



a Delaware Insurance Company
Administrative Office: 485 Madison Avenue, New York, NY 10022

MASTER GROUP LIMITED BENEFIT FIXED INDEMNITY INSURANCE POLICY

THIS IS A FIXED INDEMNITY PLAN THAT IS NOT INTENDED TO QUALIFY AS THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU PURCHASE A PLAN THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE TERMINATION OR LOSS OF THIS POLICY DOES NOT ENTITLE YOU TO A SPECIAL ENROLLMENT PERIOD TO PURCHASE A HEALTH BENEFIT PLAN THAT QUALIFIES AS MINIMUM ESSENTIAL COVERAGE OUTSIDE OF AN OPEN ENROLLMENT PERIOD.

Policyholder: Barton Staffing Solutions
Policy Number: TSE3711
Effective Date: 01/01/2018
Policy Anniversary Date: January 1st
Premium Due Date/Policy Renewal Date:
State of Issue: Illinois

The Policy is issued in the State of Illinois in accordance with its laws. These laws and rules govern in resolution of any questions about the Policy.

The Policy replaces any prior one given by the Company to the Policyholder as of the Policy's Effective Date.

This Master Policy ("Policy") is issued to the Policyholder by the Company on the Effective Date at 12:01 a.m. at the Policyholder's address. Independence American Insurance Company, Madison, Wisconsin agrees to pay the Benefits provided by this Policy in accordance with its terms and conditions. This Policy is a legal contract between the Policyholder and the Company

This Policy is issued in consideration of the application of the Policyholder, a copy of which is attached hereto, and payment of the required premiums.

The first premium is due on the Effective Date. Subsequent premiums will be due on the dates stated above at the office of the Company or at the office of Our authorized administrator.

All periods of time under this Policy will begin and end at 12:01 A.M. local time at the Policyholder's address.

INDEPENDENCE AMERICAN INSURANCE COMPANY

David T. Kettig
President

Loan Nisser
Secretary

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DEFINITIONS

All terms are as defined in the Certificate of Insurance in Section 2 – Definitions.

GROUP LIMITED BENEFIT FIXED INDEMNITY INSURANCE POLICY CERTIFICATE OF INSURANCE

The Certificate of Insurance is incorporated into and made a part of this Policy.

The insurance Benefits and Coverage for an Employer are as selected and agreed upon between Us and the Employer. All Coverages and actual Benefit amounts in effect with respect to each Eligible Person and their Dependents, if any, will be as described in the Certificate of Insurance issued by Us to or for that Eligible Person which will include his or her personal Schedule of Benefits and any applicable Riders and Endorsements.

We will make available to each Eligible Person a Independence American Insurance Company identification card, a Certificate of Coverage, including a Schedule of Benefits, and applicable endorsements, if any, which generally describe the essential features of Coverage to which each Eligible Person is entitled under this Policy. The Employer is solely responsible for the timely delivery of the identification card, Certificate of Insurance including the Schedule of Benefits, and any applicable endorsements, if any, to each of its Eligible Persons. The Employer acts as the agent for, and representative of, its Eligible Persons and their Dependents, if any, when receiving and/or distributing such documents to each Eligible Person. Independence American Insurance Company is not liable or responsible in any way whatsoever for any act, omission or statement by the Employer or its agent or representative in connection with this Policy or the delivery of any of these documents.

EMPLOYER AS INSURED PERSON'S REPRESENTATIVE

For any and all purposes regarding the Policy, including each Insured Person's Coverage provided under the Policy, the Employer is neither the agent nor representative of Independence American Insurance Company. The Employer represents only itself and its' Insured Persons under this Policy; its employees, agents and representatives do not represent Independence American Insurance Company, employees, agents and representatives.

Independence American Insurance Company, agents and representatives are not liable or responsible in any way whatsoever for any act, omission or statement by the Employer, its' Eligible Persons, Employees, agents or representatives.

PARTICIPATION

Eligibility for Participation: An Employer is eligible to maintain coverage under the Policy for the benefit of its Employees, if it:

- Operates a viable business for 52 weeks each Calendar Year;
- Offers coverage to the Eligible Classes it determines on the Effective Date of Coverage;
- Offers coverage to persons eligible for and added to such Eligible Classes after the Effective Date of Coverage;
- Meets or exceeds the minimum participation requirements; and
- Maintains the required contribution towards premium.

Eligible Class: The Employer shall determine the Eligible Classes. The Eligible Classes are shown on the Employer's application.

Possible Eligible Classes include: Salaried Employees and Hourly Employees. An Eligible Person whose Eligible Class is changed after the Effective Date of his coverage shall become eligible under another Eligible Class on the first day of the month coinciding with or next following the date of the change.

Eligible Persons: A Salaried Employee and his or her Dependents are eligible for coverage on the first of the month following 30 or 60 or 90 days as requested by the Employer days of the Employee's employment with the Employer. An Hourly Employee and his or her Dependents are eligible for coverage on the first of the month following 30 or 60 or 90 days of the Employee's employment with the Employer

Late Enrollee: If an Employee does not apply for coverage on his or her initial eligibility date, coverage may not be applied for until the next Policy Anniversary Date.

POLICY PREMIUM

Payment: The premium is the amount the Company charges for insurance under this Policy. The premium rates are shown on the premium notice given to the Employer with or prior to delivery of the Policy. Each premium shall be equal to the sum of the premium payable for each Insured Person. Any overpayment or underpayment of premium will be credited or debited to the Employer's account without interest.

