

The following section applies only to those persons  
who are eligible for and have enrolled in the  
Group Term Life Plan

## **Group Term Life by American General® Insurance Certificate**

INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND D/B/A LOUISIANA ASSESSORS'  
ASSOCIATION  
0576T1  
Class 6

If you have any questions regarding your group insurance plan, please send your correspondence to:

American General Life Companies Benefit Solutions  
PO Box 30066  
Tampa, FL 33630-3066

Policy issued by:

**American General Life Insurance Company of Delaware**

Wilmington, Delaware

Policy Form Numbers C22438, G-DEN-42000, G-DIS-41000, G-LAD-40000, GCA60001-FL-1006, GCI50001, N20000, N20001, N20005, N20009, N20010

**The United States Life Insurance Company in the City of New York**

New York, New York

Policy Form Numbers G-19000, C22553NY, G-DEN-32000, G-DIS-31000, G-LAD-30000, G-L-60000, C11960NY, C11657, GCI50001-NY-0605

American General Life Companies, [www.americangeneral.com](http://www.americangeneral.com), is the marketing name for the insurance companies and affiliates comprising the domestic life operations of American International Group, Inc., including American General Life Insurance Company of Delaware and The United States Life Insurance Company in the City of New York.

American General Life Companies insurers offer a broad spectrum of life insurance, fixed annuities, accident and health products and worksite benefits to serve the financial and estate planning needs of customers throughout the United States.

The underwriting risks, financial and contractual obligations and support functions associated with products issued by American General Life Insurance Company of Delaware and The United States Life Insurance Company in the City of New York are the issuing insurer's responsibility. The United States Life Insurance Company in the City of New York is authorized to conduct insurance business in New York. Policies are not available in all states.

**AMERICAN GENERAL LIFE INSURANCE  
COMPANY of DELAWARE**  
405 King Street  
WILMINGTON, DELAWARE 19801

*(Herein called the Company)*

**CERTIFICATE OF INSURANCE**

American General Life Insurance Company of Delaware (the *Company*) certifies that certain eligible persons are insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements described in the **ELIGIBILITY** section of this certificate.

**IMPORTANT NOTICE**

This certificate is a summary of the group policy provisions that affect **your** insurance. It is merely evidence of the insurance provided by such policy for INSURANCE COMMITTEE OF THE ASSESSORS' INSURANCE FUND D/B/A LOUISIANA ASSESSORS' ASSOCIATION (the Policyholder).

The group policy is a contract between the *Company* and the Policyholder. It may be changed or ended without notice to or consent of any *insured* person.

This certificate replaces any certificate previously issued by the *Company* to you under the group policy.

The benefits described in this certificate are provided by group policy no. 0576T1.

The *Company* is providing this electronic version of the certificate at the request of the Policyholder. The Policyholder maintains the group policy, which includes a copy of the certificate. The group policy is available for you to review and copy. If there is any conflict between the information in this electronic version of the certificate and the group policy, the group policy will control in all respects.

**PLEASE READ THIS LIFE INSURANCE CERTIFICATE CAREFULLY**

**NOTICE OF POSSIBLE TAX CONSEQUENCES**

Please be advised that receipt of Accelerated Benefits described may be taxable. Any person who receives Accelerated Benefits should consult their personal tax advisor.

**THIS CERTIFICATE MAY BE RETURNED WITHIN TEN DAYS OF RECEIPT IF THE INSURED IS NOT SATISFIED WITH IT FOR ANY REASON. UPON RETURN OF THIS CERTIFICATE, THE PREMIUM WILL BE REFUNDED AND IT WILL BE NULL AND VOID AS OF THE POLICY EFFECTIVE DATE.**

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**SCHEDULE OF BENEFITS**

**Eligible Class(es):**

Class 6 - All persons as defined in the **ELIGIBLE CLASSES** provision of the **ELIGIBILITY** section

**Policy Effective Date:** January 1, 2011

**Policy Anniversary Date:** January 1, 2012, and each subsequent January 1

**Waiting Period:**

Present Eligible Persons.....NONE

Future Eligible Persons.....NONE

**LIFE INSURANCE**

**Life Insurance**

Life Insurance Benefit Amount.....The amount in force under the Prior Plan on December 31, 2010

Life Insurance Maximum.....The amount in force under the Prior Plan on December 31, 2010

Guaranteed Issue Amount.....The amount in force under the Prior Plan on December 31, 2010

**Life Insurance Reduction Schedule**

On the day the insured person attains age 70, his or her amount of life insurance will be reduced to the lesser of 50%; or an amount not to exceed \$100,000

**GUARANTEED ISSUE AMOUNT** means the amount of insurance that will be issued to an Insured Person without Evidence of Insurability. The Guaranteed Issue Amount for an Insured Person's Life Insurance is shown in the Schedule. For amounts in excess of the Guaranteed Issue Amount, Evidence of Insurability satisfactory to the *Company* may be provided at the Insured's expense.

