## **EXHIBIT 1**



### 2018 Major Medical Expense Policy



Ambetter.SuperiorHealthPlan.com

Notice: Premium may be increased upon the renewal date.

## CELTIC INSURANCE COMPANY FOR AMBETTER FROM SUPERIOR HEALTHPLAN

### **Major Medical Expense Policy**

THIS MAJOR MEDICAL EXPENSE POLICY (CONTRACT) IS ISSUED TO YOU, WHO HAVE ENROLLED IN

#### CELTIC INSURANCE COMPANY FOR AMBETTER FROM SUPERIOR HEALTHPLAN

HEALTH BENEFIT PLAN. YOU AGREE TO ADHERE TO THESE PROVISIONS FOR COVERED HEALTH SERVICES BY COMPLETING THE ENROLLMENT FORM, PAYING THE APPLICABLE PREMIUM AND ACCEPTING THIS CONTRACT. THIS DOCUMENT DESCRIBES YOUR RIGHTS AND RESPONSIBILITIES IN RELATION TO YOUR COVERED HEALTH SERVICES AND BENEFITS.

Celtic Insurance Company 77 West Wacker Drive, Suite 1200 Chicago, IL 60601 877-687-1196

#### **IMPORTANT NOTICES:**

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY OR CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the company.

#### **IMPORTANT NOTICE**

#### **AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de

Ambetter from Superior HealthPlan's para obtener

To obtain information or make a complaint:

You may call Ambetter from Superior HealthPlan's toll-free telephone number for information or to make a complaint at:

1-877-687-1196

1-877-687-1196

You may also write to us at:

5900 E. Ben White Blvd. Austin, Texas 78741

Usted también puede escribir a Superior:

información o para presentar una queja al:

5900 E. Ben White Blvd. Austin, Texas 78741

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

YOU may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104 FAX: (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104 FAX: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**DISPUTAS** POR **PRIMAS** DE **SEGUROS** RECLAMACIONES: Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Celtic Insurance Company

Major Medical Expense Policy

In this Major Medical Expense Policy (*contract*), the terms "*you*", "*your*" or "yours" will refer to the *enrollee* named on the *Schedule of Benefits*. The terms "*we*," "*our*," or "*us*" will refer to Celtic Insurance Company or Ambetter from Superior Health Plan.

#### AGREEMENT AND CONSIDERATION

In consideration of *your* application and the timely payment of the premium *we* will provide benefits to *you*, the *enrollee*, for covered *Healthcare Services* as outlined in this *contract*. Benefits are subject to *contract* definitions, provisions, limitations and exclusions.

# Pages 5-81 Omitted

### **GENERAL PROVISIONS**

#### **Entire Contract**

This *contract*, with the application is the entire contract between *you* and *us*. No agent may:

- 1. Change this *contract*;
- 2. Waive any of the provisions of this *contract*;
- 3. Extend the time for payment of premiums; or
- 4. Waive any of *our* rights or requirements.

#### Non-Waiver

If we or you fail to enforce or to insist on strict compliance with any of the terms, conditions, limitations or exclusions of the *contract*, that will not be considered a waiver of any rights under the *contract*. A past failure to strictly enforce the *contract* will not be a waiver of any rights in the future, even in the same situation or set of facts.

#### Rescissions

No misrepresentation of fact made regarding an *enrollee* during the application process that relates to insurability will be used to void/rescind the coverage or deny a claim unless:

- 1. The misrepresented fact is contained in a written application, including amendments, signed by an *enrollee*;
- 2. A copy of the application, and any amendments, has been furnished to the *enrollee(s)* or to the *enrollee's* personal representative; and
- 3. The misrepresentation of fact was intentionally made and material to *our* determination to issue coverage to any *enrollee*. An *enrollee's* coverage will be voided/rescinded and claims denied if that person performs an act or practice that constitutes fraud. "Rescind" has a retroactive effect and means the coverage was never in effect.

#### Repayment for Fraud, Misrepresentation or False Information

During the first two years an *enrollee* is covered under the *contract*, if an *enrollee* commits fraud, misrepresentation or knowingly provides false information relating to the eligibility of any *enrollee* under this *contract* or in filing a claim for *contract* benefits, *we* have the right to demand that *enrollee* pay back to *us* all benefits that *we* provided or paid during the time the *enrollee* was covered under the *contract*.

#### **Conformity with State Laws**

Any part of this *contract* in conflict with the laws of Texas on this *contract's effective date* or on any premium due date is changed to conform to the minimum requirements of Texas state law.

