIDENTIAL LIFE INSURANCE COMPANY
Nyack, New York
FOR
AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE**
Under a group contract issued to
The Trustee of the Presidential Multiple Employer Insurance Trust

Application is hereby made to the Presidential Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Full Legal Name of Applicant: _____
2. Address: _____
City: _____ State: _____ Zip Code: _____
3. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal name and addresses of such companies.
_____, _____, _____
4. Enter the full name of your Employee Benefit Plan(s) - (A copy of such Employee Benefit Plan(s) must be attached.)

5. Name and address of Designated Third Party Administrator:
_____, _____
6. Effective Date: _____
7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):
_____ Singles and _____ Families (or) _____ Composite
8. **GENERAL SCHEDULE OPTIONS:**
 - (a) Contract Period: _____ to _____
 - (b) Disabled Persons are are not covered.
Retired Employees are are not covered.
 - (c) Aggregate Benefit Yes No

Aggregate Contract Basis: Employee Benefit Plan Expenses must be:

Incurred from _____ through _____, and
Paid from _____ through _____
Claims Incurred prior to the Contract Effective Date are limited to \$ _____

8. **GENERAL SCHEDULE OPTIONS:** (Continued)

- Aggregate eligible expenses include:
- Medical
 - Prescription Card Service
 - Dental Care
 - Weekly (Disability) Income
 - Vision Care
 - Other _____

Aggregate Monthly Factor per:

- Single Employee: \$ _____
- Family: \$ _____
- Composite: \$ _____

Aggregate Payable Percentage (excess of Deductible): _____

Maximum Eligible Claim Expense Per Covered Person: \$ _____

Minimum Aggregate Deductible: \$ _____

Maximum Aggregate Benefit (excess of Deductible): \$ _____

Percentage Applicable to Minimum Aggregate Excess Deductible: _____

(d) Monthly Aggregate Accommodation Yes No

(e) Terminal Liability Yes No

(f) Specific Benefit Yes No

Specific Contract Basis: Employee Benefit Plan expenses must be
 Incurred from _____ through _____.
 Paid from _____ through _____.
 Claims Incurred prior to the Contract Effective Date are limited to: \$ _____

Specific Eligible Expense: Medical Only

Specific Deductible (per person): \$ _____

Specific Payable Percentage (excess of Deductible): _____

Maximum Specific Benefit (per person in excess of Specific Deductible): \$ _____

9. **PREMIUMS:**

(a) Aggregate Premium

- Premium Per Month Per Unit: \$ _____
- Minimum Annual Aggregate Premium: \$ _____

Monthly Aggregate Accommodation

- Premium Per Month Per Unit: \$ _____
- Annual Premium in Advance: \$ _____

Terminal Liability

- Premium Per Month Per Unit: \$ _____
- Annual Premium in Advance: \$ _____

(b) Specific Premium

- Premium Per Month Per
- Single Employee: \$ _____
- Family: \$ _____
- Composite: \$ _____
- Minimum Monthly Specific Premium: \$ _____

10. **SPECIAL RISK LIMITATIONS:**

Contract will be based upon the current employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

Specific: _____

Aggregate: _____

11. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:

- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within thirty (30) days of the requested Effective Date.
- (b) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions of a person of like sex and age.
- (c) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Applicant.
- (d) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
- (e) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Presidential Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
- (f) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
- (g) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Period.
- (h) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (i) Oral Statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (j) **NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.**

12. IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT: (Continued)

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at _____ this _____ day of _____, 20 _____.

Witness: _____
Signature of Licensed
Resident Agent

Applicant: _____
Tax ID #: _____

By: _____
Title: _____

Licensed Resident Agent: _____

Address: _____

City: _____ State: _____ Zip: _____

Social Security or Tax ID # _____

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20 _____

By: _____
Title: _____

Contract No.: _____ Effective Date: _____