**IMMEDIATE FAMILY MEMBER** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally adopted, stepchild, or foster child), aunt, uncle, niece, nephew, or grandchild.

**INSURED** means a person who is a member of an Eligible Class for whom premium has been paid while covered under the Policy.

**INSURED PERSON** means the Insured.

**PRIOR PLAN** means the Group Life Insurance carried by the Policyholder on the day before the Policy Effective Date.

**SCHEDULE** means the Schedule of Benefits section of the Policy.

## **Section II**

## **ELIGIBILITY**

### **Eligible Classes**

6. All persons as who were insured by the Policyholder as Retirees on December 31, 2010.

### **Section III**

### **DATE INSURANCE ENDS**

**Insured's Termination Date.** An Insured's coverage under the Policy will end on the earliest of the following dates:

1. the premium due date, if premiums are not paid when due (subject to the grace period);
2. the date the Insured ceases to be a member of an Eligible Class;
3. the date the Policy terminates; or
4. the date the Insured notifies the *Company* in writing to discontinue his or her coverage.

## Section IV

## BENEFITS

### LIFE INSURANCE

**Death Benefit.** Upon receipt of due proof of death, the *Company* will pay the Life Insurance Benefit Amount(s) in force on the Insured's life at the time of his or her death, in accordance with the terms of the Policy, to the Beneficiary designated. In no event will the total amount of Life Insurance in force for an Insured exceed the Life Insurance Maximum shown in the Schedule.

**Reduction Schedule.** The Life Insurance Benefit Amount(s) payable with respect to an Insured Person will be reduced to the Percentage of Scheduled Benefit when the Insured Person attains the ages shown in the Schedule.

These reductions will also apply to any insurance that is extended in accordance with the Extension of Life Insurance provision in this Policy. Any decrease in the amount of insurance due to age will take place on the Insured Person's birthday.

"Age" as used above refers to the age of the Insured Person on his or her most recent birthday, regardless of the actual time of birth.

"Scheduled Benefit" as used above refers to the applicable benefit amount shown in the Schedule that would otherwise be payable in the absence of any benefit reduction.

**Physical Exam.** The *Company* will have the right to have a Physician of its choice examine the Insured to establish any disability. The *Company* will pay for the exam. The Insured may be examined as often as reasonably necessary during the period of disability, but not more than once a year after he or she has been disabled for two years.

**Conversion After Extension.** When any applicable extension of benefits described in this section ends, the Insured may convert his or her coverage to an individual insurance policy, provided the Insured is Entitled to Convert as described in the Conversion Privilege provision.

### Conversion Privilege

The Insured may convert his or her Life Insurance under the Policy to an individual policy if such insurance, or any portion of it, ends, provided the Insured is Entitled to Convert and, within 31 days after such insurance ends the Insured:

1. applies in writing to the *Company* at P.O. Box 30066, Tampa, Florida 33630-3066; and
2. pays the first premium.

**Evidence of Insurability.** No Evidence of Insurability will be required if the Insured converts to an individual policy under this Conversion Privilege.

**Entitled to Convert.** The Insured is Entitled to Convert his or her Life Insurance only if:

1. the Insured ceases to be a member of an Eligible Class as described in the Eligible Class(es) section of the Schedule;
2. the Policy terminates, provided the Insured has been covered under the Policy for at least five consecutive years immediately preceding such termination;

## Section IV

## BENEFITS

3. the Policy is amended to terminate the Eligible Class to which the Insured belongs, provided he or she has been covered under the Policy for at least five consecutive years immediately preceding such termination.

In no event will the Insured be Entitled to Convert if his or her coverage under the Policy ceases due to non-payment of the required premium.