#### **Conditions Prior To Legal Action**

Legal Actions: An action at law or in equity may not be brought to recover on this policy before the 61st day after the date written proof of loss has been provided in accordance with the requirements of this policy. An action at law or in equity may not be brought after the expiration of three years after the time written proof of loss is required to be provided.

On occasion, we may have a disagreement related to coverage, benefits, premiums, or other provisions under this *contract*. Litigation is an expensive and time-consuming way to resolve these disagreements and should be the last resort in a resolution process. Therefore, with a view to avoiding litigation, *you* must give written notice to *us* of *your* intent to sue *us* as a condition prior to bringing any legal action. *Your* notice must:

1. Identify the coverage, benefit, premium, or other disagreement;

- 2. Refer to the specific *contract* provision(s) at issue; and
- 3. Include all relevant facts and information that support *your* position.

Unless prohibited by law, *you* agree that *you* waive any action for statutory or common law extracontractual or punitive damages that *you* may have if the specified contractual claims are paid, or the issues giving rise to the disagreement are resolved or corrected, within 30 days after *we* receive *your* notice of intention to sue *us*.

#### Time Limit on Certain Defenses:

- (a) After the second anniversary of the date this policy is issued, a misstatement, other than a fraudulent misstatement, made by the applicant in the application for the policy may not be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) beginning after that anniversary.
- (b) A claim for loss incurred or disability (as defined in the policy) beginning after the second anniversary of the date this policy is issued may not be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed before the effective date of coverage of this policy.



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#### Statement of Non-Discrimination

Ambetter from Superior HealthPlan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Ambetter from Superior HealthPlan does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Ambetter from Superior HealthPlan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Ambetter from Superior HealthPlan at 1-877-687-1196 (Relay Texas/TTY: 1-800-735-2989).

If you believe that Ambetter from Superior HealthPlan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Superior HealthPlan Appeal Department, 5900 E. Ben White Blvd, Austin, TX 78741, 1-877-687-1196 (Relay Texas/TTY: 1-800-735-2989), Fax 1-866-683-5369. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Ambetter from Superior HealthPlan is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a>.

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#### Declaración de no discriminación

Ambetter de Superior HealthPlan cumple con las leyes de derechos civiles federales aplicables y no discrimina basándose en la raza, color, origen nacional, edad, discapacidad, o sexo. Ambetter de Superior HealthPlan no excluye personas o las trata de manera diferente debido a su raza, color, origen nacional, edad, discapacidad, o sexo.

#### Ambetter de Superior HealthPlan:

- Proporciona ayuda y servicios gratuitos a las personas con discapacidad para que se comuniquen eficazmente con nosotros, tales como:
  - Intérpretes calificados de lenguaje por señas
  - Información escrita en otros formatos (letra grande, audio, formatos electrónicos accesibles, otros formatos)
- Proporciona servicios de idiomas a las personas cuyo lenguaje primario no es el inglés, tales como:
- Intérpretes calificados
- Información escrita en otros idiomas

Si necesita estos servicios, comuníquese con Ambetter de Superior HealthPlan a 1-877-687-1196 (Relay Texas/TTY: 1-800-735-2989).

Si considera que Ambetter de Superior HealthPlan no le ha proporcionado estos servicios, o en cierto modo le ha discriminado debido a su raza, color, origen nacional, edad, discapacidad o sexo, puede presentar una queja ante: Superior HealthPlan Appeal Department, 5900 E. Ben White Blvd, Austin, TX 78741, 1-877-687-1196 (Relay Texas/TTY: 1-800-735-2989), Fax 1-866-683-5369. Usted puede presentar una queja en persona, por correo, fax, o correo electrónico. Si necesita ayuda para presentar una queja, Ambetter de Superior HealthPlan está disponible para brindarle ayuda. También puede presentar una queja de violación a sus derechos civiles ante la Oficina de derechos civiles del Departamento de Salud y Servicios Humanos de Estados Unidos (U.S. Department of Health and Human Services), en forma electrónica a través del portal de quejas de la Oficina de derechos civiles, disponible en <a href="https://ocrportal.hhs.gov/ocr/portal/lobby.jsf">https://ocrportal.hhs.gov/ocr/portal/lobby.jsf</a>, o por correo o vía telefónica llamando al: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD).

Los formularios de queja están disponibles en <a href="http://www.hhs.gov/ocr/office/file/index.html">http://www.hhs.gov/ocr/office/file/index.html</a>.

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