## **Inshore Benefits**

# **Group Enrollment Checklist Globe Life Indemnity Plan**



Available to groups headquartered in one of these States: CA **☐** Employer Application includes three items: ☐ Group Application ■ New Case Information Form (NCIF) ■ Proposal Signature Page First Month's Premium (include \$5 monthly admin Fee\*) If paying by ACH autopay AND enrolled in emailed invoices only. If paying by check, make check payable to Pathian Administrators. If paying by ACH, complete ACH Auto pay form. ☐ Employee Applications or Census Enrollment Spreadsheet (Minimum of 10 enrolled employees required) **Three Ways to Submit:** ■ Mail to: Warner Pacific Insurance Services Attn: Inshore New Business 32110 Agoura Road Westlake Village, CA 91361-4026 Fax to: (818) 484-2975 Email to: CANewBusiness@warnerpacific.com

Once the new policy has been approved, it is the employer's responsibility to cancel any prior coverage per the carrier's cancellation policy in order to avoid being responsible for additional premium.



Globe Life And Accident Insurance Company 3700 S Stonebridge Dr McKinney, TX 75070 www.globelifebenefits.com

## **Group Limited Indemnity Policy**

## **GROUP INSURANCE APPLICATION**

GENERAL INFORMATION				
Full Legal Name of PARTICIPATING EMPLOYER	₹:	Federal Tax ID #:		
Street Address:	City:	County:	State:	Zip:
Form of Organization:				
	tnership			
Full Legal Name of TRUST:				
Requested Effective Date of Insurance:	(MM/D	D/YYYY)		
List all Subsidiaries to be included:				
<b>ELIGIBILITY, CONTRIBUTION AND BENEFIT SE</b>	LECTIONS (for ben	efits and plan features, s	ee sold proposal)	
# ELIGIBLE EMPLOYEES:				
ELIGIBLE CLASS(ES):				
Full-Time Permanent				
Part-Time Temporary  Both Seasonal				
HOURS REQUIRED PER WEEK (if no minimum	hours required, pu	ıt "0"):		
	mours required, po	5 /.		
ELIGIBLE DEPENDENTS:				
Spouse				
Domestic Partner				
☐ Children				
☐ Not Offered				
EARLY RETIREES ELIGIBLE:				
│				
ENADLOVED CONTRIBUTION.				
EMPLOYER CONTRIBUTION:				
% \$				
Other:	<del>-</del>			
ANNUAL BENEFIT MAXIMUM BASIS:				
Calendar Year				
Benefit Year:to				
COVERAGE CONTINUATION SELECTIONS:	one of Absonce f	or Usalia	months	
None COBRA Continuation I REPLACEMENT:	_eave of Absence f	or weeks	months	
Will all or part of this policy replace similar co	verage? \ No \	7 Ves		
			Termination Date	•
If yes, please list: Insurer:	rior plan?	No DVes		·

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### AGREEMENT (This form must be signed)

The Participating Employer and Globe Life And Accident Insurance Company ("We", "Us" or "Our") agree that:

The **APPLICATION** signed by the Trustee will form the basis for and become part of any policy issued. This **APPLICATION** should form the basis for and become part of any coverage issued to your Insureds. The effective date of the insurance is subject to approval of this application by Globe Life And Accident Insurance Company. The request to participate in the Policy issued to the Trust does not make the Participating Employer a Policyholder. If the applicant is accepted as a Participating Employer, it will receive a copy of the Certificate(s) to be issued for delivery to Insureds.

#### **PREMIUM RATES** shall:

- 1. be subject to all provisions in that policy; and
- 2. be binding on the Trust, the Participating Employer and Us.

**LIABILITY OF THE COMPANY:** We will have no liability until this request has been approved at Our Administrative Office.

**AUTHORITY OF AGENTS:** No agent can change the terms of this request or any policy We issue. No agent can waive any of Our rights or requirements or extend the time for any premium payments.

**CHANGES AND CORRECTIONS:** The acceptance of any policy issued on this request shall constitute ratification of any correction or amendment made by Us. Changes are an amendment to and form a part of the original request and any policy issued.

**ELECTRONIC COMMUNICATION:** An applicant that affirmatively consents to receive electronic communications has the right to obtain, at no additional cost, written communications in paper or other non-electronic form. An applicant may request non-electronic communications and/or withdraw consent to receive electronic communications through mail or verbally at any time. Consent may be withdrawn from specific transactions or identified categories or written communication. The Company does not impose any conditions for withdrawing consent. An applicant is responsible for accessing, opening, and reading policy documents. In order to receive and view electronic communications from Us, an applicant must have access to the Internet, a valid email address, and a software program for reading PDFs. The Company will notify the applicant in advance should the requirements to access or retain electronic records change. By indicating consent below, an applicant confirms it can access, view and retain electronic communications in the manner described above. An applicant who cannot access or read any policy document, or who wishes to correct or change the applicant's email address, should contact Us.