**Amount of Converted Life Insurance.** If the Insured's coverage terminates because he or she is no longer a member of an Eligible Class, the amount of Life Insurance that he or she will be eligible to convert will not be more than the amount of Life Insurance that is lost under the Policy.

If the Insured's Life Insurance ends because the Policy is amended to terminate the Eligible Class to which he or she belongs, or if the Policy terminates, the amount of Life Insurance under the converted life policy will be the lesser of: (a) the amount of Life Insurance in force under the Policy at the time insurance ends, less any amount for which the Insured becomes eligible under this or any other group life policy during the 31-day conversion period; or (b) \$10,000.

**Type of Policy.** The individual policy will be the *Company's* current offering and will be on a form customarily issued by the *Company*. However, such policy may not be term insurance. No disability or other supplemental benefits will be covered under the policy. The individual policy will go into effect at the end of the period during which the Insured is eligible to convert.

If the individual policy contains a provision which restricts the time within which benefits would be payable as a result of suicide, or restricts the time within which coverage under the policy can be contested, such time periods will be deemed to have begun at the time the Insured was first covered under the Policy.

The premium will be based on the *Company's* rates for the individual policy form, the benefit amount, age and the class of risk to which the Insured belongs at the time insurance ends. To continue insurance under the individual policy, the premium must continue to be paid as required under the terms of the individual policy.

**Death During the Conversion Period.** If the Insured dies within the 31-day conversion period, the *Company* will pay a death benefit equal to the maximum amount the Insured could have otherwise converted.

**Notice of Conversion Right.** Notice of the Insured's right to convert to an individual policy will be presented to the Insured or delivered to the Insured's last known address within 15 days from the date his or her coverage ends. If notice is not given within this 15-day period, the 31-day conversion period will be extended by 15 days after the date notice is given. However, in no event will the conversion period be extended for more than 60 days after the expiration date of the initial 31-day conversion period.

### Portability

In lieu of the Conversion Privilege stated above, if the Insured ceases to be a member of an Eligible Class for any reason other than retirement, the Insured may elect to convert his/her Life Insurance to another Group Policy offered by the *Company* or an affiliate of the *Company* provided he or she has not attained age 70. The Insured must: (a) make such election within 31 days of termination of eligibility, and (b) agree to pay the entire premium for such coverage.

This coverage will be subject to all of the provisions and limitations of the Portability Policy, including reductions for age or termination at age 70. Premium rates for coverage under the Portability Policy will be based on the Insured's age, sex and smoking status at the time of election of this option and at renewal. Coverage provided under this provision will end when the Portability Policy terminates but will continue through the last period for which premiums have been paid. Premiums for this coverage will be billed directly to the Insured on a quarterly, semi-annual or annual basis, as elected by the Insured.

## Section IV

## BENEFITS

The Portability Policy will contain a right to convert the Insured's coverage to an individual policy offered by American General Life Insurance Company of Delaware or an affiliate of the *Company*.

### Accelerated Life Insurance Benefit

If elected by the Insured, and subject to approval by the *Company*, a portion of the Insured's Life Insurance benefit may be paid before his or her death. To qualify for this benefit, the Insured must have been diagnosed as being terminally ill while insured under this Policy or must meet the qualifying conditions stated below. The Insured must apply for Accelerated Life Insurance benefits in writing on a form acceptable to the *Company*.

### Qualifying Conditions

To qualify for this benefit, the Insured must: 1) be unable to continuously perform one or more Activities of Daily Living (ADL), without stand by help; 2) have a Cognitive Impairment; or 3) have a terminal illness.

Any activity of daily living the Insured is not able to perform, without stand by help, prior to the effective date of coverage will not be considered for qualifying for this benefit. Any Cognitive Impairments due to, caused by, or contributed by a cognitive condition that began prior to the effective date of coverage will not be considered for qualifying for this benefit.

**Proof of Terminal Illness.** Before payment of benefits under this provision may be made, satisfactory proof must be provided to the *Company* that the Insured's life expectancy is 6 months or less from the date of application for this benefit. Proof of terminal illness must include certification from a Physician. The *Company* reserves the right to obtain a second or third medical opinion at its own expense.

**Proof of other Qualifying Conditions.** Before payment of benefits under this provision may be made, satisfactory proof must be provided to the *Company* that the person meets the qualifying conditions. Proof must be certified by a Physician and in the form that is satisfactory to the *Company*. The *Company* reserves the right to obtain a second or third medical opinion at its own expense.