Due Date: All premiums are payable by the Employer on the dates shown on the cover page of this Policy. If the Company agrees to change the method of paying premiums, any pro rata adjusted premium required will be paid by the Employer. Each monthly payment will pay for the insurance then in force under this Policy for a period of one month.

Change of Premium Rates: The rates may be changed on any premium due date subject to 60 days advance written notice by the Company or its authorized administrator. When state law requires a notice of rate change to be greater than 60 days, Employers located in such states will be notified accordingly.

Grace Period: After payment of the first premium, We will allow an Employer a Grace Period of 31 days following a premium due date to pay subsequent premiums. During this Grace Period, the Policy and Insured Person's Coverage under the Policy will remain in force. If the Employer fails to pay the premium during the Grace Period, the Policy and Insured Person's Coverage under the Policy will automatically end at the end of the period for which the last premium payment has been paid. The Grace Period does not apply if the Policy terminates for reasons other than nonpayment of premium.

Adjustment Due Date: If, between premium due dates, there is a change in the number of Eligible Persons or Dependents, Independence American Insurance Company will determine if any additional premium is due or if the Employer is entitled to a premium refund. Any additional premium due because of an increase in the number of persons covered will become due on the first premium due date coincident with or next following the month the increase occurred.

Any refund due because of a decrease in the number of persons covered will become due on the first day of the next premium due date.

Returned Check Fee: If a check in payment for any premium is dishonored for insufficient funds, a reasonable service charge shall be debited to the Employer's account. A dishonored check shall be considered a failure to pay premium.

POLICY TERMINATION

Policyholder's Request: The Policyholder may terminate the Policy at any time by providing Independence American Insurance Company or its authorized administrator with at least a 31-day advance written notice. The Policy will then terminate on the date stated in the notice or the date 31 calendar days after Independence American Insurance Company receives the notice, whichever occurs later.

Independence American Insurance Company's Request: Independence American Insurance Company may terminate the Policy at any time by providing the Policyholder with at least 60 days advance written notice. The Policy will then terminate on the date stated in the notice or the date 60 calendar days after the Policyholder receives the notice, whichever occurs later.

Premium Refund: Upon termination of the Policy, any unearned premium will be determined on a pro-rata basis. Independence American Insurance Company will promptly return any unearned premium paid by the Policyholder.

Premium Due: The Employer is liable for any unpaid premium, which accrues while the Policy remains in force.

No Prejudice to Claims: Termination of the Policy will not prejudice any claims incurred by a Insured Person prior to the effective date of termination.

GENERAL PROVISIONS

Representations Not Warranties: Unless fraudulent, all statements made by, or for, an Eligible Person under this Policy are representations and not warranties. No statement can be used to void an Eligible Person's coverage unless a copy of the statement is signed by the Eligible Person and furnished to the Eligible Person or his or her beneficiary.

Incontestability: After the Policy has been in force two years from its effective date, no statement of the Employer will be used to void the Policy. No statement by any Eligible Person on a written application for insurance will be used to reduce or deny a claim after the Eligible Person's Coverage, with respect to which claim has been made, has been in effect for two years or more.

Policy Renewal: The Policy shall automatically renew monthly.

Clerical Error: If a clerical error is made so that an otherwise Insured Person's Coverage does not become effective, Coverage may be in effect if: (a) the Eligible Person makes a written request for coverage on a form We approve; and (b) any premium not paid because of the error is paid in full from the Effective Date of Coverage. The Company reserves the right to limit retroactive Coverage to two months preceding the date the error was reported.

If a clerical error is made so that the Coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any premium refund will be reduced by any payment made for claims.

If claims paid exceed the premium refund or if Benefits are paid to any person who Independence American Insurance Company subsequently identifies as not being entitled to Coverage under the Policy on the date a claim for Benefit was incurred, the Employer will be liable for the amount of the Benefits so paid. At Independence American Insurance Company's option, it will bill the Employer for these amounts or adjust future premiums.

Non-Participation: This Policy is non-participating. It does not share in the Company's profits or surplus earnings.

Conformity with Laws: If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

Non-Waiver of Terms: Failure to insist upon compliance with any of the Policy's terms, at any time or under any circumstance, will not operate as a waiver of or as a modification to these terms.

EMPLOYER RESPONSIBILITIES

The Employer agrees:

5. To offer each eligible Employee the opportunity to elect coverage under the Policy as a procedure of employment when he or she attains the status of an Employee as provided for in the Policy.
6. To furnish Independence American Insurance Company, or its authorized administrator on a monthly basis and on Independence American Insurance Company approved forms, such information as may reasonably be required by Independence American Insurance Company for the administration of coverage under the Policy, including any change in an Insured Person's eligibility status.
7. To comply with all policies and procedures established by Independence American Insurance Company in administering and interpreting coverage under the Policy.
8. To furnish all enrollment and termination change notifications to Independence American Insurance Company or its authorized administrator within 30 days after the Effective Date of such additions, changes and terminations. Employees or Dependents no longer eligible, as defined, must be terminated on the premium due date coinciding with the date on which the Employee or Dependent ceases to qualify as an eligible person. If the Employer fails to send notification to Us of any ineligible insured Employee or Dependent's termination within 30 days of the date the person ceases to be an eligible Employee or Dependent, the Employer shall forfeit any premium refund/credit that would otherwise have been due.