Does the applicant agree to receive electronic communication	s? Yes No
Email address for electronic communications:	
Please identify withdrawal of consent for electronic communi	cations from specific transactions or categories, if any:
THE POLICY PROVIDES LIMITED BENEFITS. BENEFITS	O COVER ALL MEDICAL EXPENSES. THE POLICY
<b>AUTHORIZATION AND ACKNOWLEDGMENT</b> I certify that the above information is true and correct to the	best of my knowledge and belief.
Please continue to read below for special notices required by	state law.
Participating Employer (full legal name):	
Date Signed	(MM/DD/YYYY)
Dated at	(City/State)

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Signature of Authorized Person:	Print Name:	Print Title:
Signature of Licensed Resident Agent:	Agent Name and License Number:	Agent Address (Including Zip Code):

#### **FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

**Alaska:** A person who knowingly and with intent to injure, defraud or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

**Arizona:** Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Massachusetts, Rhode Island and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** For your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder

or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Kansas: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any act material thereto may be guilty of fraud as determined by a court of law, and may be subject to criminal and civil penalties.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Hampshire:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or

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misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Oregon:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents

false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

**Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**Virginia:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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## New Case Information Form - submit to: <u>GLBImplementation@Globe.Life</u>

Globe Life Benefits 3700 S Stonebridge Dr McKinney, TX 75070 GLBImplementation@Globe.Life SECTION 1: GENERAL INFORM.	☐ Signed Group A ☐ Signed Proposa ☐ Employee enrol	ts (please include with application for each pro Il for each product Ilment	-	on):	
Full legal name of Employer:				Renewal	Month:
Nature of business:				NAICS/SIC C	
Situs State: Do	you have eligible employee	es residing outside of the	Situs State?		
If yes, please list the state(s) and nu		_			
State: # EEs:	State:	# EEs:		State:	# EEs:
<b>SECTION 2 : GROUP CONTACT</b>	INFORMATION				
Contact Name:			Title:		
Email:				Phone:	
Is Contact Address the same as the	one shown on the Group /	Application?  Yes	No - If No, plea	se complete addre	ess info below:
Address:		City:		State:	Zip:
Please check here if this addres	s should be used for <u>all</u> gro	oup correspondence in lie	eu of the group a	address on the Gro	oup Application
SECTION 3: ELIGIBILITY AND E	FFECTIVE DATES				
Open Enrollment Effective Date:  On Policy Effective date/Policy A  Other:	Anniversary				
New Hire Effective Date: (Terminat	ions are processed at the $\epsilon$	end of established covera	age periods)		
☐ First coverage period following D☐ First coverage period following☐ First coverage period of the m☐ Other:	completion of[				
SECTION 4: ENROLLMENT INFO	ORMATION				
Enrollment Start Date:	Enrollment End Dat	:e:	Date enrollmen	nt will be submitte	ed:
Eligibility Contact:	Phone:	Email:			
How will enrollment be submitted:  Spreadsheet enrollment: Is spreadsheet enrollment enrollment.	f Payroll vendor:				
SECTION 5: BILLING INFORMA	TION				
Is Group Billing Contact the same a	s the <b>Group Contact</b> in <b>Sec</b>	tion 2? Yes No	- If No, please co	mplete address ir	nfo below:
Billing Contact Name:			Title:		
Email:				Phone:	
Address:		City:		State:	Zip:
Premium Administrator (NOTE: AP	PROVAL IS REQUIRED to est	tablish a Premium TPA as	the billing conta	ict)*	
Is a Premium Administrator involved	d in collection and remittan	ce of premium on behalf	of the Employer?	? No Yes	
If Yes, Have you attached a Premiur Premium TPA Contact:		Yes No   Premium Phone:	Email:		
Requested Billing Type (check appr	ropriate boxes):	Grace Period:			PDF Excel
Bill Type: List bill Self-Reporte		Frequency: Monthly			
*If Pay Cycle, coverage periods wil Pay Frequency: Monthly-12 Initial Coverage Period Start Date: _ (If group will have multiple pay period) Name of COBRA administrator (if CO	Semi-Monthly- 24 Bi-W /Day: Init ods, please attach a list of b	Veekly -26 Weekly-52 tial Coverage Period End I	Date:/Day	r:	



## **Proposal Acceptance**

Group Name:	
Proposal Date:	
	ou wish to offer your group and sign and date below to indicate acceptance of the sign(s) & rates in the proposal referenced above:
. •	w confirms acceptance of the benefits and rates in the attached proposal and at for Globe to proceed with implementation of my group.
	gree that benefits and rates are subject to the provisions in the policy and that ty until the Group Application has been approved at our Administrative Office.
Print Name	
Title	
Signature	
Date	

### PREMIUM COLLECTION AGREEMENT

This P	remium Colle	ection Agreer	nent (the " <b>Agree</b> r	nent") is ente	red into e	ffective as	of the date
last	written	below	("Effective	Date"),	by	and	between
					(the "A	dministra	ator"), and
				the "Employe	er"). Each	of Admir	iistrator and
Emplo	yer may be re	ferred to here	ein as "Party" and	l collectively a	as the "Pa	rties."	

WHEREAS, Employer authorizes Administrator to serve as its premium collection administrator for purposes of handling all billing, collection and remittance of premiums on the behalf of Employer in connection with certain insurance policies/certificates issued to the employees of Employer by Globe Life And Accident Insurance Company ("Insurer"), and Administrator agrees to serve in the capacity of premium collection administrator with respect to the aforementioned insurance policies/certificates.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises set forth below, Employer and Administrator agree as follows:

- 1. <u>Authorization</u>. Employer designates Administrator as Employer's agent for all matters relating to the receipt of premium billings from and payment of premiums to Insurer in connection with the insurance policies/certificates issued by Insurer to Employer and its employees. Employer authorizes Insurer to recognize Administrator as Employer's agent and to send all premium billings to Administrator on a schedule agreed to by the Parties and Insurer.
- 2. <u>Compliance</u>. Administrator shall comply with all applicable federal and state laws and regulations relative to the performance of its duties and responsibilities hereunder.
- 3. <u>Premium Collection Duties and Responsibilities</u>. Administrator shall have the following duties and responsibilities:
  - a. Administrator shall submit timely premium billings to policy/certificate holders.
  - b. Administrator shall hold all premiums collected in a fiduciary capacity, established in a federally insured financial institution for payment to Insurer. Upon receipt of premium due Insurer, Administrator shall promptly deposit (and, in any event, within seventy-two (72) hours of receipt) funds in the fiduciary account. The funds shall remain there until distributed to Insurer.
  - c. Administrator shall remit all premiums due to Insurer within five (5) business days of receipt from policy/certificate holders. Payment of the premium shall be accompanied by complete and accurate records to substantiate the payment in such form and detail as may be prescribed by Insurer.
  - d. Administrator shall deliver any premium refunds or other payments to policy/certificate holders within five (5) business days of receipt of same from Insurer.

- e. Administrator shall maintain adequate records of all transactions under this Agreement and it shall maintain any separate accounts required by state law. Administrator may not commingle premiums received under this Agreement with funds in its general account.
- f. Administrator shall provide various accounting and reporting, via electronic transmission, of files in a format mutually agreed upon by Employer and Administrator, including but not limited to, premium collected, remitted and refunded and any other reports deemed necessary by Employer to comply with all applicable state requirements.
- g. Employer or its representatives shall have the right, at its sole expense, upon advance written notice to the Administrator and during normal work hours, to audit or review the Administrator's records, procedures and files on insurance policies and attached riders and any other related financial records or other documents prepared hereunder, provided that such audit or review does not interfere with the normal operation of the Administrator. This service agreement and all records and files pertaining thereto shall be maintained during the term of this agreement and for ten years thereafter.
- h. The Administrator agrees to permit Employer or its agents or attorneys, at its sole expense, upon advance written notice to the Administrator and during normal working hours, to conduct an internal audit to determine whether the Administrator is in compliance with obligations, duties and responsibilities as set forth in this agreement.
- i. If the Administrator is delinquent in either accounting for or paying monies due to the Insurer, then the Employer may, by written notice to the Administrator, suspend or modify any of the provisions of this Agreement or immediately terminate this Agreement.
- j. Administrator shall not assign its interest or delegate its duties under this Agreement without the prior express written consent of the Employer.
- 4. <u>Indemnification</u>. Administrator shall and hereby agrees to indemnify, defend, and hold Insurer, its successors and assigns harmless, against and in respect of any and all liabilities, losses, claims, demand, damages, losses, suits, proceedings, fines, penalties, costs, and expenses, including, but not limited to, reasonable attorney's fees, resulting from or arising out of Administrator's acts, errors or omissions, and those acts of its officers, directors, employees, or agents in the performance of Administrator's obligations under this Agreement.
- 5. <u>Termination</u>. This Agreement shall terminate upon the occurrence of the earliest of any of the following: (a) mutual agreement of the Parties; (b) thirty (30) days prior written notice by either Party to the other Party; (c) Administrator's mishandling of premium funds, embezzlement of funds or other violation of relevant statutes or regulations; (d) Insurer ceases to insure any employees of Employer; or (e) the bankruptcy, liquidation or cessation of business of or by any of the Parties.

Upon the termination of this Agreement, Administrator shall promptly provide Employer with all information and support needed for Employer to continue to process its business.

### 6. Confidentiality.

- a. As used herein, "Confidential Information" means the Employer's confidential, proprietary or trade secret information, including, but not limited to, underwriting criteria and guidelines, product information procedures and processes, studies, reports, compensation arrangements, and any other data or information developed by the Employer and provided to the Administrator or which is subject to protection under any federal or state privacy law. Notwithstanding the foregoing, except with respect to Personal Information, Confidential Information will not include information that: (i) is in the public domain prior to disclosure by the disclosing Party; (ii) becomes part of the public domain other than as a result of a breach of this Agreement by the receiving Party; (iii) is lawfully in the receiving Party's possession prior to disclosure by the disclosing Party; (iv) is independently developed by the receiving Party with no reference to the disclosed Confidential Information; or (v) is obtained or was previously obtained by the receiving Party from a third person who was not prohibited from transmitting the information by a contractual, legal or fiduciary obligation to the disclosing Party.
- b. The receiving Party shall maintain the confidentiality of the Confidential Information, shall use it only for purposes of this Agreement, and shall not disclose it to any other person except to employees, agents and other representatives who need to know such Confidential Information to further the objectives of this Agreement.
- c. The receiving Party will use the same care and discretion to avoid disclosure, publication or dissemination of the disclosing Party's Confidential Information as the receiving Party uses with its own Confidential Information of like character that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). The Parties will inform their respective employees and representatives receiving the other Party's Confidential Information of the confidential nature of the information and cause all such employees and representatives to abide by the terms of this Agreement.
- d. In the event that the receiving Party becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body or regulatory authority) to disclose the disclosing Party's Confidential Information, the receiving Party shall give prompt written notice to the disclosing Party and cooperate with the disclosing Party so that an appropriate protective order or other relief may be sought.
- e. The Parties agree that money damages are not sufficient as a remedy for any breach of this Section 6, and that, in addition to all other remedies, each Party will be entitled, as a matter of right and without the need to prove irreparable injury, to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.
- f. At a Party's request, and/or upon expiration or termination of this Agreement, the other Party will return, or certify the destruction of, all of the requesting Party's Confidential Information in Administrator's possession or control, as requested by the requesting Party.
- 7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision. No assignment of this Agreement shall be valid without the prior written consent of the Employer. No waiver, amendment or modification of this Agreement shall be effective unless it shall be in writing and signed by both Parties. If any provision of

this Agreement is found to be invalid or unenforceable by a governmental authority or court of law, all the other provisions of this Agreement will remain valid and enforceable as if this Agreement did not contain the invalid or unenforceable provision.

IN WITNESS WHEREOF, authorized officers of the Parties hereto have signed this Agreement as of the Effective Date.

EMPLOYER	ADMINISTRATOR	
Legal Name:	Legal Name:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Data	





regularly scheduled payment date.

## **Electronic-Funds Transfer Authorization Form (ACH)**

I am returning this authorization to Pathian Administrators, authorizing Pathian Administrators and the financial institution named below to initiate entries to my checking/savings account. This authority will remain in effect until I notify Pathian in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution (7) days before my account is charged.

## Please return this completed form and a copy of a voided check to:

# Pathian Administrators 32110 Agoura Road, Westlake Village, CA 91361 or inshore@pathianadministrators.com

I. CLIENT IN	FORMATION	
	Contact Ph	one #:
	State:	Zip:
2. FINANCIAL INSTITUTE  the name/address of the bank and o	UTION INFORM	MATION The ments to be withdrawn from
	Bran	·
State	:	Zip:
Signature (x):  (This is your authorization for Po	athian Administrators	s to withdraw funds from your account)
Checking 🗆 Savings		from your bank account will occur on the ach month for which the premium is due.
	second I: symbol a	account number can be found between the nd the    symbol. Do not include the check to the right of the    symbol.
] ]	State  Signature (x):  (This is your authorization for Polyanian Code is the 9-digit number on The routing code appears between	State:  2. FINANCIAL INSTITUTION INFORM the name/address of the bank and account you wish pay  Bran  State:  Signature (x):  (This is your authorization for Pathian Administrators  Checking Savings  Note: Withdrawals 1st working day of eactions of the 9-digit number on the routing code appears between an umber (the digits in number (the digits in num

Phone: (800) 786-6525 | Fax: (818) 960-0141 | Email: inshore@pathianadministrators.com | Website: inshorebenefits.com