### Benefit Amount

The maximum benefit the Insured may receive under this provision is the lesser of:

1. 75% of the Insured's Life Insurance benefit shown in the Schedule, less the amount of any benefit already paid under this provision; or
2. \$250,000.

However if the Insured's Life Insurance is scheduled to reduce within 6 months of the date application for this benefit is received by the *Company*, the Accelerated Life Insurance Benefit will be limited to the amount that would be available for accelerated payment after such reduction takes place.

The minimum Accelerated Life Insurance benefit the Insured may receive will be \$1,000. Such benefit will be paid in a lump sum to the Insured, unless an alternate payment arrangement is requested by the Insured in writing and is approved by the *Company*. However, the minimum payment under such installment payment arrangement will be \$500 per payment.

***The receipt of this Accelerated Life Insurance benefit may be taxable. The Insured should seek assistance from a personal tax advisor with respect to receipt of this benefit.. No representations as to any issue of taxation of this benefit are made by the Company.***

## Section IV

## BENEFITS

**Effect on Life Insurance Benefits at Insured's Death.** The Insured's Life Insurance Benefit Amount(s) shown in the Schedule will be reduced by any amount paid under this provision.

**Termination of Accelerated Life Insurance Benefits.** This benefit will terminate on the date the Insured's insurance under the Policy terminates. However, this benefit will continue to be available while the Insured is covered under the Extension of Life Insurance provision of the Policy.

**Payees.** Benefits will be paid in one lump sum to the insured, if living. If not living the *Company* may pay such benefits to the Insured's estate.

The *Company* will not be liable for such payment after it is made.

## Section V

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the *Company* within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the *Company* at P.O. Box 30098, Tampa, Florida 33630-3098, with information sufficient to identify the Insured Person, is deemed notice to the *Company*.

**Claim Forms.** The *Company* will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 31 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured Person's name, Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the *Company* within 90 days after the date of loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the *Company* may reasonably require. Failure to furnish such proof within the time required, will not reduce or deny any benefits if the proof is given as soon as reasonably possible. However, in no event, other than legal incapacity, will proof be given more than one year after the date of loss.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any benefit is payable to the estate of a person, or if any payee is a minor or otherwise not competent to give a valid release for the payment, the *Company* may make an initial payment, up to an amount not exceeding \$5,000, to any relative by blood or connection by marriage of the payee who is deemed by the *Company* to be equitably entitled thereto. Such payment does not discharge the *Company's* liability for any remaining benefits payable under the Policy.

Any payment the *Company* makes in good faith fully discharges the *Company's* liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the *Company's* receipt of due written proof of the loss. Subject to the *Company's* receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the *Company* is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## Section VI

## GENERAL PROVISIONS

**Entire Contract; Changes.** The Policy, the Master Application, and any attached papers make up the entire contract between Policyholder and the *Company*. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the *Company*. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Incontestability.** The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium.

After an Insured Person has been covered under the Policy for two years no statement made by the Insured Person will be used to contest a claim under the Policy. The *Company* can only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the Insured Person's beneficiary.

**Interpretation of the Policy.** This policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

If this policy comprises a part of an employee benefits plan, the *Company* is granted the sole discretionary authority to determine eligibility, make all factual determinations and to construe all terms of this policy. The *Company* has no responsibility or control with respect to any other benefit which may be provided beyond this policy or any other plan of benefits.

**Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policy as shown on the Policyholder's records kept on the Policy.

A legally competent Insured over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing the *Company*, Administrator, or broker or, if agreed upon in advance by the *Company*, the Policyholder with a written request for change. When the request is received by the *Company*, Administrator, or broker or, if agreed upon in advance by the *Company*, the Policyholder, whether the Insured Person is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the *Company* on account of any payment which is made prior to receipt of the request.

If there is no designated beneficiary, or if no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: The Insured's (1) Spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured Person's estate.

**Honoring Beneficiary Information from a Prior Plan.** The Insured's beneficiary should be named on a form acceptable to the *Company*. If not, the *Company* may make all payments to the last person named by the Insured as a beneficiary under a policy that ended before becoming insured under the Policy.

The *Company* may use information from the prior carrier's records to determine any payment made such as:

1. information about the last beneficiary named by the Insured under the Policy, or any other group policy; or
2. information that the Insured named no beneficiary under the Policy, or any other group Policy.

If information shows that no beneficiary was named, the *Company* may make all payment to anyone it selects under the provisions for Payment of Benefits.

**Physical Examination and Autopsy.** The *Company* at its own expense shall have the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy as often as it may reasonably require during the review of the claim, and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the *Company* of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the *Company* to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity with State Statutes.** Any provision of the Policy which, as of its Policy Effective Date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** A purely clerical error, which arises from other than a failure to perform administrative duties hereunder, whether by the Policyholder or the *Company*, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided in the Policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insured Persons of procedural requirements.

**Assignment.** The Policy is non-assignable. An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her beneficiary. The *Company* is not bound by an assignment until the *Company* receives and files a signed copy. The *Company* is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

**Misstatement of Facts.** If the material facts, including age, of the Insured Person were not accurate in the application to the Policy:

1. a fair adjustment of premium will be made; and
2. the true facts, including true age, will decide whether and in what amount of insurance is in force under the Policy.

**Facility of Payment.** If an individual appears to the *Company* to be equitably entitled to compensation because he or she has incurred expenses on behalf of an Insured Person or for burial or funeral expenses, the *Company* may deduct from the amount payable under the Policy to be paid to such individual the expenses incurred, but not more than \$2,000. Such payment will not exceed the amount due under the Policy.

**Settlement Options.** The Insured may elect to have all or any part of his or her Life Insurance Benefit Amount(s) paid to his or her beneficiary in installments or in any other way that may be agreed to by the *Company*. The Insured must give notice in writing to elect a settlement option. The Insured will have the right to change the election at any time. The terms of payment will be in accordance with those offered by the *Company* for the insurance at the time election is made.

## Section VI

## GENERAL PROVISIONS

After the Insured's death, the beneficiary:

1. may make such an election, if the Insured had not done so; and
2. may name a person(s) to receive any amount which would otherwise go to the beneficiary's estate; and
3. will have the right to change the person(s) named in accordance with 2. above.

**Interest on Death Benefits Payable in a Lump Sum.** Interest on Life Insurance Benefit Amount(s) paid in a lump sum for the loss of life of the Insured Person shall be paid to the Insured Person's beneficiary. Such interest shall be computed daily at the rate of interest currently payable by the *Company* on proceeds left under the interest settlement option, from the date of death of the Insured Person to the date of payment. Such amount shall be added to and be a part of the total Life Insurance Benefit Amount(s) paid for loss of life.

**Agency.** For the purposes of the Policy, the Policyholder acts on its own behalf or as the agent of the Insured Person. Under no circumstances will the Policyholder be deemed the agent of the *Company* without written authorization.

**Summary of the Louisiana Life and Health  
Insurance Guaranty Association Law and  
Notice Concerning Coverage  
Limitations and Exclusions**

Residents of Louisiana who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Louisiana Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through the Guaranty Association is limited. As noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

**Disclaimer**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. *COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.* Even if coverage is provided, there are significant limits and exclusions. Coverage is always conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

**LLHIGA**

P.O. Drawer 44126  
Baton Rouge, LA 70804

**Department of Insurance**

P.O. Box 94214  
Baton Rouge, LA 70804-9214

The state law that provides for this safety-net is called the Louisiana Life and Health Insurance Guaranty Association Law. The following is a brief summary of the Law's coverage, exclusions and limits. This summary does not cover all provisions of the Law; nor does it in any way change any person's rights or obligations under the Law or the rights or obligations of the Guaranty Association.

**COVERAGE**

Generally, individuals will be protected by the Louisiana Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are not protected by this association, if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contract holder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contract holders, not individuals), unless qualified under 403(b) of the Internal Revenue Code, except that, even if qualified under 403(b), unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered;
- (8) any obligation that does not arise under the express written terms of the policy or contract;
- (9) any policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to Medicare Part C or Part D coverage.

Other exclusions may also be applicable depending upon the issuing insurer, the policy itself, the policyholder or policy owner, or other factors. For more information, see the Louisiana Life and Health Insurance Guaranty Law, Louisiana Revised Statutes R.S. 22:2081 *et seq.*

## **LIMITS ON AMOUNT OF COVERAGE**

The act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$500,000 no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$500,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$500,000 in health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage.