

SERFF Tracking Number: ANTX-126386049 State: Arkansas
Filing Company: American National Insurance Company State Tracking Number: 44121
Company Tracking Number:
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: AN-GA-P08-AR
Project Name/Number: AN-GA-P08-AR/AN-GA-P08-AR

Filing at a Glance

Company: American National Insurance Company

Product Name: AN-GA-P08-AR SERFF Tr Num: ANTX-126386049 State: Arkansas
TOI: H03G Group Health - Accidental Death & SERFF Status: Closed-Approved- State Tr Num: 44121
Dismemberment Closed
Sub-TOI: H03G.000 Health - Accidental Death Co Tr Num: State Status: Approved-Closed
& Dismemberment
Filing Type: Form Reviewer(s): Rosalind Minor
Author: Sherry Wiegman Disposition Date: 11/19/2009
Date Submitted: 11/18/2009 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: AN-GA-P08-AR Status of Filing in Domicile: Authorized
Project Number: AN-GA-P08-AR Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer
Filing Status Changed: 11/19/2009 Explanation for Other Group Market Type:
State Status Changed: 11/19/2009
Deemer Date: Created By: Sherry Wiegman
Submitted By: Sherry Wiegman Corresponding Filing Tracking Number:
Filing Description:

Enclosed for your review and consideration is a new employer group accident product submission. This is a new submission that does not replace any previously approved product.

The group accident policy (form AN-GA-P08) will be issued to eligible employer groups for accidental death or accidental death & dismemberment coverage. A certificate of coverage (form AN-GA-C08) evidencing coverage under the group policy will be issued to eligible employees. The application (form AN-GA-A08) and enrollment form (form AN-GA-E08) is included for your review.

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The policy includes an accidental death or accidental death and dismemberment benefit for eligible employees. Optional provisions are chosen by the policyholder at the time of application.

Certain wording and benefit amounts reflected in these forms is enclosed within brackets ([]) and may vary according to a specific plan design. The variable material shown in the policy reflects the benefit levels selected and insured specific information. The variable language or amounts on final printed forms will be no more restrictive than that which is reflected in the enclosed forms and within legal requirements.

We trust this information is complete and look forward to receiving your favorable reply. Please contact me should you feel additional information is needed or if I can be of assistance.

Company and Contact

Filing Contact Information

Sherry Wiegman, Sr. Compliance Analyst sherry.wiegman@anico.com
 One Moody Plaza 17th Floor 409-621-7779 [Phone]
 Galveston, TX 77550 409-766-2950 [FAX]

Filing Company Information

American National Insurance Company CoCode: 60739 State of Domicile: Texas
 One Moody Plaza 17th Floor Group Code: 408 Company Type: Health Insurance
 Galveston, TX 77573 Group Name: State ID Number:
 (409) 621-7779 ext. [Phone] FEIN Number: 74-0484030

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National Insurance Company	\$50.00	11/18/2009	32131694

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/19/2009	11/19/2009

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Disposition

Disposition Date: 11/19/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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State: Arkansas

Filing Company: American National Insurance Company

State Tracking Number: 44121

Company Tracking Number:

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Dismemberment

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Project Name/Number: AN-GA-P08-AR/AN-GA-P08-AR

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Group Policy	Approved-Closed	Yes
Form	Group Certificate	Approved-Closed	Yes
Form	Enrollment Form	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes

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Form Schedule

Lead Form Number: AN-GA-P08-AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/19/2009	AN-GA-P08-AR	Policy/Cont	Group Policy ract/Fratern al Certificate	Initial		45.100	AR CATLIN EMPLOYER POLICY.pdf
Approved-Closed 11/19/2009	AN-GA-C08-AR	Certificate	Group Certificate	Initial		45.100	AR CATLIN EMPLOYER CERTIFICAT E.pdf
Approved-Closed 11/19/2009	AN-GA-E08-AR	Application/Enrollment	Form Enrollment Form	Initial		45.100	AR CATLIN EMPLOYEE ENR FORM.pdf
Approved-Closed 11/19/2009	AN-GA-A08-AR	Application/Enrollment	Application Enrollment Form	Initial		45.100	AR CATLIN EMPLOYER APPLICATIO N.pdf

American National Insurance Company

One Moody Plaza, Galveston, Texas 77550-7999
A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER: [ABC Company, Inc.]
POLICY NUMBER: [Specimen]
POLICY EFFECTIVE DATE: [January 1, 2008]
POLICY ANNIVERSARY DATE: [January 1]
STATE OF ISSUE: [Arkansas](#)

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy. This Policy is non-participating.

This Policy is a legal contract between the Policyholder and the Company. We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.**

**THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.**



Secretary



President

Countersigned _____
Where Required By Law

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[SCHEDULE OF COVERED AFFILIATES

The following affiliates are covered under this Policy on the effective dates listed below.

AFFILIATE NAME	LOCATION	EFFECTIVE DATE
[ABC Company]	[city, state]	[January 1, 2001]

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.

Effective Date Policyholder:	[January 1, 2010]
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[Minimum Participation Requirements	Percentage [0% - 100%] of eligible Employees
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[Covered Classes

Class 1	All active Full-time Employees of the Policyholder.
Class 2	All active Employee's working 30 or more hours.]

[Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage. [It will be extended by the number of days the Employee is absent from scheduled work.]

For Employees hired [31 days or more] before the Policy Effective Date:	[No Waiting Period – 365] days
For Employees hired [less than 31 days before or] after the Policy Effective Date:	[No Waiting Period – 365] days]

[Time Period for Loss

Any Covered Loss must occur within:	[90 – 365] days of the Covered Accident]
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This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each [Employee][Covered Person] unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

[ACCIDENTAL DEATH BENEFIT

[Employee Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Spouse Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Dependent Child(ren) Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]

[Age Reductions

[A Covered Person's][An Employee's] Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
70 but less than 75	[0 - 85%]
75 but less than 80	[0 - 85%]
80 but less than 85	[0 - 85%]
85 or over	[0 - 85%]

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse's Principal Sum will reduce based on the Age of the covered Employee.]]

[Aggregate Limit of Liability

Each Covered [Aircraft] Accident	[\$500,000 - \$50,000,000] for all Covered Persons
Applies to:	[Accidental Death and Dismemberment Benefits] [Accidental Death Benefits] [All coverage and benefits provided by this Policy]

If this aggregate amount does not allow all Covered Persons to be paid the amounts the specified benefits otherwise provide, the amount paid for each Covered Person is the proportion each Loss bears to the Aggregate Limit of Liability. [Covered Aircraft Accident means a Covered Accident involving a scheduled or chartered flight in an Aircraft.]]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

[Employee Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Spouse Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Dependent Child(ren) Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
[Loss of Life	[0 -100%] of the Principal Sum]
[Loss of Two or More Hands or Feet	[0 -100%] of the Principal Sum]
[Loss of Sight of Both Eyes	[0 - 100%] of the Principal Sum]
[Loss of Speech and Hearing (in both ears)	[0 - 100%] of the Principal Sum]
[Loss of One Hand or Foot	[0 - 50%] of the Principal Sum]
[Loss of Sight in One Eye	[0 - 50%] of the Principal Sum]
[Severance and Reattachment of One Hand or Foot	[0 - 50%] of the Principal Sum]
[Loss of Speech	[0 - 50%] of the Principal Sum]
[Loss of Hearing (in both ears)	[0 - 50%] of the Principal Sum]
[Loss of Thumb and Index Finger of the Same Hand	[0 - 25%] of the Principal Sum]
[Loss of all Four Fingers of the Same Hand	[0 - 25%] of the Principal Sum]
[Loss of all the Toes of the Same Foot	[0 - 20%] of the Principal Sum]

[Age Reductions

A [Covered Person's][Employee's] Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
70 but less than 75	[0 - 85%]
75 but less than 80	[0 - 85%]
80 but less than 85	[0 - 85%]
85 or over	[0 - 85%]

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the Covered Person attains the Age specified in the table above.

[A covered Spouse's Principal Sum will reduce based on the Age of the covered Employee.]]

[ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES

Accidental Death [and Dismemberment] benefits are provided under the following coverage. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

[ARMED FORCES COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[NATIONAL GUARD AND ARMED FORCES	Principal Sum multiplied by the percentage

	[Loss of Two or More Hands or Feet]	[\$1,000 - \$5,000,000]
	[Quadriplegia]	[\$1,000 - \$5,000,000]
	[Hemiplegia]	[\$1,000 - \$5,000,000]
	[Uniplegia]	[\$1,000 - \$5,000,000]
	[Coma]	[\$1,000 - \$5,000,000]

[EMERGENCY ROOM BENEFIT]	
Benefit Amount	[\$100 - \$5,000]
Maximum Payable Visits per Calendar Year	[1 - 365]
Maximum Benefit Per Covered Accident	[\$1,000 - \$50,000]

[ESCALATOR BENEFIT]	
Periodic Increase	[1% - 20%] of the Principal Sum
Frequency of Increases	[Semi Annual][Monthly][Annually]
Maximum Total Increase	[1% - 100%] of the Principal Sum

[FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT]	
Accidental Death and Dismemberment Benefit	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .
Hospital Stay Benefit	[\$100 - \$2,000] per day
Maximum Benefit Period	[30 - 730] days per Hospital Stay per Covered Accident

[HIV OCCUPATIONAL ACCIDENT BENEFIT]	[5% - 100%] of the Principal Sum subject to a maximum of [\$1,000 - \$500,000]
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[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT]	
Benefit	[5% - 100%] of the Principal Sum subject to a maximum of [\$1,000 - \$5,000,000]

[HOSPITAL STAY BENEFIT]	
Benefit Amount	[\$50 - \$5,000] per day
Maximum Benefit Period	[30 - 730] days per Hospital Stay per Covered Accident
Benefit Waiting Period	[0 - 30] days

[PRIVATE PASSENGER BENEFIT]	[5% - 100%] of the Principal Sum [<i>not applicable if stand-alone benefit</i>]	
	[Covered Loss]	Benefit
	[Loss of Life]	[\$1,000 - \$5,000,000]
	[Loss of Two or More Hands or Feet]	[\$1,000 - \$5,000,000]
	[Quadriplegia]	[\$1,000 - \$5,000,000]
	[Hemiplegia]	[\$1,000 - \$5,000,000]
	[Uniplegia]	[\$1,000 - \$5,000,000]
	[Coma]	[\$1,000 - \$5,000,000]

[REHABILITATION BENEFIT]	
Benefit per Covered Accident	[5% - 100%] of the Principal sum, subject to a maximum of [\$1,000 - \$500,000]]

[SEATBELT [AND AIRBAG] BENEFIT]	
[Seatbelt Benefit]	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$500,000]
[Airbag Benefit]	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$500,000]
[Default Benefit]	[\$1,000 - \$10,000]]

[SPECIAL EDUCATION BENEFIT]	
Surviving Dependent Child Benefit	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$50,000]]
[Surviving Spouse Benefit]	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$50,000]]
Maximum Number of Annual Payments	
[For Each Surviving Dependent Child]	[1 – 10]
[For Surviving Spouse]	[1 - 10]
Default Benefit	[\$1,000 - \$10,000]]

[TOTAL DISABILITY WEEKLY INCOME BENEFIT]	
Weekly Benefit Amount	[\$100 - \$5,000]
Benefit Waiting Period	[0 – 30] days
Maximum Benefit Period per Covered Accident	[1 – 52] weeks]

[WAIVER OF PREMIUM BENEFIT]	
Benefit Waiting Period	[1 – 12] months
Benefit Period	
<u>Age when Total Disability Begins</u>	<u>Benefit Period</u>
Less than 60	[60th – 75 th] birthday
60 and later	[60 – 180] months]

INITIAL PREMIUM RATES

Premium Rate:	Premium amounts will vary based on the plan of benefits: [\$123.45] per [covered Employee][covered Employee and covered Spouse][dependent,] per month
Mode of Premium Payment:	[Monthly] [Quarterly][Semi-Annually][Annually]
Contributions:	The cost of coverage is paid by the [Policyholder] [Policyholder and Covered Person][Covered Person][Employee]
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding [interval][month].

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy. [Each covered [Employee's][Covered Person's] premiums are based on his Age and will increase on the next premium due date after the covered [Employee][Covered Person] enters a new Age bracket.]

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

[Active Service	<p>An Employee will be considered in Active Service with his employer on any day that is either of the following:</p> <ol style="list-style-type: none"> 1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; 2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the Preceding scheduled workday. <p>[An eligible Dependent or eligible Spouse of the Employee is considered in Active Service if he is none of the following:</p> <ol style="list-style-type: none"> 1. an Inpatient in a Hospital or receiving Outpatient care for chemotherapy or radiation therapy. 2. Confined at home under the care of Physician for Sickness or Injury; 3. Totally Disabled.]
Age	<p>A [Covered Person's][Employee's] Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. [Thereafter, it is his Age attained on [the last Policy anniversary] [or] [his last birthday].]</p>
[Aircraft	<p>A vehicle which:</p> <ol style="list-style-type: none"> 1. has a valid certificate of airworthiness; and 2. is being flown by a pilot with a valid license to operate the Aircraft.]
Complications of Pregnancy	<p>One or more of the following:</p> <ol style="list-style-type: none"> 1. conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnosis are distinct from pregnancy, but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2. (a) non-elective cesarean section, (b) ectopic pregnancy which is terminated, and (c) spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.
[Core Plan	<p>The noncontributory plan of benefits provided under this Policy.]</p>
Covered Accident	<p>A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:</p> <ol style="list-style-type: none"> 1. occurs while [the Covered Person] [the Employee] is insured under this Policy; 2. is not contributed to by disease, Sickness, mental or bodily infirmity; 3. [occurs while [the Covered Person][the Employee] is [attending]],

	<p>participating in,] [or traveling to and from] any event sponsored by the Policyholder;</p> <p>4. is not otherwise excluded under the terms of this Policy.</p>
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Covered Injury	Any bodily harm that results directly and independently of all other causes from a Covered Accident.
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Covered Loss	<p>A loss that is all of the following:</p> <ol style="list-style-type: none"> 1. the result, directly and independently of all other causes, of a Covered Accident; 2. one of the Covered Losses specified in the Schedule of Covered Losses; 3. suffered by the [Covered Person][Employee] within the applicable time period specified in the <i>Schedule of Benefits</i>.
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Covered Person	An eligible person, as defined in the Schedule of Benefits, for whom [an enrollment form has been accepted by Us and] required premium has been paid when due and for whom coverage under this Policy remains in force. [The term Covered Person shall include, where this Policy provides coverage, an eligible Spouse and eligible Dependent Children.]
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[Dependent Child(ren)]	<p>An Employee's unmarried child who meets the following requirements:</p> <ol style="list-style-type: none"> 1. A child from live birth to 19 years old; 2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Employee; 3. Unmarried children of any age who are incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of age 19 and who is chiefly dependent upon the Insured for support and maintenance. At the request and expense of the Company, proof of the incapacity or dependency must be furnished by the Insured. <p>A child, for purposes of this provision, includes an Employee's:</p> <ol style="list-style-type: none"> 1. natural child; 2. adopted child, beginning with any waiting period pending finalization of the child's adoption; 3. stepchild; 4. [child for whom the Employee is legal guardian.]
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[Domestic Partners]	<p>A person of the same or opposite sex who:</p> <ol style="list-style-type: none"> 1. shares the covered Employee's permanent residence; 2. has resided with the covered Employee continuously for at least [six months - two years] and is expected to reside with the covered Employee indefinitely; 3. Is financially interdependent with the covered Employee in each of the following ways: <ol style="list-style-type: none"> [a. by holding one or more credit or bank accounts, including a checking account, as joint owners;] [b. by owning or leasing their permanent residence as joint tenants;] [c. by naming, or being named by, the covered Employee as a beneficiary of life insurance or under a will;] [d. by each agreeing in writing to assume financial responsibility for the welfare of the other;] 4. has signed a Domestic Partner declaration with the covered
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	<p>Employee, if the covered Employee resides in a jurisdiction which provides for a Domestic Partner declaration;]</p> <ol style="list-style-type: none"> [5. has not signed a Domestic Partner declaration with any other person within the last [12 - 24 month.] 6. is no less than [18 - 23] years not more than [60 - 70] years of age; [7. is not legally permitted to marry the covered Employee;] 8. is not legally married to any other person; 9. is not a blood relative any closer than would prohibit legal marriage. <p>[In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.]</p> <p>A covered Employee may insure a Domestic Partner if all of the following conditions are met:</p> <ol style="list-style-type: none"> 1. the covered Employee has not been married to any person within the past [12 - 24] months; 2. the Domestic Partner is the only person meeting this Policy's definition of "Domestic Partner" with respect to the covered Employee; [3. The covered Employee and the Domestic Partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]
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[Emergency Room Treatment	Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in deterioration to the point of placing a [Covered Person's][Employee's] life in jeopardy or cause serious impairment to bodily functions.]
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Employee	For eligibility purposes, an Employee of the Policyholder who is in one of the Covered Classes. [The term does not include Employees who work less than [20 - 30 hours per week] for the Policyholder.]
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Employer	The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> and which are covered under this Policy on the date of issue or subsequently agreed to by Us.
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He, His, Him	Refers to any individual, male or female.
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[Hospital	<p>An institution that meets all of the following:</p> <ol style="list-style-type: none"> 1. it is licensed as a Hospital pursuant to applicable law; 2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons; 3. it is managed under the supervision of a staff of medical doctors; 4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.); 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; 6. it charges for its services. <p>[Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.]</p> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p>
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	<ol style="list-style-type: none"> 1. rehabilitation, convalescent, custodial, educational or nursing care; 2. the aged, drug addicts or alcoholics; 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the [Covered Person][Employee] incurs an expense.]
[Hospital Stay	A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least [90 days - 180 days].]
[Inpatient	[A Covered Person][An Employee] who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean [a Covered Person][an Employee] who is required to be confined for a period of at least a full day as determined by the Hospital.]
[Nurse	A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not: <ol style="list-style-type: none"> 1. employed or retained by the Policyholder; 2. living in the [Covered Person's][Employee's] household; or 3. a parent, sibling, spouse or child of the [Covered Person][Employee].]
[Outpatient	[A Covered Person][An Employee] who receives treatment, services and supplies while not an Inpatient in a Hospital.]
[Permanent Total Disability	An [Employee][Spouse] who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.
[Physical Therapist	Any practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.]
[Physician	A licensed health care provider practicing within the scope of his license and rendering care and treatment to [a Covered Person][an Employee] that is appropriate for the condition and locality and who is not: <ol style="list-style-type: none"> 1. employed or retained by the Policyholder; 2. living in the [Covered Person's][Employee's] household; 3. a parent, sibling, spouse or child of the [Covered Person][Employee].]
[Prior Plan	The plan of insurance, [former plan number, former insurance company name] providing similar benefits, sponsored by the Policyholder in effect immediately prior to this Policy's Effective Date.]
Policyholder	The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.
[Rehabilitation Facility	A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which: <ol style="list-style-type: none"> 1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care; 2. is duly licensed by the appropriate government agency to provide

	<p>such services; and</p> <p>3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.</p> <p>A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.]</p>
[Related Stays	<p>Successive stays in a Hospital unless:</p> <ol style="list-style-type: none"> 1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or 2. the stays are separated by at least [90 – 180] days.]
Sickness	A physical or mental illness [including pregnancy]. Complications of pregnancy are considered a Sickness.
[Spouse]* *The term Spouse includes a Domestic Partner as defined.]	<p>The Employee's lawful spouse [who is aged [18 – under age 70.] [who is a United States citizen or has a permanent Alien Registration Card.] [Except for purposes of determining initial eligibility, the term includes a Spouse who is widowed by [or divorced or legally separated from] an Employee.]]</p>
[Totally Disabled or Total Disability	<p>Totally Disabled or Total Disability means [either]:</p> <ol style="list-style-type: none"> 1. inability of the [Covered Person][Employee][Spouse] who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; [or] 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.]
We, Us, Our	American National Insurance Company.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].

Eligibility

An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* [and is insured under the Core Plan]. [A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by this Policy on the later of the date the Employee becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of this Policy.] [No person may be eligible for insurance under this Policy as both an Employee and a Spouse or Dependent Child at the same time.]

An Employee whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the [first day of the month coinciding with or next following] the date of the change.

[The Employee Eligibility Waiting Period may differ for current and newly covered persons.]

Effective Date for Individuals

Insurance becomes effective for an eligible Employee [who applies within 31 days of the date he becomes eligible [and, subject to the *Deferred Effective Date* provision below],] on the latest of the following dates:

1. the effective date of the Policyholder under this Policy;
2. [the date][the first of the month after] the Employee becomes eligible;
3. [the date][the first of the month after] We receive the Employee's completed enrollment form during his lifetime.

[We may, from time to time, require the Employee to re-enroll using forms supplied by Us to keep his insurance in force.]

[Insurance becomes effective for an Employee's eligible dependents [if the Employee applies within 31 days of the date his dependents become eligible] [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of Policyholder under this Policy;
- [2. [the date][the first of the month after] the Employee becomes eligible;]
- [3. [the date][the first of the month after] the Employee's insurance becomes effective;]
- [4. [the date] [the first of the month after] the dependent meets the definition of Spouse or Dependent Child, as applicable;]
- [5. [the date] [the first of the month after] We receive the Employee's completed enrollment form for Spouse and Dependent Child coverage, during each dependent's lifetime.]

[Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions within 31 days of eligibility] [, and subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of the Policyholder under this Policy;
2. [the date] [the first of the month after] the Employee becomes eligible;
3. [the date] [the first of the month after] We receive the Employee's completed enrollment form and the required first premium, during his lifetime.]]

[Insurance becomes effective for an Employee's eligible dependents if the Employee applies and agrees to make required contributions within 31 days of the date his dependents become eligible [and, subject to the *Deferred Effective Date* provision below], on the latest of the following dates:

1. the effective date of Policyholder under this Policy;
2. [the date] [the first of the month after] the Employee becomes eligible;]
3. [the date] [the first of the month after] the Employee's insurance becomes effective;]
- 4.] [the date] [the first of the month after] the dependent meets the definition of Spouse or Dependent Child, as applicable;
- 5.] [the date] [the first of the month after] We receive a completed enrollment form for Spouse and Dependent Child coverage and the required first premium, during each dependent's lifetime.]

Newborn Children Your newborn child is automatically covered from the moment of birth until such child is 90 days old. Coverage for newborns shall be the same as for all other covered Dependents. You must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

Adopted Children An adopted child is automatically covered for the first 60 days from the date of the filing of a petition for adoption. Coverage is provided from the moment of birth if the petition for adoption and application for coverage is submitted to Us within 60 days after the birth of the minor. Coverage for such child will be the same as for all other covered Dependents. You must notify the Company in writing within 60 days from the date of the filing of a petition for adoption and pay the required additional premium (if any), in order to have coverage for the adopted child continue beyond such 60 day period.]

[DEFERRED EFFECTIVE DATE

[Active Service

The effective date of insurance will be deferred for any Employee [or any eligible Spouse or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.]

[Late Enrollment

If application for insurance is not made within 31 days of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the [Covered Person][Employee] will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of the date We approve the required evidence of insurability and receive required premium and the date coverage would otherwise have become effective.]

[Replacement Coverage

An Employee [and any Spouse and Dependent Children] who were insured under a Prior Plan and who are not in Active Service on the effective date of the Policyholder under this Policy will be insured on that date for the lesser of:

1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
2. the amount of coverage provided under this Policy.

If the amount of coverage otherwise provided by this Policy is greater than the amount provided under the Prior Plan, the greater amount will become effective on the [first day of the month on or after, or first day of the Policy year on or after or date] the Employee, [Spouse or Dependent Child] returns to Active Service.]

[If an Employee is required to contribute to the cost of any portion of his [or his dependents'] insurance and is not in Active Service on the effective date of the Policyholder under this Policy, coverage will terminate 31 days after the Employee returns to Active Service unless he submits an enrollment form and the required initial premium. If the Employee selects the amount of benefit for which he is required to pay premium for himself [or any dependents], the amount in effect under this provision will be the lesser of the amount provided under the Prior Plan and the smallest amount he may select under this Policy.]

[Annual Re-Enrollment

An Employee currently insured under [the voluntary Accident portion of] this Policy, and a person who is eligible but has not previously enrolled, may increase or become insured for coverage under this Policy during an annual re-enrollment period as agreed to by Us and the Policyholder. An Employee who is insured under this Policy may also elect or increase coverage for his eligible dependents.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the *Active Service* section of the *Deferred Effective Date* provision,] on [the Policy Anniversary following, or first day of the month following the] date We receive a request and any required premium payment.]

[Life Status Change

A Life Status Change an event that the Employer determines qualifies an Employee to [elect,] or increase accident insurance benefits [for himself and his Spouse and Dependent Children]. [Any change in benefit elections must be made within 31 days of a Life Status Change.]

[Life Status Changes that qualify an Employee to [elect or] increase his accident insurance include:

1. marriage;
2. loss of a spouse, whether by death, divorce, annulment or legal separation;
3. birth or adoption of a child, or acquiring a child through marriage; and
4. an increase in cost or a significant reduction or loss of group accident benefits provided by a Spouse's Plan.]

[Life Status Changes that qualify an Employee to [elect or] increase accident insurance for his Spouse and eligible Dependent Children include:

1. marriage;
2. birth or adoption of a child, or acquiring a child through marriage; and
3. a significant reduction, increase in cost or loss of group accident benefits provided by a Spouse's Plan.]

Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [first of the month following the] Life Status Change [or the [first day of the month following the] date the Employee applies and agrees to make required contributions].]

[The Policyholder should seek advice of its tax advisors if Employees may contribute to the cost of any insurance provided by this Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a [Covered Person][Employee] will end on the earliest date below:

1. the date this Policy or insurance for a Covered Class is terminated;
- [2. the date the Policyholder's coverage under this Policy ends;]
3. the next premium due date after the date the [Covered Person][Employee] is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
4. the last day of the last period for which premium is paid;
- [5. the next premium due date after the [Covered Person][Employee] attains the maximum Age for insurance under this Policy, as shown in the *Schedule of Benefits*;
- [6. with respect to a Spouse [or Dependent Child], the date of the death of the covered Employee [or the date of divorce from the covered Employee, unless the Spouse elects to continue insurance, including insurance on Dependent Children.] See *Continuation of Insurance* section;]
- [7. the date that the plan of benefits under which the [Covered Person][Employee] is covered is terminated.]

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

[CONTINUATION OF INSURANCE

Insurance for the covered Spouse [and Dependent Children] may be continued if a covered Spouse's [and Dependent Children's] insurance would otherwise end because of death of or divorce from the covered Employee. The Covered Spouse must:

1. submit a written request for continued insurance to Us within [31][60][90] days of the event; and
 2. pay the required premium to the Policyholder directly to Us.]
- [Insurance continued under this provision may not exceed the amount of insurance in force on the day before insurance as a covered Spouse ended, nor may a Spouse add any dependents for insurance.]

Premiums for insurance continued under this provision will start with the Premium Due Date on or next following the date of the event. If a Spouse does not elect to continue insurance under this provision or does not provide notification within the required time period, insurance will not be continued and any premium paid from the date of the event will be refunded. [However, if notification is not given to Us within the time period required in (1.) above, any return of premium will be limited to any excess paid in the last [6][12] months.]

Any Continuation of Insurance is subject to Our continuing to offer insurance under this Policy to new applicants.]

[CONTINUATION OF INSURANCE

We will continue insurance under this Policy for a Spouse [and Dependent Children] of a covered Employee who dies, without payment of premium for [12 – 24] months. The Spouse [and Dependent Children]: (a) must have been insured under this Policy on the date the Employee died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of the 12th month and the date the Spouse [or any Dependent Child] ceases to meet all other requirements for eligibility.

[Continuation for [Layoff][Leave of Absence][or][Family Medical Leave]

Insurance for an Employee [and covered Dependents] may be continued until the earliest of the following dates if: (a) an Employee is on a temporary [layoff, an Employer-approved leave of absence or an Employer-approved family medical leave]; and (b) required premium contributions are paid when due.

1. [for a layoff [, six months after][at] the end of the month in which the layoff begins;]
 2. [for an Employer-approved leave of absence: [six months after] the end of the month in which the leave begins;]
 3. [for an Employer-approved family medical leave 12 weeks in a consecutive 12-month period.]
- [Such continuation will [run concurrently with][precede] a continuation during any other leave.]]

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

Federal law requires that if an Employee's insurance would otherwise end because he/she enters into active military duty or inactive military duty for training, the Employee may elect to continue insurance [(including Dependents insurance)] in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If Active Work ends because the Employee enters active military duty, insurance may be continued until the earliest of:

1. For Employee [and Employee's covered Dependents]:
 - a. The date the group policy is terminated; or
 - b. The end of the premium period for which premium is paid if the Employee fails to make timely payment of a required premium; or
 - c. The date 24 months after the date the Employee enters active military duty; or
 - d. The date after the day in which the Employee fails to return to Active Work or apply for reemployment with the Policyholder.
2. [For the Employee's covered Dependents:
 - a. The date the dependent no longer meets the definition of an eligible Dependent;
 - b. The date the Employee requests to terminate a Dependent's coverage.]

This continuation provision will be in addition to any other continuation provisions described in the Group Policy. Premiums for the continued coverage must be paid in accordance with the Group Policy.

The reinstatement time period under the Group Policy may be extended for an approved leave of absence taken in accordance with the provision of the federal law regarding USERRA.

This is a general summary of the USERRA and how it affects your Group Policy. See Your Employer for further details on this continuation provision.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

(Applies to Employers with 50 or more Employees)

Federal law requires that if an Employee's insurance would otherwise end because of family and medical reasons, the Employee may be entitled to continue insurance in accordance with the Family and Medical Leave Act of 1993 (FMLA). The Employee may continue coverage, and any Dependent coverage, under this Certificate without interruption during the entire approved leave period (FMLA Leave). The FMLA Leave for an Employee is up to 12 weeks in any 12 month period, or for an Employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces (including a member of the National Guard or Reserves), the FMLA Leave is up to 26 weeks during any single 12 month period to care for the servicemember with a serious injury or illness.

An Employee must meet all of the following qualifications to be eligible for FMLA Leave:

- work for a covered Employer;
- worked for the Employer for a total of 12 months;
- worked at least 1,250 hours over the previous 12 months;
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

This is subject to the limitations stated below. No new conditions, eligibility or waiting periods will apply to the coverage upon Your return to an Active Status.

An Employee may be entitled to FMLA Leave for any of the following reasons:

- the birth and care of a newborn child of the Employee ;
- the placement with the Employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the Employee is unable to work because of a serious health condition; or
- a qualifying exigencies arising out of the fact that the Employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The Employer shall be responsible for the determination of Your eligibility, rights, or length of leave period for FMLA. The Employer shall notify Us of the Employee's FMLA Leave so that the benefits under the Policy will be continued.

Coverage: During FMLA Leave, We shall provide the same coverage the Employee had before FMLA Leave. If the Certificate is amended, the amendments shall apply to any person covered under this benefit provision.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- [1. intentionally self-inflicted Injury, suicide or any attempt thereof while sane or insane];
- [2. commission or attempt to commit a felony or an assault];
- [3. commission of or active participation in a riot, insurrection or terrorist act];
- [4. [bungee jumping;][parachuting;][skydiving;][parasailing;][hang-gliding]];
- [5. declared or undeclared war or act of war];
- [6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;] or
- [7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - [a. except as a fare-paying passenger on a regularly scheduled commercial airline];
 - [b. being flown by the [Covered Person][Employee] or in which the [Covered Person][Employee] is a member of the crew];
 - [c. being used for:
 - [i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying]; or
 - [ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);]
 - [d. designed for flight above or beyond the earth's atmosphere];
 - [e. an ultra-light or glider];
 - [f. being used for the purpose of parachuting or skydiving];
 - [g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;]
- [8. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle];
- [9. participation in any motorized race or contest of speed];
- [10. an accident if the [Covered Person][Employee] is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program];
- [11. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food];
- [12. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice];
- [13. travel or activity outside the United States or Canada];
- [14. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year];
- [15. the [Covered Person's][Employee's] intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred];
- [16. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage];
- [17. injuries compensable under Workers' Compensation law or any similar law];
- [18. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law];
- [19. injuries that result from a non-occupational accident];
- [20. a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];

In addition, benefits will not be paid for:

- [21. services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
 - c. living in the [Covered Person's][Employee's] household;
 - d. who is a parent, sibling, spouse or child of the [Covered Person][Employee];
- [22. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.]

CLAIM PROVISIONS

Notice of Claim

Written [or authorized electronic/telephonic] notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written [or authorized electronic/telephonic] notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written [or authorized electronic/telephonic] notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Galveston, Texas or such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the [Covered Person's][Employee's] name, address, policy and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written [or authorized electronic] proof of the nature and extent of the loss for which the claim is made.

[Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.]

Proof of Loss

Written [or authorized electronic] proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written [or authorized electronic] notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written [or authorized electronic] proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written [or authorized electronic] proof of such loss. Subject to due written [or authorized electronic] proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay [\$1,000 - \$5,000] to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

[Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than:

- [1. the United States of America;]
- [2. Puerto Rico; or]
- [3. the Dominion of Canada].

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.]

Physical Examination [and Autopsy]

We, at Our own expense, have the right and opportunity to examine the [Covered Person][Employee] when and as often as We may reasonably require while a claim is pending [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 may be brought to recover under this Policy less than 60 days after written [or authorized electronic] proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary [, or to make any assignment of rights or benefits permitted by this Policy.] [A separate beneficiary may be designated to receive any Accidental Death Benefit payable at the death of the Employee's Spouse or Dependent Child.] [Any Accidental Death Benefit payable at the death of the Employee's Spouse or Dependent Child will be paid to the Employee's estate.]

A beneficiary designation or change will become effective on the date the [Covered Person][Employee] executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the [Covered Person][Employee] will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to [the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the [Covered Person][Employee].]

Or

[the estate of the [Covered Person][Employee].]

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the [Covered Person][Employee] dies, We may recover the overpayment from the [Covered Person's][Employee's] estate.

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. [If a [Covered Person's][Employee's] insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.]

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
- [2. the terms of the Policyholder's participation change;]
- [3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;]
- [4. there is a change in the factors bearing on the risk assumed;]
- [5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.]

Payment of Premium

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, this Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

Grace Period

- [1. Policy

A Policy Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.]

- [2. [Covered Person][Employee]

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A [Covered Person][Employee]'s insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.]

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

If the [Covered Person][Employee] has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

Where required by law, We will provide a certificate of insurance for delivery to the [Covered Person][Employee]. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Multiple Certificates

The [Covered Person][Employee] may have in force only one certificate at a time under this Policy. If at any time the [Covered Person][Employee] has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.]

[A [Covered Person][Employee] is not eligible for insurance under more than [one certificate providing benefits for accident insurance under group policies issued by Us]. If premium is being paid for more than one such certificate, insurance will be in effect under the certificate with the earliest effective date and premiums paid for certificates which are not in effect will be refunded.]]

Assignment

Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.]

Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.]

Option 3: Include if assignment is permissible:

[We will be bound by an assignment of a [Covered Person's][Employee's] insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the [Covered Person][Employee] and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the [Covered Person's][Employee's] certificate remains in force.]

Incontestability

1. Of This Policy or Participation Under This Policy
All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of a [Covered Person's][Employee's] Insurance
All statements made by a [Covered Person][Employee] are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the [Covered Person's][Employee's] effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

[Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by Us.]

Policy Termination

We may terminate coverage on or after [the first anniversary of the policy effective date]. The Policyholder may terminate coverage on any premium due date. Written [or authorized electronic] notice must be given at least 31 days prior to such premium due date. [Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.]

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

[Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than 60 days prior to the date of reinstatement.]]

Clerical Error

A [Covered Person's][Employee's] insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes

We may agree with the Policyholder to modify a plan of benefits without the [Covered Person's][Employee's] consent.

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy

This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records

We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of the [Covered Person][Employee] for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

DESCRIPTION OF [COVERAGES] AND BENEFITS

This Description of [Coverages and] Benefits Section describes the Accident [Coverages and] Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these [coverages and] benefits.

[ACCIDENTAL DEATH BENEFIT

Covered Loss We will pay the benefit shown in the *Schedule of Benefits* if a [Covered Person][Employee] dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the *Schedule of Benefits*].

Exclusions Exclusions that apply to this Benefit are specified in *Common Exclusions* Section.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the [Covered Person][Employee] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the *Schedule of Benefits*].

[If the [Covered Person][Employee] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.] If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

[Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.]

[Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.]

[Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.]

[Loss of Hearing means total and permanent loss of ability to hear any sound [in both ears] which is irrecoverable by natural, surgical or artificial means.]

[Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

[Loss of Toes means complete Severance through the

metatarsalphalangeal joint.]

[Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.]

[Quadriplegia means total Paralysis of both upper and both lower limbs.]

[Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.]

[Paraplegia means total Paralysis of both lower limbs or both upper limbs.]

[Uniplegia means total Paralysis of one upper or one lower limb.]

[Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the [Covered Person][Employee] is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.]

[Severance means the complete and permanent separation and dismemberment of the part from the body.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES

Accidental Death [and Dismemberment] benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death [and Dismemberment] benefits payable.

[ARMED FORCES COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if [the [Covered Person][Employee]] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while he is on active duty in any Armed Forces.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[EXPOSURE AND DISAPPEARANCE COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if a [Covered Person][Employee] suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the [Covered Person][Employee] disappears and is not found within [1 – 7 years] from the date of the wrecking, sinking or disappearance of the conveyance in which the [Covered Person][Employee] was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the [Covered Person's][Employee's] death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions*

[NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable subject to the following conditions if the [Covered Person][Employee] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the [Covered Person][Employee] is a member of the U.S. Military Reserve or National Guard.

While the [Covered Person][Employee] is a member of the U.S. Military Reserve or National Guard, coverage under this Policy will remain in force beyond the 31-day active duty training period and continue:

1. during the [Covered Person's][Employee's] initial training period;
2. if the [Covered Person][Employee] is called to active duty [for a domestic emergency].

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[OWNED AIRCRAFT COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if the [Covered Person][Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder [or any of its subsidiaries or affiliates]. A record of eligible Aircraft will be maintained by the Policyholder and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[PILOT COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if the [Covered Person][Employee] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the [Covered Person][Employee] is flying as a licensed pilot [or member of the crew] of an Aircraft and meets all of the following requirements:

- [1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us;]
- [2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;]
- [3. completes and maintains a combined minimum of 200 hours of military, private or professional logged flight hours;]
- [4. is flying as a pilot [or member of the crew] of an Aircraft traveling on or transacting business for the Policyholder. All trips must have been authorized in advance by the Policyholder;]
- [5. is flying as a pilot [or member of the crew] of an Aircraft [described below] or [on a list of eligible Aircraft maintained by the Policyholder, including a substitute Aircraft with no greater seating capacity while a [specified] or [listed] Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction;]
- [6. is flying as a pilot [or member of the crew] of an Aircraft that is [not] owned, leased, operated or controlled by the Policyholder;]
- [7. is not giving or receiving flight instruction.]

[Description of Aircraft Covered XXXXXXXX will list type of Aircraft, license number and passenger seating capacity: [Boeing 727, License # PA12345, passenger seating capacity: 45]

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[WAR RISK COVERAGE

Benefits for Accidental Death [and Dismemberment] as shown in the *Schedule of Covered Losses*, will be payable, subject to the following conditions and exclusions, if a [Covered Person][Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur in:

- [1. any specifically described geographic area such as Saudi Arabia, Iran, Serbia]; or
- [2. a generally described geographic area such as worldwide, excluding the United States and its territories and possessions.]

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least 10 days prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

Exclusions This benefit does not provide coverage when a Covered Loss occurs:
[1. in the United States and its territories and possessions; or]
[2. in any nation of which the [Covered Person][Employee] is a citizen.]

[[Other] exclusions that apply to this coverage are in the *Common Exclusions* Section.]]

[ADDITIONAL ACCIDENT BENEFITS

Accidental Death [and Dismemberment] benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death [and Dismemberment] benefit payable.

[ADDITIONAL OCCUPATIONAL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered Employee suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that occurs while the covered Employee is on the Policyholder's premises and engaged in the course of his job [or on business travel pre-authorized by the Employer].

[Business travel begins at the actual start of a business trip that has been pre-authorized by the Policyholder, whether the trip starts at the covered Employee's home, place of work, or another place. Business travel coverage:

1. ends when the covered Employee arrives at his home or place of work, whichever happens first; and
2. is not in effect during the covered Employee's Personal Deviation.]

[Business travel includes riding in, or getting on or off of, an Aircraft, but only if:

1. the covered Employee is riding as a passenger only, and not as a pilot or member of the crew; and
2. the Aircraft is not being used for any of the following:
 - a. crop dusting, spraying or seeding;
 - b. fire fighting;
 - c. sky writing;
 - d. sky diving or hang gliding;
 - e. pipeline or power line inspection;
 - f. aerial photography or exploration;
 - g. racing;

- h. endurance tests, stunt or acrobatic flying;
- i. any operation which requires a special permit from the FAA, even if it is granted unless the permit is required only because of the territory flown over or landed on;
- j. giving or receiving flying instruction.]

Definitions For purposes of this benefit:

Personal Deviation means an activity that meets all of the following conditions:

- 1. is not reasonably related to the Policyholder's business trip;
- 2. is not incidental to the Policyholder's business;
- 3. occurs prior to the end of the trip [or within [one hour] before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]

Exclusions [Business travel coverage is not provided during:

- 1. normal commuting between the covered Employee's home and place of work; or
- 2. the covered Employee's Personal Deviation [in excess of [31 days].]

[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

We will pay counseling sessions, up to the Maximum Benefit Amount shown in the *Schedule of Benefits* and subject to the following conditions and exclusions, when the [Covered Person][Employee] [and/or Immediate Family Member] requires bereavement and trauma counseling because the [Covered Person][Employee] suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

- 1. covered bereavement and trauma counseling expenses must be incurred within [one year] from [the date of the Covered Accident causing the Covered Loss];
- 2. the expense is charged for a bereavement or trauma counseling session for the [Covered Person][Employee] [and/or one or more of his Immediate Family Members];
- 3. counseling is provided under the care, supervision or order of a Physician;
- 4. a charge would have been made if no insurance existed.

Definitions For purposes of this benefit:

Immediate Family Member means a person who is related to the [Covered Person][Employee] 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), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild).

Exclusions Covered bereavement and trauma counseling benefits do not include any expense for which the [Covered Person][Employee] is entitled to benefits under any Workers' Compensation Act or similar law.

[[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered Employee suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

- 1. the covered Employee is on the Policyholder's premises when the Covered Accident occurs;
- 2. the Covered Accident is caused by or results from a Bomb Scare, Search or Explosion, as defined below;
- 3. the covered Employee is an authorized participant of a team or squad engaged in a Bomb Search or related activity;

4. the Policyholder authorizes the covered Employee's participation and sanctions the search.

Definitions For purposes of this benefit:

Bomb means any real or dummy explosive device placed with intent to damage, scare, or cause injury.

Scare means any real or false report of a Bomb on the premises of [the Policyholder, Subscriber].

Search means any organized search for a reported Bomb.

Explosion means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. [It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BULLETPROOF VEST BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered Employee [who is Age 18 or older] is on official duty for the Policyholder and is shot during a Covered Accident while wearing a Bulletproof Vest and:

1. the Bulletproof Vest fails to prevent the bullet's penetration through the vest; and
2. such penetration results, directly and independently of all other causes, in [a Covered Loss, Covered Injury].

Definition For purposes of this benefit:

Bulletproof Vest means a protective vest designated as [Threat Level II-A, Threat Level II or Threat Level III-A] [manufactured by a vendor designated by the Policyholder] and [purchased not more than [five years] before the Covered Accident.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BURIAL AND CREMATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, for burial or cremation of the covered Employee who dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BUSINESS TRAVEL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered Employee suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a business trip authorized in advance by the Policyholder. The Covered Loss must be sustained:

1. in the course of the covered Employee's job;
2. away from the premises of the Policyholder in the covered Employee's city of permanent assignment].

Coverage will begin at the actual start of a business trip authorized by the Policyholder. It does not matter if the trip starts at the covered Employee's home, place of work, or any other place. Coverage will end when the covered Employee arrives at his home or place of work, whichever happens first.

[Definitions For purposes of this benefit:

Personal Deviation means an activity that meets all of the following conditions:

1. is not reasonably related to the Policyholder's business trip;
2. is not incidental to the Policyholder's business;
3. occurs prior to the end of the trip [or within [one hour] before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]]

- Exclusions** Coverage for business travel is not provided during [any of the following]:
1. normal commuting between the covered Employee's home and place of work;
 - [2. travel in an Aircraft owned, leased, operated or controlled by the Policyholder;]
 3. travel to another location where the Employee is expected to be assigned for more than [60 days] by the Policyholder;
 4. a covered Employee's Personal Deviation [in excess of [31 days]].

[Other exclusions that apply to this benefit are in the *Common Exclusions* Section.]

]

[CHILD CARE CENTER BENEFIT

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of the covered [Employee][Spouse] results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. coverage for his Dependent Children was in force on the date of the Covered Accident causing his death: and
2. one or more surviving Dependent Children is under Age [11 – 13]; and
 - [a. was enrolled in a Child Care Center on the date of the Covered Accident; or]
 - [b. enrolls in a Child Care Center within [90 - 365 days] from the date of the Covered Accident].

This benefit will be payable to the Surviving Spouse if the Spouse has custody of the child. If the Surviving Spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the covered [Employee's][Spouse's] death. A claim must be submitted to Us at the end of each 12 month period [with proof of enrollment and attendance]. A 12 month period begins:

- [1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after the covered [Employee's][Spouse's] death; or]
2. on the first of the month following the covered [Employee's] [Spouse's] death, if the Dependent Child was enrolled in a Child Care Center before the covered [Employee's][Spouse's] death.

Each succeeding 12 month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

Definitions For purposes of this benefit:

Child Care Center is a facility which:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

[**Surviving Spouse** will include the covered Employee and covered Spouse.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[COMMON CARRIER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the [Covered Person][Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

[If the [Covered Person][Employee] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

Definition For purposes of this benefit:

Common Carrier means:

1. a public conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[EMERGENCY ROOM BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if a [Covered Person][Employee] requires Emergency Room Treatment due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Definition For purposes of this benefit:

Emergency Room means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[ESCALATOR BENEFIT

We will increase the [Covered Person's][Employee's] Principal Sum by [the dollar amount or the percentage of Principal Sum] shown on the *Schedule of Benefits*, subject to the following conditions and exclusions. [The [Covered Person][Employee] must be under Age [55 - 60] to be eligible for this benefit.] [Benefit amounts for [a covered Spouse, Dependent Child] will not be increased.]

[The Principal Sum used to calculate this benefit:

1. will be the amount in force when the [Covered Person][Employee] first becomes insured for this benefit;
2. will not compound previous Escalator benefit amounts.]

Increases will become effective on each [Policy or certificate anniversary] after the [Covered Person][Employee] has been insured for [12 consecutive months]. Benefit increases will occur automatically at the end of each [12 month] period, for a maximum of [five years].

[Increases provided by this benefit will be calculated separately for each additional Principal Sum the [Covered Person][Employee] elects. The total amount of all increases will not exceed the highest amount shown in the *Schedule of Benefits*.

[If the [Covered Person's][Employee's] Principal Sum is reduced, any increases provided under this benefit will be reduced in the same proportion.]

Exclusions [This benefit will not apply to any *Bonus Benefit*.]

[Other exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

We will pay the amount shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the [Covered Person][Employee] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. [A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid.] [The Covered Accident must occur while the [Covered Person][Employee] is on the business or premises of the Policyholder.]

To qualify for benefit payment, the Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup;
2. actual or attempted kidnapping;
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

[We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when the [Covered Person][Employee] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

1. the [Covered Person][Employee] is covered for Hospital Stay benefits under this Policy;]
2. the Hospital Stay begins within 30 days of the violent crime/felonious assault;
3. the Hospital Stay is at the direction and under the care of a Physician;]
4. the [Covered Person][Employee] provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a violent crime or felonious assault;
5. the Hospital Stay begins while the [Covered Person's][Employee's] insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

Definitions For purposes of this benefit:

Fellow Employee means a person employed by the same Employer as the [Covered Person][Employee] or by an Employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than [30 – 60] days prior to the date on which the defined violent crime/felonious assault was committed.

Exclusions Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

1. violent crime or felonious assault committed by the [Covered Person][Employee]; or
2. felonious assault or violent crime committed upon the [Covered Person][Employee] by a Fellow Employee.

[Other exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[HIV OCCUPATIONAL ACCIDENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the covered Employee suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must occur during the performance of Occupational Duties and result in the covered Employee acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within one year of the Covered Injury.

In order to receive this benefit, the covered Employee must satisfy all of the following:

1. submit a Workers' Compensation Injury report to the Policyholder within 48 hours of the Covered Accident that occurs during the performance of Occupational Duties;
2. test negative for Human Immunodeficiency Virus (HIV) antibodies within 48 hours of such Covered Accident;
3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within one year of the date of the Covered Accident.

Definitions For purposes of this benefit:
Occupational Duties means the performance of normal work duties on behalf of the Policyholder.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

Blood Test means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay the Covered Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the [Covered Person][Employee] suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the [Covered Person][Employee] did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the [Covered Person][Employee] now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the [Covered Person][Employee] requires home alteration or vehicle modification within [one year] of the date of the Covered Accident.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[HOSPITAL STAY BENEFIT

We will pay the [daily][monthly] benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the [Covered Person][Employee] requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 30 days of the Covered Accident;
3. begin while the [Covered Person's][Employee's] insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*. Benefits will be paid retroactively to the first day of the Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[PRIVATE PASSENGER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the [Covered Person][Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered

Accident while driving, riding as a passenger in, or getting in or out of, a Private Passenger Automobile.

Include if Accidental Death and Dismemberment Benefits are not included in the issued policy.

[If the [Covered Person][Employee] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

Definition For purposes of this benefit:

Private Passenger Automobile means a validly registered, four wheel private passenger car (including Policyholder-owned cars), campers, motorized golf carts, motor homes, non-motorized bicycles, non-motorized adult tricycles, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Automobile.

Any vehicle not defined above will not be considered a Private Passenger Automobile.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[REHABILITATION BENEFIT

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the [Covered Person][Employee] requires rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The [Covered Person][Employee] must require Rehabilitation within two years after the date of [the Covered Accident, Covered Loss].

Definition For purposes of this benefit:

Rehabilitation means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to the [Covered Person's][Employee's] Covered Loss;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician;
4. prepare the [Covered Person][Employee] to return to his or any other occupation.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[SEATBELT [AND AIRBAG] BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the [Covered Person][Employee] dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. *[if airbag benefit is included: An additional benefit is provided if the [Covered Person][Employee] was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).]*

Verification of proper use of the seatbelt at the time of the Covered Accident [and that the Supplemental Restraint System properly inflated upon impact] must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the [Covered Person's][Employee's] claim to Us.

[If such certification or police report is not available or it is unclear whether the [Covered Person][Employee] was wearing a seatbelt [or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System], We will pay a default benefit shown in the *Schedule of Benefits* to the [Covered Person's][Employee's] beneficiary.]

[In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.]

Definitions For purposes of this benefit:
[if airbag benefit is included: **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.]

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child [and][a surviving covered Spouse] who [is/are] insured under the covered Employee's certificate on the date he dies [or has been Totally Disabled during the Benefit Waiting Period for Permanent Total Disability benefits.] The [Covered Person's][Employee's] death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit [or Permanent Total Disability Benefits] [is, are] payable under this Policy. This benefit is subject to the conditions and exclusions described below.

[A qualifying Dependent Child must:

1. a. [be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the covered Employee's Covered Accident]; *or*
b. [be at the 12th grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.]
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.]

[A qualifying Dependent Child must:

1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in this Policy;
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.]

[A qualifying surviving Dependent Child must:

1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in this Policy;
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

A qualifying surviving Spouse must:

1. enroll in any accredited school for the purpose of retraining or refreshing skills needed for employment within one year of the date of the covered Employee's Covered Accident;
2. remain enrolled in such accredited school; and
3. incur expenses payable directly to, or approved by, such school.]

Always include this language:

Payments will be made to each qualifying Dependent Child [or to the child's legal guardian, if the child is a minor] at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died [or completed the Benefit Waiting Period for Permanent Total Disability benefits], if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

[If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.]

[Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Spouse's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse enrolls in an accredited school for the first time following the date the Employee died [or completed the Benefit Waiting Period for Permanent Total Disability benefits]. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.]]

[If a surviving Spouse does not qualify for Special Education Benefits within 365 days of the covered Employee's death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[TOTAL DISABILITY WEEKLY INCOME BENEFIT

We will pay weekly benefits shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, to the [Covered Person][Employee] whose Total Disability results, directly and independently of all other causes from, and within 31 days of, a Covered Accident. Weekly disability benefits will begin when the Totally Disabled [Covered Person][Employee] satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that he remains Totally Disabled;
4. is eligible to receive [Accidental Death and Dismemberment benefits] [Permanent Total Disability benefits] for the same Covered Accident];
5. reaches the end of the Maximum Benefit Period shown in the *Schedule of Benefits*.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[WAIVER OF PREMIUM BENEFIT

We will waive premiums, beginning with those due on and after the end of the Benefit Waiting Period, for a covered [Employee][Spouse] who:

- a. becomes Totally Disabled [within 30 days of] [after suffering] a Covered Loss that results directly and independently of all other causes from a Covered Accident; and
- b. satisfies all of the following conditions:

1. Total Disability must begin before the covered [Employee's][Spouse's] 60th birthday;
2. We must receive proof satisfactory to Us that Total Disability was continuous during the Benefit Waiting Period;
3. insurance under this Policy remains in force during the Benefit Waiting Period.

The covered Employee must submit satisfactory proof of continuous Total Disability to Us no more than [3 - 12 months] after the date he [became Totally Disabled] [satisfies the Benefit Waiting Period]. Proof of continuing Total Disability must be submitted to Us during the last [three months] of each year. We may have the covered [Employee][Spouse] examined as often as reasonably necessary while Totally Disabled, but not more than once a year after two years.

The amount of insurance for which premiums will be waived is the amount in force on the date the covered [Employee][Spouse] became Totally Disabled. This amount will be subject to any age reductions applicable during the Benefit Period. Any increases in coverage that would have occurred if the covered [Employee][Spouse] were not Totally Disabled will be deferred, as described in the *Deferred Effective Dates* provision of the *Eligibility and Effective Date* section of this Policy.

Premiums will cease to be waived on the earliest of the following dates:

1. the premium due date following the date the covered [Employee][Spouse] ceases to be Totally Disabled;
2. the date the covered [Employee][Spouse] refuses to be examined or fails to provide required proof of continuing Total Disability;
3. the premium due date following the end of the Benefit Period shown in the *Schedule of Benefits*.

When premiums cease to be waived as described above, insurance provided under this Policy will continue as long as premiums are paid when due.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

American National Insurance Company
C/O Customer Service Department
[P.O. Box 1820
Galveston, Texas 77553-1820]

Telephone: [1-800-899-6520]
[1-409-763-4661]

[Agent _____
Address _____

Telephone _____]

If we at American National Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact::

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

Telephone: 1-800-852-5494
1-501-371-2640

E-Mail: insurance@mail.state.ar.us
Web Site: www.state.ar.us/insurance

American National Insurance Company

One Moody Plaza, Galveston, Texas 77550-7999
A Stock Insurance Company

GROUP ACCIDENT CERTIFICATE

Certifies that the Insured is covered under the Group Policy issued to Your Employer.

"We", "Our" and "Us" are used to refer to the American National Insurance Company

This certificate is not the Policy. It is evidence of the Employee's coverage under the Policy. Coverage is subject to the Policy provisions. The Policy was issued to the Policyholder. The Employee may inspect the Policy at the Policyholder's office during normal business hours.

CAUTION: If the Employee as misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

A copy of the application is attached to this certificate. The best time to clear up any questions is now, before a claim arises. If you have any questions contact Us at this address:

American National Insurance Company
[P.O. Box XXXXX]
[Your city, Your state 0000]

This Certificate describes the terms and conditions of insurance. The laws of the State of Issue govern the Policy.

Signed for American National Insurance Company at its Home Office, One Moody Plaza, Galveston, Texas 77550-7999.



Secretary



President

Countersigned _____
Where Required By Law

EFFECTIVE DATE AND TERM

The Policy starts on the Policy Effective Date. The [Covered Person's][Employee's] coverage starts on the [Covered Person's][Employee's] Effective Date stated in the Certificate Identification. It stays in-force for the period for which the [Covered Person's][Employee's] premium has been paid.

The [Covered Person's][Employee's] coverage may be continued in force, as provided in the [Continuation of Insurance],[Continuation for [Layoff, Leave of Absence or Family Medical Leave]], [Continuation for Military Service] clause. If the Policy is not renewed or the [Covered Person][Employee] is no longer eligible for coverage the [Covered Person's][Employee's] coverage will cease at the termination date.

CERTIFICATE IDENTIFICATION

POLICYHOLDER:	[ABC Company, Inc.]
POLICY NUMBER:	[Specimen]
POLICY EFFECTIVE DATE:	[January 1, 2008]
POLICY ANNIVERSARY DATE:	[January 1]
STATE OF ISSUE:	Arkansas
CERTIFICATE NUMBER:	[00000000000]
[COVERED PERSON]:	[John Doe]
[COVERED PERSON'S] DATE OF BIRTH:	[January 1, 2009]
[COVERED PERSON'S] ADDRESS:	[1000 Main Street [Your Town], [Texas] [10000]
[COVERED PERSON'S] ORIGINAL EFFECTIVE DATE:	[January 1, 2010]
[COVERED PERSON'S] CURRENT COVERAGE EFFECTIVE DATE:	[January 1, 2010]

(PLEASE NOTE THAT THIS SCHEDULE PAGE REPLACES ANY SCHEDULE PAGE PREVIOUSLY ISSUED TO YOU)

SCHEDULE OF BENEFITS

[Covered Classes

Class 1	All active Full-time Employees of the Policyholder.
Class 2	All active Employee's working 30 or more hours.]

[Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage. [It will be extended by the number of days the Employee is absent from scheduled work.]

For Employees hired [31 days or more] before the Policy Effective Date:	[No Waiting Period – 365] days
For Employees hired [less than [31 days] before, or] after the Policy Effective Date:	[No Waiting Period – 365] days]

[Time Period for Loss

Any Covered Loss must occur within:	[90 - 365 days] of the Covered Accident]
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This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in the Policy for each [Covered Person][Employee] unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the [Covered Person's][Employee's] Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

[ACCIDENTAL DEATH BENEFIT

[Employee Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Spouse Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Dependent Child(ren) Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]

[Age Reductions

A [Covered Person's][Employee's] Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
70 but less than 75	[0 - 85%]
75 but less than 80	[0 - 85%]
80 but less than 85	[0 - 85%]
85 or over	[0 - 85%]

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the [Covered Person][Employee] attains the Age specified in the table above.

[A covered Spouse's Principal Sum will reduce based on the Age of the covered Employee]]

[Aggregate Limit of Liability

Each Covered [Aircraft] Accident	[\$500,000 - \$50,000,000 for all Covered Persons
Applies to:	[Accidental Death and Dismemberment Benefits] [Accidental Death Benefits] [All coverage and benefits provided by the Policy]

If this aggregate amount does not allow all Covered Persons to be paid the amounts the specified benefits otherwise provide, the amount paid for each Covered Person is the proportion each Loss bears to the Aggregate Limit of Liability. [Covered Aircraft Accident means a Covered Accident involving a scheduled or chartered flight in an Aircraft.]]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

[Employee Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Spouse Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]
[Dependent Child(ren) Principal Sum:	[\$0 - \$10,000,000] in increments of \$500]

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
[Loss of Life	[0 - 100%] of the Principal Sum]
[Loss of Two or More Hands or Feet	[0 - 100%] of the Principal Sum]
[Loss of Sight of Both Eyes	[0 - 100%] of the Principal Sum]
[Loss of Speech and Hearing (in both ears)	[0 - 100%] of the Principal Sum]
[Loss of One Hand or Foot	[0 - 50%] of the Principal Sum]
[Loss of Sight in One Eye	[0 - 50%] of the Principal Sum]
[Severance and Reattachment of One Hand or Foot	[0 - 50%] of the Principal Sum]
[Loss of Speech	[0 - 50%] of the Principal Sum]
[Loss of Hearing (in both ears)	[0 - 50%] of the Principal Sum]
[Loss of Thumb and Index Finger of the Same Hand	[0 - 25%] of the Principal Sum]
[Loss of all Four Fingers of the Same Hand	[0 - 25%] of the Principal Sum]
[Loss of all the Toes of the Same Foot	[0 - 20%] of the Principal Sum]

[Age Reductions

A [Covered Person's][Employee's] Principal Sum will be reduced by the percentage shown below:

Age	Percentage of Benefit Amount
70 but less than 75	[0 - 85%]
75 but less than 80	[0 - 85%]
80 but less than 85	[0 - 85%]
85 or over	[0 - 85%]

Each succeeding percentage reduction will apply to the Principal Sum in force on the day before the [Covered Person][Employee] attains the Age specified in the table above.

[A covered Spouse's Principal Sum will reduce based on the Age of the covered Employee.]]

[ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES]

Accidental Death [and Dismemberment] benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

[ARMED FORCES COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[PILOT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[WAR RISK COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]

[ADDITIONAL ACCIDENT BENEFITS]

Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death [and Dismemberment] benefits payable.

[ADDITIONAL OCCUPATIONAL BENEFIT	[5 - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[BEREAVEMENT AND TRAUMA COUNSELING BENEFIT	
Benefit Amount	[\$25 - \$500 per session]
Maximum Number of Sessions	[3 - 25 sessions]
Maximum Benefit Per Covered Accident	[\$75 – \$12,500]]
[BOMB SCARE, BOMB SEARCH, OR BOMB EXPLOSION BENEFIT	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[BULLETPROOF VEST BENEFIT	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
[BURIAL AND CREMATION BENEFIT	[\$1,000 - \$10,000]]

[BUSINESS TRAVEL BENEFIT	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .]
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[CHILD CARE CENTER BENEFIT	
Benefit Amount	[\$500 - \$10,000] per year
Maximum Benefit Period	to Age [11 - 18] for each surviving Dependent Child]

[COMMON CARRIER BENEFIT	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i>	
	Covered Loss	Benefit
	[Loss of Life]	[\$1,000 - \$5,000,000]
	[Loss of Two or More Hands or Feet]	[\$1,000 - \$5,000,000]
	[Quadriplegia]	[\$1,000 - \$5,000,000]
	[Hemiplegia]	[\$1,000 - \$5,000,000]
	[Uniplegia]	[\$1,000 - \$5,000,000]
	[Coma]	[\$1,000 - \$5,000,000]]

[EMERGENCY ROOM BENEFIT	
Benefit Amount	[\$100 - \$5,000]
Maximum Payable Visits per Calendar Year	[1 - 365]
Maximum Benefit Per Covered Accident	[\$1,000 - \$50,000]]

[ESCALATOR BENEFIT	
Periodic Increase	[1% - 20% of the Principal Sum
Frequency of Increases	[Semi Annual][Monthly][Annually]
Maximum Total Increase	[1% - 100%] of the Principal Sum]

[FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT	
Accidental Death and Dismemberment Benefit	[5% - 100%] multiplied by the portion of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> .
Hospital Stay Benefit	[\$100 - \$2,000] per day
Maximum Benefit Period	[30 – 730] days per Hospital Stay per Covered Accident]

[HIV OCCUPATIONAL ACCIDENT BENEFIT	[5% - 100%] of the Principal Sum subject to a maximum of [\$1,000 - \$500,000]]
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[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT	
Benefit	[5% - 100%] of the Principal Sum subject to a maximum of [\$1,000 - \$5,000,000]]

[HOSPITAL STAY BENEFIT	
Benefit Amount	[\$50 - \$5,000] per day
Maximum Benefit Period	[30 – 730] days per Hospital Stay per Covered Accident
Benefit Waiting Period	[0 – 30] days]

[PRIVATE PASSENGER BENEFIT	[5% - 100%] of the Principal Sum [<i>not applicable if stand-alone benefit</i>]	
	Covered Loss	Benefit
	[Loss of Life]	[\$1,000 - \$5,000,000]
	[Loss of Two or More Hands or Feet]	[\$1,000 - \$5,000,000]
	[Quadriplegia]	[\$1,000 - \$5,000,000]
	[Hemiplegia]	[\$1,000 - \$5,000,000]
	[Uniplegia]	[\$1,000 - \$5,000,000]
	[Coma]	[\$1,000 - \$5,000,000]]

[REHABILITATION BENEFIT	
Benefit per Covered Accident	[5% - 10%] of the Principal sum, subject to a maximum of [\$1,000 - \$500,000]]

[SEATBELT [AND AIRBAG] BENEFIT	
[Seatbelt Benefit]	[5% - 10%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$500,000]]
[Airbag Benefit]	[5% - 10%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$500,000]]
[Default Benefit]	[\$1,000 - \$10,000]]

[SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$50,000]]
[Surviving Spouse Benefit]	[5% - 100%] of the Principal Sum [subject to a Maximum Benefit of [\$1,000 - \$50,000]]
Maximum Number of Annual Payments	
[For Each Surviving Dependent Child]	[1 - 10]
[For Surviving Spouse]	[1 - 10]
Default Benefit	[\$1,000 - \$10,000]]

[TOTAL DISABILITY WEEKLY INCOME BENEFIT	
Weekly Benefit Amount	[\$100 - \$5,000]
Benefit Waiting Period	[0 – 30] days
Maximum Benefit Period per Covered Accident	[1 – 52] weeks]

[WAIVER OF PREMIUM BENEFIT	
Benefit Waiting Period	[1 – 12] months
Benefit Period	
<u>Age when Total Disability Begins</u>	<u>Benefit Period</u>
Less than 60	[60 th – 75 th] birthday
60 and later	[60 – 180] months]

INITIAL PREMIUM RATES

Premium Rate:	Premium amounts will vary based on the plan of benefits: [\$123.45] per [covered Employee][covered Employee and covered Spouse] [dependent], per month
Mode of Premium Payment:	[Monthly] [Quarterly] [Semi-Annually][Annually]
Contributions:	The cost of coverage is paid by the [Policyholder] [Policyholder and][Covered Person][Covered Person][Employee];
Premium Due Dates:	The Policy Effective Date and the first day of each succeeding [interval][month].

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of the Policy. [Each [covered Employee's][Covered Person's] premiums are based on his plan of benefits and class and may increase on the next premium due date.

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GENERAL DEFINITIONS

Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized within the text of the Policy have the meanings set forth below.

[Active Service

An Employee will be considered in Active Service with his Employer on any day that is either of the following:

1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the Preceding scheduled workday.

[An eligible Dependent or eligible Spouse of the Employee is considered in Active Service if he is none of the following:

1. an Inpatient in a Hospital or receiving Outpatient care for chemotherapy or radiation therapy.
2. Confined at home under the care of Physician for Sickness or Injury;
3. Totally Disabled.]]

Age

A [Covered Person's][Employee's] Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under the Policy. [Thereafter, it is his Age attained on [the last Policy anniversary] [or][his last birthday].]

[Aircraft

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.]

Complications of Pregnancy

One or more of the following:

1. conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnosis are distinct from pregnancy, but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. (a) non-elective cesarean section, (b) ectopic pregnancy which is terminated, and (c) spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

[Core Plan

The noncontributory plan of benefits provided under the Policy.]

Covered Accident

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the [Covered Person][Employee] is insured under the Policy;

2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. [occurs while the [Covered Person][Employee] is [any of the following may be included: attending, participating in, or traveling to and from any event sponsored by the Policyholder];
4. is not otherwise excluded under the terms of the Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the Schedule of Covered Losses;
3. suffered by the [Covered Person][Employee] within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person in a covered class, as shown in the Schedule of Benefits, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under the Policy remains in force. [The term Covered Person shall include, where the Policy provides coverage, an eligible Spouse and eligible Dependent Children.]

[Dependent Child(ren)]

An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Employee ;
3. Unmarried children of any age who are incapable of sustaining employment by reason of mental retardation or physical disability, who became so incapacitated prior to the attainment of age 19 and who is chiefly dependent upon the Insured for support and maintenance. At the request and expense of the Company, proof of the incapacity or dependency must be furnished by the Insured.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild;
4. [child for whom the Employee is legal guardian.]

]

[Domestic Partners]

A person of the same or opposite sex who:

1. shares the covered Employee's permanent residence;
2. has resided with the covered Employee continuously for at least [six months to two years] and is expected to reside with the covered Employee indefinitely;
3. Is financially interdependent with the covered Employee in each of the following ways:
 - [a. by holding one or more credit or bank accounts, including a checking account, as joint owners;]
 - [b. by owning or leasing their permanent residence as joint tenants;]
 - [c. by naming, or being named by, the covered Employee as a beneficiary of life insurance or under a will;]

- [d. by each agreeing in writing to assume financial responsibility for the welfare of the other;]]
- [4. has signed a Domestic Partner declaration with the covered Employee, if the covered Employee resides in a jurisdiction which provides for a Domestic Partner declaration;]
- [5. has not signed a Domestic Partner declaration with any other person within the last [12- 24 month.]
- 6. is no less than [any Age from 18 to 23] years not more than [60 - 70] years of age;
- [7. is not legally permitted to marry the covered Employee;]
- 8. is not legally married to any other person;
- 9. is not a blood relative any closer than would prohibit legal marriage.

[In addition to the above requirements, consent of either party due to the Domestic Partner relationship must not have been obtained by force, duress or fraud.]

A covered Employee may insure a Domestic Partner if all of the following conditions are met:

- 1. the covered Employee has not been married to any person within the past [12 - 24] months;
- 2. the Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Employee;
- [3. The covered Employee and the Domestic Partner furnish a notarized affidavit/signed statement reflecting these requirements, and an agreement to notify Us if the requirements cease to be met, on a form acceptable to Us.]]

[Emergency Room Treatment

Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition of such nature that failure to render immediate care could reasonably result in deterioration to the point of placing a [Covered Person's][Employee's] life in jeopardy or cause serious impairment to bodily functions.]

Employee

For eligibility purposes, an Employee of the Policyholder who is in one of the covered classes. [The term does not include Employees who work less than [20 - 30 hours per week] for the Policyholder.]]

Employer

The Policyholder and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under the Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Refers to any individual, male or female.

[Hospital

An institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- 2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. it is managed under the supervision of a staff of medical doctors;
- 4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 6. it charges for its services.

[Hospital shall include a Veteran's Administration Hospital or Federal

Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.]

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the [Covered Person][Employee] incurs an expense.]]

[Hospital Stay

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least [90 days - 180 days].]

[Inpatient

A [Covered Person][Employee] who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a [Covered Person][Employee] who is required to be confined for a period of at least a full day as determined by the Hospital.]

[Nurse

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:
1. employed or retained by the Policyholder;
2. living in the [Covered Person's][Employee's] household; or
a parent, sibling, spouse or child of the [Covered Person][Employee].]

[Outpatient

A [Covered Person][Employee] who receives treatment, services and supplies while not an Inpatient in a Hospital.]

[Permanent Total Disability

An [Employee][Spouse] who is Totally Disabled and is expected to remain Totally Disabled, as certified by a Physician, for the rest of his life.

[Physical Therapist

Any practitioner of physical therapy who is duly licensed in the state where he is practicing and who is practicing within the scope and limitations of that license.]

[Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a [Covered Person][Employee] that is appropriate for the condition and locality and who is not:
1. employed or retained by the Policyholder;
2. living in the [Covered Person's][Employee's] household;
3. a parent, sibling, spouse or child of the [Covered Person][Employee].]

Policyholder

The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.

[Rehabilitation Facility

A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:
1. is primarily engaged in providing comprehensive multi-disciplinary

- 2. physical rehabilitative services or rehabilitation Inpatient care; is duly licensed by the appropriate government agency to provide such services; and
- 3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.]

[Related Stays

Successive stays in a Hospital unless:

- 1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or
- 2. the stays are separated by at least [180 days].]

[Sickness

A physical or mental illness [including pregnancy]. Complications of pregnancy are considered a Sickness.]

[Spouse[*

***The term Spouse includes a Domestic Partner as defined.]**

The Employee's lawful spouse [who is aged [any Age between 18 years and under Age 70.] [who is a United States citizen or has a permanent Alien Registration Card.] [Except for purposes of determining initial eligibility, the term includes a Spouse who is widowed by [or divorced or legally separated from] an Employee.]]

[Totally Disabled or Total Disability

Totally Disabled or Total Disability means [either]:

- 1. inability of the [Covered Person][Employee] who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; [or]
- 2. inability of the [Covered Person][Employee] who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.]

We, Us, Our

American National Insurance Company.

You, Your

The Employee to whom the certificate is issued.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in the Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage for the Policyholder begins on the Policy Effective Date shown on the Policy's first page [as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied].

Eligibility

An Employee becomes eligible for insurance under the Policy on the date he meets all of the requirements of one of the covered classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits* [and is insured under the Core Plan]. [A Spouse and Dependent Children of an eligible Employee become eligible for any dependent insurance provided by the Policy on the later of the date the Employee becomes eligible and the date the Spouse or Dependent Child meets the applicable definition shown in the *Definitions* section of the Policy.] [No person may be eligible for insurance under the Policy as both an Employee and a Spouse or Dependent Child at the same time.]

An Employee whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the [first day of the month coinciding with or next following] the date of the change.

[The Employee Eligibility Waiting Period may differ for current and newly covered persons.]

Effective Date for Individuals

Insurance becomes effective for an eligible Employee [who applies within 31 days of the date he becomes eligible [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
2. [the date][the first of the month after] the Employee becomes eligible;
3. [the date][the first of the month after] We receive and accept the Employee's completed enrollment form during his lifetime.]

[We may, from time to time, require the Employee to re-enroll using forms supplied by Us to keep his insurance in force.]

[Insurance becomes effective for an Employee's eligible dependents if the Employee applies within 31 days of the date his dependents become eligible] [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
- [2. [the date] [the first of the month after] the Employee's insurance becomes effective;]
- [3. [the date] [the first of the month after] the dependent meets the definition of Spouse or Dependent Child, as applicable;]
4. [the date] [the first of the month after] We receive the Employee's completed enrollment form for Spouse and Dependent Child coverage, during each dependent's lifetime.]

[Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions within 31 days of eligibility] [, and subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
2. [the date] [the first of the month after] the Employee becomes eligible;
3. [the date] [the first of the month after] We receive and accept the Employee's completed enrollment form and the required first premium, during his lifetime.]

[Insurance becomes effective for an Employee's eligible dependents [if the Employee applies and agrees to make required contributions within 31 days of the date his dependents become eligible [and, subject to the *Deferred Effective Date* provision below,] on the latest of the following dates:

1. the effective date of the Policyholder under the Policy;
- [2. [the date] [the first of the month after] the Employee becomes eligible;]

3. [the date] [the first of the month after] the Employee's insurance becomes effective;]
- [4.] [the date] [the first of the month after] the dependent meets the definition of Spouse or Dependent Child, as applicable;
- [5.] [the date] [the first of the month after] We receive and accept a completed enrollment form for Spouse and Dependent Child coverage and the required first premium, during each dependent's lifetime.]

Insurance becomes effective for a newborn Dependent Child automatically from the moment of the child's live birth. Insurance for that Dependent Child automatically ends 31 days later unless the Employee has [a Spouse or other Dependent Children] insured under the Policy or makes a request to cover the child and pays the required initial premium, during the child's lifetime.]

[Newborn Children] Your newborn child is automatically covered from the moment of birth until such child is 90 days old. Coverage for newborns shall be the same as for all other covered Dependents. You must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

[Adopted Children] An adopted child is automatically covered for the first 60 days from the date of the filing of a petition for adoption. Coverage is provided from the moment of birth if the petition for adoption and application for coverage is submitted to Us within 60 days after the birth of the minor. Coverage for such child will be the same as for all other covered Dependents. You must notify the Company in writing within 60 days from the date of the filing of a petition for adoption and pay the required additional premium (if any), in order to have coverage for the adopted child continue beyond such 60 day period.].

[DEFERRED EFFECTIVE DATE]

[Active Service]

The effective date of insurance will be deferred for any Employee [or any eligible Spouse or Dependent Child] who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.]

[Late Enrollment]

If application for insurance is not made within 31 days of the date a person is first eligible for coverage [or a Life Status Change] [or during an Annual Re-Enrollment], the [Covered Person][Employee] will be considered a late enrollee. Coverage for any late enrollee will become effective on the later of the date We approve the required evidence of insurability and receive required premium and the date coverage would otherwise have become effective.]

[Replacement Coverage]

An Employee [and any Spouse and Dependent Children] who were insured under a Prior Plan and who are not in Active Service on the effective date of the Policyholder under the Policy will be insured on that date for the lesser of:

1. the amount of coverage in effect under the Prior Plan on the date it terminated; and
2. the amount of coverage provided under the Policy.

If the amount of coverage otherwise provided by the Policy is greater than the amount provided under the Prior Plan, the greater amount will become effective on the [first day of the month on or after, or first day of the Policy year on or after or date] the Employee, [Spouse or Dependent Child] returns to Active Service.]

[If an Employee is required to contribute to the cost of any portion of his [or his dependents'] insurance and is not in Active Service on the effective date of the Policyholder under the Policy, coverage will terminate 31 days after the Employee returns to Active Service unless he submits an enrollment form and the required initial premium. If the Employee selects the amount of benefit for which he is required to pay premium for himself [or any dependents], the amount in effect under this provision will be the lesser of the amount provided under the Prior Plan and the smallest amount he may select under the Policy.]

[Annual Re-Enrollment]

An Employee currently insured under [the voluntary Accident portion of] the Policy, and a person who is eligible but has not previously enrolled, may increase or become insured for coverage under the Policy during an annual re-enrollment period as agreed to by Us and the Policyholder. An Employee who is insured under the Policy may also elect or increase coverage for his eligible dependents.] Coverage elected during an Annual Re-Enrollment Period will become effective [, subject to the *Active Service* section of the *Deferred Effective Date* provision,] on [the Policy Anniversary following, or first day of the month following the] date We receive a request and any required premium payment.]

[Life Status Change

A Life Status Change an event that the Employer determines qualifies an Employee to [elect,] or increase accident insurance benefits [for himself and his Spouse and Dependent Children]. [Any change in benefit elections must be made within 31 days of a Life Status Change.]

[Life Status Changes that qualify an Employee to [elect or] increase his accident insurance include:

1. marriage;
2. loss of a spouse, whether by death, divorce, annulment or legal separation;
3. birth or adoption of a child, or acquiring a child through marriage]; and
4. an increase in cost or a significant reduction or loss of group accident benefits provided by a Spouse's Plan.]

[Life Status Changes that qualify an Employee to [elect or] increase accident insurance for his Spouse and eligible Dependent Children include:

1. marriage;
2. birth or adoption of a child, or acquiring a child through marriage; and
3. a significant reduction, increase in cost or loss of group accident benefits provided by a Spouse's Plan.

Any increases in benefits or added benefits elected under this Life Status Change provision will become effective on the [first of the month following the] Life Status Change [or the [first day of the month following the] date the Employee applies and agrees to make required contributions].]

[The Policyholder should seek advice of its tax advisors if Employees may contribute to the cost of any insurance provided by the Policy with earnings not subject to Federal Income Tax. We cannot provide such advice nor offer any opinions on taxation or tax status of any contributions toward cost of insurance.]]

Effective Date of Changes

Any increase or decrease in the amount of insurance for the [Covered Person][Employee] resulting from:

1. a change in benefits provided by the Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a [Covered Person][Employee] will end on the earliest date below:

1. the date the Policy or insurance for a covered class is terminated;
- [2. the date the Policyholder's coverage under the Policy ends;]
3. the next premium due date after the date the [Covered Person][Employee] is no longer in a covered class or satisfies eligibility requirements under the Policy;
4. the last day of the last period for which premium is paid;
- [5. the next premium due date after the [Covered Person][Employee] attains the maximum Age for insurance under the Policy, as shown in the *Schedule of Benefits*;]
- [6. with respect to a Spouse [or Dependent Child], the date of the death of the covered [or the date of divorce from the covered Employee, unless the Spouse elects to continue insurance, including insurance on Dependent Children.] See *Continuation of Insurance* section;]
- [7. the date that the plan of benefits under which the [Covered Person][Employee] is covered is terminated.]

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

[CONTINUATION OF INSURANCE

Insurance for the covered Spouse [and Dependent Children] may be continued if a covered Spouse's [and Dependent Children's] insurance would otherwise end because of death of or divorce from the covered Employee. The Covered Spouse must:

1. submit a written request for continued insurance to Us within [31][60][90] days] of the event; and
 2. pay the required premium to the Policyholder, directly to Us.]
- [Insurance continued under this provision may not exceed the amount of insurance in force on the day before insurance as a covered Spouse ended, nor may a Spouse add any dependents for insurance.]

Premiums for insurance continued under this provision will start with the Premium Due Date on or next following the date of the event. If a Spouse does not elect to continue insurance under this provision or does not provide notification within the required time period, insurance will not be continued and any premium paid from the date of the event will be refunded. However, if notification is not given to Us within the time period required in (1.) above, any return of premium will be limited to any excess paid in the last [6][12] months.

Any Continuation of Insurance is subject to Our continuing to offer insurance under the Policy to new applicants.

]

[CONTINUATION OF INSURANCE

We will continue insurance under the Policy for a Spouse [and Dependent Children] of a covered Employee who dies, without payment of premium for [12 - 24 months]. The Spouse [and Dependent Children]: (a) must have been insured under the Policy on the date the Employee died; and (b) must continue to meet all other requirements for eligibility. Coverage continued under this provision will terminate on the earlier of the end of [the 12th month] and the date the Spouse [or any Dependent Child] ceases to meet all other requirements for eligibility.

[Continuation for [Layoff][Leave of Absence][or][Family Medical Leave]

Insurance for an Employee [and covered Dependents] may be continued until the earliest of the following dates if: (a) an Employee is on a temporary [layoff, an Employer-approved leave of absence or an Employer-approved family medical leave]; and (b) required premium contributions are paid when due.

1. [for a layoff,[six months after] [at] the end of the month in which the layoff begins;]
2. [for an Employer-approved leave of absence: [six months after] the end of the month in which the leave begins;]
3. [for an Employer-approved family medical leave 12 weeks in a consecutive 12-month period.]

[Such continuation will [run concurrently with][precede] a continuation during any other leave.]

]

UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

Federal law requires that if an Employee's insurance would otherwise end because he/she enters into active military duty or inactive military duty for training, the Employee may elect to continue insurance [(including Dependents insurance)] in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If Active Work ends because the Employee enters active military duty, insurance may be continued until the earliest of:

1. For Employee [and Employee's covered Dependents]:
 - a. The date the group policy is terminated; or
 - b. The end of the premium period for which premium is paid if the Employee fails to make timely payment of a required premium; or
 - c. The date 24 months after the date the Employee enters active military duty; or
 - d. The date after the day in which the Employee fails to return to Active Work or apply for reemployment with the Policyholder.
2. [For the Employee's covered Dependents:
 - a. The date the dependent no longer meets the definition of an eligible Dependent;

- b. The date the Employee requests to terminate a Dependent's coverage.]

This continuation provision will be in addition to any other continuation provisions described in the Group Policy. Premiums for the continued coverage must be paid in accordance with the Group Policy.

The reinstatement time period under the Group Policy may be extended for an approved leave of absence taken in accordance with the provision of the federal law regarding USERRA.

This is a general summary of the USERRA and how it affects your Group Policy. See Your Employer for further details on this continuation provision.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

(Applies to Employers with 50 or more Employees)

Federal law requires that if an Employee's insurance would otherwise end because of family and medical reasons, the Employee may be entitled to continue insurance in accordance with the Family and Medical Leave Act of 1993 (FMLA). The Employee may continue coverage, and any Dependent coverage, under this Certificate without interruption during the entire approved leave period (FMLA Leave). The FMLA Leave for an Employee is up to 12 weeks in any 12 month period, or for an Employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces (including a member of the National Guard or Reserves), the FMLA Leave is up to 26 weeks during any single 12 month period to care for the servicemember with a serious injury or illness.

An Employee must meet all of the following qualifications to be eligible for FMLA Leave:

- work for a covered Employer;
- worked for the Employer for a total of 12 months;
- worked at least 1,250 hours over the previous 12 months;
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

This is subject to the limitations stated below. No new conditions, eligibility or waiting periods will apply to the coverage upon Your return to an Active Status.

An Employee may be entitled to FMLA Leave for any of the following reasons:

- the birth and care of a newborn child of the Employee ;
- the placement with the Employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the Employee is unable to work because of a serious health condition; or
- a qualifying exigencies arising out of the fact that the Employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

The Employer shall be responsible for the determination of Your eligibility, rights, or length of leave period for FMLA. The Employer shall notify Us of the Employee's FMLA Leave so that the benefits under the Policy will be continued.

Coverage: During FMLA Leave, We shall provide the same coverage the Employee had before FMLA Leave. If the Certificate is amended, the amendments shall apply to any person covered under this benefit provision.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- [1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane];
- [2. commission or attempt to commit a felony or an assault];
- [3. commission of or active participation in a riot, insurrection or terrorist act];
- [4. [bungee jumping;][parachuting;][skydiving;][parasailing;][hang-gliding];
- [5. declared or undeclared war or act of war];
- [6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;] or
- [7. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - [a. except as a fare-paying passenger on a regularly scheduled commercial airline];
 - [b. being flown by the [Covered Person][Employee] or in which the [Covered Person][Employee] is a member of the crew];
 - [c. being used for:
 - [i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying]; or
 - [ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);]
 - [d. designed for flight above or beyond the earth's atmosphere];
 - [e. an ultra-light or glider];
 - [f. being used for the purpose of parachuting or skydiving];
 - [g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;]
- [8. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle];
- [9. participation in any motorized race or contest of speed];
- [10. an accident if the [Covered Person][Employee] is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program];
- [11. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food];
- [12. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice];
- [13. travel or activity outside the United States or Canada];
- [14. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year];
- [15. the [Covered Person's][Employee's] intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred];
- [16. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage];
- [17. injuries compensable under Workers' Compensation law or any similar law];
- [18. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law];
- [19. injuries that result from a non-occupational accident];
- [20. a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium

paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days];

In addition, benefits will not be paid for:

- [21. services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
 - c. living in the [Covered Person's][Employee's] household;
 - d. who is a parent, sibling, spouse or child of the [Covered Person][Employee];
- [22. any Hospital Stay or days of a Hospital Stay that are not appropriate for the condition and locality.]

CLAIM PROVISIONS

Notice of Claim

Written [or authorized electronic/telephonic] notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written [or authorized electronic/telephonic] notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written [or authorized electronic/telephonic] notice was given as soon as was reasonably possible. Notice can be given to Us at Our Home Office in Galveston, Texas, or such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the [Covered Person's][Employee's] name, address, policy and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in the Policy for filing proof of loss, written [or authorized electronic] proof of the nature and extent of the loss for which the claim is made.

[Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.]

Proof of Loss

Written [or authorized electronic] proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written [or authorized electronic] notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written [or authorized electronic] proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims

We will pay benefits due under the Policy for any loss other than a loss for which the Policy provides any periodic payment immediately upon receipt of due written [or authorized electronic] proof of such loss. Subject to due written [or authorized electronic] proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under the Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay [\$1,000 - \$5,000] to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

[Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than:

- [1. the United States of America;]
- [2. Puerto Rico; or]
- [3. the Dominion of Canada].

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under the Policy.]

Physical Examination [and Autopsy]

We, at Our own expense, have the right and opportunity to examine the [Covered Person][Employee] when and as often as We may reasonably require while a claim is pending [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 may be brought to recover under the Policy less than 60 days after written [or authorized electronic] proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary [, or to make any assignment of rights or benefits permitted by the Policy.] [A separate beneficiary may be designated to receive any Accidental Death Benefit payable at the death of the Employee's Spouse or Dependent Child.] [Any Accidental Death Benefit payable at the death of the Employee's Spouse or Dependent Child will be paid to the Employee's estate.]

A beneficiary designation or change will become effective on the date the [Covered Person][Employee] executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the [Covered Person][Employee] will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to [the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the [Covered Person][Employee].]

Or

[the estate of the [Covered Person][Employee].]

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the [Covered Person][Employee] dies, We may recover the overpayment from the [Covered Person][Employee]'s estate.

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. [If a [Covered Person's][Employee's] insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.]

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of the Policy change;
- [2. the terms of the Policyholder's participation change;]
- [3.] a division, subsidiary, affiliated company or eligible class is added or deleted from the Policy;
- [4.] there is a change in the factors bearing on the risk assumed;
- [5.] any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, the Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

Grace Period

[1. Policy

A Policy Grace Period of 31 days will be granted for payment of required premiums under the Policy. The Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time the Policy was in force.]

[2. [Covered Person][Employee]

A Grace Period of 31 days will be granted for payment of required premiums under the Policy. A [Covered Person's][Employee's] insurance under the Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.]

GENERAL PROVISIONS

Entire Contract; Changes

The Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in the Policy will be valid until approved by one of Our executive officers and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

Misstatement of Fact

If the [Covered Person][Employee] has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

Where required by law, We will provide a certificate of insurance for delivery to the [Covered Person][Employee]. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Multiple Certificates

The [Covered Person][Employee] may have in force only one certificate at a time under the Policy. If at any time the [Covered Person][Employee] has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

[A [Covered Person][Employee] is not eligible for insurance under more than [one certificate providing benefits for accident insurance under group policies issued by Us]. If premium is being paid for more than one such certificate, insurance will be in effect under the certificate with the earliest effective date and premiums paid for certificates which are not in effect will be refunded.]]

Assignment

Option 1: Include if no rights and benefits are assignable:

[The rights and benefits under the Policy may not be assigned and any attempt to assign will be void.]

Option 2: Include when no assignment other than benefits that have become payable is permitted:

[The rights and benefits provided by the Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.]

Option 3: Include if assignment is permissible:

[We will be bound by an assignment of a [Covered Person's][Employee's] insurance under the Policy only when the original assignment or a certified copy of the assignment, signed by the [Covered Person][Employee] and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under the Policy and the [Covered Person's][Employee's] certificate remains in force.]

Incontestability

1. Of The Policy or Participation Under The Policy
All statements made by the Policyholder to obtain the Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of the Policy or of participation under the Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause the Policy to be contested except for fraud.

2. Of A [Covered Person's][Employee's] Insurance

All statements made by a [Covered Person][Employee] are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the [Covered Person's][Employee's] effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

[Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. additional information required by Us.]

Policy Termination

We may terminate coverage on or after [the first anniversary of the policy effective date]. The Policyholder may terminate coverage on any premium due date. Written [or authorized electronic] notice must be given at least 31 days prior to such premium due date. [Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.]

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

[Reinstatement

The Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid [, but not to any period more than 60 days prior to the date of reinstatement.]]

Clerical Error

A [Covered Person's][Employee's] insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes

We may agree with the Policyholder to modify a plan of benefits without the [Covered Person's][Employee's] consent.

Workers' Compensation Insurance

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy

This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records

We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of [the Employee][the Covered Person] for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

DESCRIPTION OF [COVERAGES] AND BENEFITS

This Description of [Coverages and] Benefits Section describes the Accident [Coverages and] Benefits provided by the Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within the Policy and are defined in the *General Definitions* section. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these [coverages and] benefits.

[ACCIDENTAL DEATH BENEFIT

Covered Loss	We will pay the benefit shown in the <i>Schedule of Benefits</i> if [a [Covered Person][Employee]] dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the <i>Schedule of Benefits</i>].
Exclusions	Exclusions that apply to this Benefit are specified in <i>Common Exclusions</i> Section.]

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss	We will pay the benefit for any one of the Covered Losses listed in the <i>Schedule of Benefits</i> , if [the [Covered Person][Employee]] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident [within the applicable time period specified in the <i>Schedule of Benefits</i>].
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[If [the [Covered Person][Employee]] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.] If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

[Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.]

[Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.]

[Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.]

[Loss of Hearing means total and permanent loss of ability to hear any sound [in both ears] which is irrecoverable by natural, surgical or artificial means.]

[Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the

metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).]

[Loss of Toes means complete Severance through the metatarsalphalangeal joint.]

[Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.]

[Quadriplegia means total Paralysis of both upper and both lower limbs.]

[Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.]

[Paraplegia means total Paralysis of both lower limbs or both upper limbs.]

[Uniplegia means total Paralysis of one upper or one lower limb.]

[Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which [the [Covered Person][Employee]] is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.]

[Severance means the complete and permanent separation and dismemberment of the part from the body.]

Exclusions

The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[ADDITIONAL ACCIDENTAL DEATH [AND DISMEMBERMENT] COVERAGES]

Accidental Death [and Dismemberment] benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death [and Dismemberment] benefits payable.

[ARMED FORCES COVERAGE]

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if [the [Covered Person][Employee]] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs while he is on active duty in any Armed Forces.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[EXPOSURE AND DISAPPEARANCE COVERAGE]

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if [a [Covered Person][Employee]] suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If [the [Covered Person][Employee]] disappears and is not found within [1 - 7 years] from the date of the wrecking, sinking or disappearance of the conveyance in which [the [Covered Person][Employee]] was riding in the course of a trip which would otherwise be covered under the Policy, it will be presumed that [the [Covered Person's][Employee's]] death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE]

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable subject to the following conditions if [the [Covered Person][Employee]] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the [Covered Person][Employee] is a member of the U.S. Military Reserve or National Guard.

While [the [Covered Person][Employee]] is a member of the U.S. Military Reserve or National Guard, coverage under the Policy will remain in force beyond the 31-day active duty training period and continue:

1. during the [Covered Person's][Employee's] initial training period;
2. if [the [Covered Person][Employee]] is called to active duty [for a domestic emergency].

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[OWNED AIRCRAFT COVERAGE]

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if [the [Covered Person][Employee]] suffers a Covered Loss that results directly and

independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder [or its subsidiaries or affiliates]. A record of eligible Aircraft will be maintained by the Policyholder and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[PILOT COVERAGE

Benefits for Accidental Death [and Dismemberment], as shown in the *Schedule of Covered Losses*, will be payable if [the [Covered Person][Employee]] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while [the [Covered Person][Employee]] is flying as a licensed pilot [or member of the crew] of an Aircraft and meets all of the following requirements:

- [1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us;]
- [2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;]
- [3. completes and maintains a combined minimum of 200 hours of military, private or professional logged flight hours;]
- [4. is flying as a pilot [or member of the crew] of an Aircraft traveling on or transacting business for [the Policyholder or Subscriber]. All trips must have been authorized in advance by the Policyholder;]
- [5. is flying as a pilot [or member of the crew] of an Aircraft [described below] or [on a list of eligible Aircraft maintained by the Policyholder, including a substitute Aircraft with no greater seating capacity while a [specified] or [listed] Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction;]
- [6. is flying as a pilot [or member of the crew] of an Aircraft that is [not] owned, leased, operated or controlled by the Policyholder;]
- [7. is not giving or receiving flight instruction.]

[Description of Aircraft Covered] xxxx will list type of Aircraft, license number and passenger seating capacity: [Boeing 727, License # PA12345, passenger seating capacity: 45]

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.]

[WAR RISK COVERAGE

Benefits for Accidental Death [and Dismemberment] as shown in the *Schedule of Covered Losses*, will be payable, subject to the following conditions and exclusions, if a [Covered Person][Employee] suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur in:

- [1. a specifically described geographic area such as Saudi Arabia, Iran, Serbia]; or
- [2. a generally described geographic area such as worldwide, excluding the United States and its territories and possessions.]

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least 10

days prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

Exclusions

This benefit does not provide coverage when a Covered Loss occurs:
[1. in the United States and its territories and possessions; or]
[2. in any nation of which [the [Covered Person][Employee]] is a citizen.]

[[Other] exclusions that apply to this coverage are in the *Common Exclusions* Section.]

]

ADDITIONAL ACCIDENT BENEFITS

Accidental Death [and Dismemberment] benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death [and Dismemberment] benefit payable.

ADDITIONAL OCCUPATIONAL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered Employee suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that occurs while the covered Employee is on the Policyholder's premises and engaged in the course of his job [or on business travel pre-authorized by the Employer].

[Business travel begins at the actual start of a business trip that has been pre-authorized by the Policyholder, whether the trip starts at the covered Employee's home, place of work, or another place. Business travel coverage:

1. ends when the covered Employee arrives at his home or place of work, whichever happens first; and
2. is not in effect during the covered Employee's Personal Deviation.]

[Business travel includes riding in, or getting on or off of, an Aircraft, but only if:

1. [the covered Employee] is riding as a passenger only, and not as a pilot or member of the crew; and
2. the Aircraft is not being used for any of the following:
 - a. crop dusting, spraying or seeding;
 - b. fire fighting;
 - c. sky writing;
 - d. sky diving or hang gliding;
 - e. pipeline or power line inspection;
 - f. aerial photography or exploration;
 - g. racing;
 - h. endurance tests, stunt or acrobatic flying;
 - i. any operation which requires a special permit from the FAA, even if it is granted unless the permit is required only because of the territory flown over or landed on;
 - j. giving or receiving flying instruction.]

Definitions For purposes of this benefit:

Personal Deviation means an activity that meets all of the following conditions:

1. is not reasonably related to the Policyholder's business trip;
2. is not incidental to the Policyholder's business;
3. occurs prior to the end of the trip [or within [one hour] before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]

- Exclusions** [Business travel coverage is not provided during:
1. normal commuting between the covered Employee's home and place of work; or
 2. the covered Employee's Personal Deviation [in excess of 30 days].]
- [[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

We will pay counseling sessions, up to the Maximum Benefit Amount shown in the *Schedule of Benefits* and subject to the following conditions and exclusions, when [the [Covered Person][Employee]][and/or Immediate Family Member] requires bereavement and trauma counseling because [the [Covered Person][Employee]] suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within [one year] from [the date of the Covered Accident causing the Covered Loss];
2. the expense is charged for a bereavement or trauma counseling session for [the [Covered Person][Employee]][and/or one or more of his Immediate Family Members];
3. counseling is provided under the care, supervision or order of a Physician;
4. a charge would have been made if no insurance existed.

Definitions For purposes of this benefit:

Immediate Family Member means a person who is related to [the [Covered Person][Employee]] 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), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild).

Exclusions Covered bereavement and trauma counseling benefits do not include any expense for which [the [Covered Person][Employee]] is entitled to benefits under any Workers' Compensation Act or similar law.

[[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered Employee suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. the covered Employee is on the Policyholder's premises when the Covered Accident occurs;
2. the Covered Accident is caused by or results from a Bomb Scare, Search or Explosion, as defined below;
3. the covered Employee is an authorized participant of a team or squad engaged in a Bomb Search or related activity;
4. the Policyholder authorizes the covered Employee's participation and sanctions the search.

Definitions For purposes of this benefit:

Bomb means any real or dummy explosive device placed with intent to damage, scare, or cause injury.

Scare means any real or false report of a Bomb on the premises of the Policyholder.

Search means any organized search for a reported Bomb.

Explosion means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. [It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BULLETPROOF VEST BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if the covered Employee [who is Age 18 or older] is on official duty for the Policyholder and is shot during a Covered Accident while wearing a Bulletproof Vest and:

1. the Bulletproof Vest fails to prevent the bullet's penetration through the vest; and
2. such penetration results, directly and independently of all other causes, in [a Covered Loss, Covered Injury].

Definition For purposes of this benefit:

Bulletproof Vest means a protective vest designated as [Threat Level II-A, Threat Level II or Threat Level III-A] [manufactured by a vendor designated by the Policyholder] and [purchased not more than [five years] before the Covered Accident.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BURIAL AND CREMATION BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, for burial or cremation of the covered Employee who dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[BUSINESS TRAVEL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if the covered Employee suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a business trip authorized in advance by the Policyholder. The Covered Loss must be sustained:

1. in the course of the covered Employee's job;
- [2. away from the premises of the Policyholder in the covered Employee's city of permanent assignment].

Coverage will begin at the actual start of a business trip authorized by the Policyholder. It does not matter if the trip starts at the covered Employee's home, place of work, or any other place. Coverage will end when the covered Employee arrives at his home or place of work, whichever happens first.

[Definitions For purposes of this benefit:

Personal Deviation means an activity that meets all of the following conditions:

1. is not reasonably related to the Policyholder's business trip;
2. is not incidental to the Policyholder's business;
3. occurs prior to the end of the trip [or within [one hour] before or after the trip].

[A Personal Deviation does not include extension of a business trip authorized in advance by the Policyholder as necessary to reduce transportation costs.]]

Exclusions Coverage for business travel is not provided during [any of the following]:

1. normal commuting between the covered Employee's home and place of work;
- [2. travel in an Aircraft owned, leased, operated or controlled by the Policyholder;]
3. travel to another location where the Employee is expected to be assigned for more than [60 days] by the Policyholder,;
4. a covered Employee's Personal Deviation [in excess of [31 days]].

[Other exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[CHILD CARE CENTER BENEFIT

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of [the covered Employee, Spouse] results directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. coverage for his Dependent Children was in force on the date of the Covered Accident causing his death: and
2. one or more surviving Dependent Children is under Age [11 - 13]; and
 - [a. was enrolled in a Child Care Center on the date of the Covered Accident; or]
 - [b. enrolls in a Child Care Center within [90 - 365 days] from the date of the Covered Accident].

This benefit will be payable to the Surviving Spouse if the Spouse has custody of the child. If the Surviving Spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each [12 month] period that begins after the date of [the covered Employee's, Spouse's] death. A claim must be submitted to Us at the end of each [12 month] period [with proof of enrollment and attendance]. A [12 month] period begins:

- [1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (2b) above, after [the covered Employee's, Spouse's] death; or]
2. on the first of the month following [the covered Employee's, Spouse's] death, if the Dependent Child was enrolled in a Child Care Center before [the covered Employee's, Spouse's] death.

Each succeeding [12 month] period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

Definitions For purposes of this benefit:

Child Care Center is a facility which:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

[**Surviving Spouse** will include the covered Employee and covered Spouse.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[COMMON CARRIER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if [the [Covered Person][Employee]] suffers a Covered Loss that results directly and independently of all other causes from a Covered

Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

[If [the [Covered Person][Employee]] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

Definition For purposes of this benefit:

Common Carrier means:

1. a public conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or a similar air transport service of another country.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[EMERGENCY ROOM BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, if [a [Covered Person][Employee]] requires Emergency Room Treatment due to a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

Definition For purposes of this benefit:

Emergency Room means a trauma center or a special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[ESCALATOR BENEFIT

We will increase [the [Covered Person's][Employee's]] Principal Sum by [the dollar amount or the percentage of Principal Sum] shown on the *Schedule of Benefits*, subject to the following conditions and exclusions. [[The [Covered Person][Employee]] must be under Age [55 - 60] to be eligible for this benefit.] [Benefit amounts for [a covered Spouse, Dependent Child] will not be increased.]

[The Principal Sum used to calculate this benefit:

1. will be the amount in force when [the [Covered Person][Employee]] first becomes insured for this benefit;
2. will not compound previous Escalator benefit amounts.]

Increases will become effective on each [Policy or certificate anniversary] after [the [Covered Person][Employee]] has been insured for [12 consecutive months]. Benefit increases will occur automatically at the end of each [12 month] period, for a maximum of [five years].

[Increases provided by this benefit will be calculated separately for each additional Principal Sum [the [Covered Person][Employee]] elects. The total amount of all increases will not exceed the highest amount shown in the *Schedule of Benefits*.

[If [the [Covered Person's][Employee's]] Principal Sum is reduced, any increases provided under this benefit will be reduced in the same proportion.]

Exclusions [This benefit will not apply to any *Bonus Benefit*.]

[[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]

]

[FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

We will pay the amount shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when [the [Covered Person][Employee]] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. [A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid.] [The Covered Accident must occur while [the [Covered Person][Employee]] is on the business or premises of the Policyholder.]

To qualify for benefit payment, the Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup;
2. actual or attempted kidnapping;
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

[We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when [the [Covered Person][Employee]] suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault if all of the following conditions are met:

1. [the [Covered Person][Employee]] is covered for Hospital Stay benefits under the Policy;]
2. the Hospital Stay begins within [30 days] of the violent crime/felonious assault;
3. the Hospital Stay is at the direction and under the care of a Physician;]
4. [the [Covered Person][Employee]] provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a violent crime or felonious assault;
5. the Hospital Stay begins while [the [Covered Person][Employee]'s] insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

Definitions For purposes of this benefit:

Fellow Employee means a person employed by the same Employer as [the [Covered Person][Employee]] or by an Employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than [30 – 60] days prior to the date on which the defined violent crime/felonious assault was committed.

Exclusions Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

1. violent crime or felonious assault committed by [the [Covered Person][Employee]]; or
2. felonious assault or violent crime committed upon [the [Covered Person][Employee]] by a Fellow Employee.

[[Other] exclusions that apply to this benefit are in the *Common Exclusions* Section.]]

[HIV OCCUPATIONAL ACCIDENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when the covered Employee suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must occur during the performance of Occupational Duties and result in the covered Employee acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within [one year] of the Covered Injury.

In order to receive this benefit, the covered Employee must satisfy all of the following:

1. submit a Workers' Compensation Injury report to the Policyholder, within 48 hours of the Covered Accident that occurs during the performance of Occupational Duties;

2. test negative for Human Immunodeficiency Virus (HIV) antibodies within 48 hours of such Covered Accident;
3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within one year of the date of the Covered Accident.

Definitions For purposes of this benefit:
Occupational Duties means the performance of normal work duties on behalf of the Policyholder.

HIV means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

Blood Test means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay the Covered Home Alteration and Vehicle Modification Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when [the [Covered Person][Employee]] suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, [the [Covered Person][Employee]] did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, [the [Covered Person][Employee]] now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. [the [Covered Person][Employee]] requires home alteration or vehicle modification within [one year] of the date of the Covered Accident.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[HOSPITAL STAY BENEFIT

We will pay the [daily, monthly] benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, if [the [Covered Person][Employee]] requires a Hospital Stay due to [a Covered Loss] resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within [30 days] of the Covered Accident;
3. begin while [the [Covered Person's][Employee's] insurance is in effect.]

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*. Benefits will be paid retroactively to the first day of the Hospital Stay. [If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[PRIVATE PASSENGER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits* if [the [Covered Person][Employee]] suffers a Covered Loss that results directly and independently of all other causes from a Covered

Accident while driving, riding as a passenger in, or getting in or out of, a Private Passenger Automobile.

Include if Accidental Death and Dismemberment Benefits are not included in the issued policy.
[If [the [Covered Person][Employee]] sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the Covered Loss results in death, benefits will only be paid for Loss of Life.]

Definition For purposes of this benefit:

Private Passenger Automobile means a validly registered, four wheel private passenger car (including Policyholder-owned cars), campers, motorized golf carts, motor homes, non-motorized bicycles, non-motorized adult tricycles, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Automobile.

Any vehicle not defined above will not be considered a Private Passenger Automobile.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[REHABILITATION BENEFIT

We will pay the Rehabilitation Benefit shown in the *Schedule of Benefits*, subject to the following conditions and exclusions, when [the [Covered Person][Employee]] requires rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The [[Covered Person][Employee]] must require Rehabilitation within [two years] after the date of [the Covered Accident, Covered Loss].

Definition For purposes of this benefit:

Rehabilitation means [medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement)] that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to [the [Covered Person's][Employee's]] Covered Loss;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician;
4. prepare [the [Covered Person][Employee]] to return to his or any other occupation.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[SEATBELT [AND AIRBAG] BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when [the [Covered Person][Employee] dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. [An additional benefit is provided if [the [Covered Person][Employee]] was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).]

Verification of proper use of the seatbelt at the time of the Covered Accident [and that the Supplemental Restraint System properly inflated upon impact] must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with [the [Covered Person's][Employee's]] claim to Us.

[If such certification or police report is not available or it is unclear whether [the [Covered Person][Employee]] was wearing a seatbelt [or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System], We will pay a default benefit shown in the *Schedule of Benefits* to [the [Covered Person's][Employee's]] beneficiary.]

[In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.]

Definitions For purposes of this benefit:

[if airbag benefit is included: **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.]

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for [each qualifying Dependent Child] [and][a surviving covered Spouse] who [is/are] insured under the covered Employee's certificate on the date he dies [or if he has been Totally Disabled during the Benefit Waiting Period for Permanent Total Disability benefits.] The Employee's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit [or Permanent Total Disability Benefits] [is, are] payable under the Policy. This benefit is subject to the conditions and exclusions described below.

[A qualifying Dependent Child must:

1. a. [be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the covered Employee's Covered Accident]; *or*
b. [be at the 12th grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within [365 days] from the date of the Covered Accident and continue his education as a full-time student.]
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.]

[A qualifying Dependent Child must:

1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.]

[A qualifying surviving Dependent Child must:

1. enroll as a full-time student at a school of higher learning before reaching the limiting Age for dependent eligibility stated in the Policy;
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.]

[A qualifying surviving Spouse must:

1. enroll in any accredited school for the purpose of retraining or refreshing skills needed for employment within [one year] of the date of the covered Employee's Covered Accident;
2. remain enrolled in such accredited school; and
3. incur expenses payable directly to, or approved by, such school.]

Payments will be made to each qualifying Dependent Child [or to the child's legal guardian, if the child is a minor] at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within [31 days] of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died [or completed the Benefit Waiting Period for Permanent Total Disability benefits], if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

[If no Dependent Child qualifies for Special Education Benefits within [365 days] of the covered Employee's death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.]

[Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Spouse's enrollment and attendance within [31 days] of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse enrolls in an accredited school for the first time following the date the Employee died [or completed the Benefit Waiting Period for Permanent Total Disability benefits]. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.]

[If a surviving Spouse does not qualify for Special Education Benefits within [365 days] of the covered Employee's death [or completion of the Benefit Waiting Period for Permanent Total Disability Benefits], We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.]

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[TOTAL DISABILITY WEEKLY INCOME BENEFIT

We will pay weekly benefits shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, to [the [Covered Person][Employee]] whose Total Disability results, directly and independently of all other causes from, and within [31 days] of, a Covered Accident. Weekly disability benefits will begin when the Totally Disabled [[Covered Person][Employee]] satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that he remains Totally Disabled;
4. is eligible to receive [Accidental Death and Dismemberment benefits] [Permanent Total Disability benefits] for the same Covered Accident];
5. reaches the end of the Maximum Benefit Period shown in the *Schedule of Benefits*.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

[WAIVER OF PREMIUM BENEFIT

We will waive premiums, beginning with those due on and after the end of the Benefit Waiting Period, for a covered Employee [and][Spouse] who:

- a. becomes Totally Disabled [within [30 days] of] [after suffering] a Covered Loss that results directly and independently of all other causes from a Covered Accident; and
- b. satisfies all of the following conditions:
 1. Total Disability must begin before the covered Employee's [Spouse's] [60th] birthday;
 2. We must receive proof satisfactory to Us that Total Disability was continuous during the Benefit Waiting Period;
 3. insurance under the Policy remains in force during the Benefit Waiting Period.

The covered Employee must submit satisfactory proof of continuous Total Disability to Us no more than [three to 12 months] after the date he [became Totally Disabled] [satisfies the Benefit Waiting Period]. Proof of continuing Total Disability must be submitted to Us during the last [three months] of each year. We may have the covered Employee [Spouse] examined as often as reasonably necessary while Totally Disabled, but not more than once a year after two years.

The amount of insurance for which premiums will be waived is the amount in force on the date the covered Employee [Spouse] became Totally Disabled. This amount will be subject to any age reductions applicable during the Benefit Period. Any increases in coverage that would have occurred if the covered Employee [Spouse] were not Totally Disabled will be deferred, as described in the *Deferred Effective Dates* provision of the *Eligibility and Effective Date* section of the Policy.

Premiums will cease to be waived on the earliest of the following dates:

1. the premium due date following the date the covered Employee [Spouse] ceases to be Totally Disabled;
2. the date the covered Employee [Spouse] refuses to be examined or fails to provide required proof of continuing Total Disability;
3. the premium due date following the end of the Benefit Period shown in the *Schedule of Benefits*.

When premiums cease to be waived as described above, insurance provided under the Policy will continue as long as premiums are paid when due.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.]

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

American National Insurance Company
C/O Customer Service Department
[P.O. Box 1820
Galveston, Texas 77553-1820]

Telephone: [1-800-899-6520]
[1-409-763-4661]

[Agent _____
Address _____

Telephone _____]

If we at American National Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact::

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904

Telephone: 1-800-852-5494
1-501-371-2640

E-Mail: insurance@mail.state.ar.us
Web Site: www.state.ar.us/insurance

BENEFIT SECTION [OPTION 4]				
<i>Applicant</i>	<i>Accept</i>	<i>Reject</i>	<i>Requested Amount</i>	<i>Maximum Coverage*</i>
Employee			Number of [\$1000 - \$10,000] Units:	\$
Spouse			Number of [\$1000 - \$10,000] Units:	\$
Children			Number of [\$1000 - \$10,000] Units:	\$

BENEFIT SECTION [OPTION 5]				
<i>Applicant</i>	<i>Accept</i>	<i>Reject</i>	<i>Requested Amount</i>	<i>Maximum Coverage*</i>
Employee Only*			Number of [\$1000 - \$10,000] Units:	\$
Family Plan:*				
Employee			Number of [\$1000 - \$10,000] Units:	\$
Spouse (no children)			[0 – 100%] of Employee's Benefit	\$
Spouse (w children)			[0 – 100%] of Employee's Benefit	\$
Children (no Spouse)			[0 – 100%] of Employee's Benefit	\$
Children (w Spouse)			[0 – 100%] of Employee's Benefit	\$

- All insurance is subject to age-based reduction schedule:
- † Medical underwriting of applicants is required for certain amounts of insurance.

BENEFICIARY					
To specify a beneficiary, complete the section below. You will be the beneficiary for your spouse and child(ren) unless you specify otherwise. When specifying multiple beneficiaries, you must indicate the percentage of distribution for each. If there is not enough room to specify all beneficiaries, attach, sign and date a separate sheet of paper using the format below.					
<i>Insured</i>	<i>Beneficiary(ies)</i>	<i>Percentage</i>	<i>Social Security #</i>	<i>Date of Birth</i>	<i>Relationship</i>
Employee ({{Employer}} Paid Coverage)					
Employee ({{Employee}} Paid Coverage)					

◆◆◆ACCEPTANCE/DECLINATION◆◆◆

I accept the insurance coverages elected above. If premiums are to be paid by payroll, I authorize my employer to deduct the necessary amounts from my earnings. If I have not elected coverage, I understand that if I wish to participate at a later date, I may be required to furnish evidence of insurability at my own expense and that coverage is subject to the Insurance Company's approval.



Signature _____ Date _____

Please Sign Here

Important: You must sign and date the Agreements section.

Applicant's Name _____

Social Security # _____

◆◆◆ AGREEMENTS ◆◆◆

To the best of my knowledge and belief all written, telephonic and electronic info I gave is true and complete. I understand that my insurance will not go into effect unless I am actively at work on the effective date. The conditions for the requested insurance to be effective are described in the policy and certificate. The approval of this request by the Company is one of those conditions. I understand and agree that:

- (1) This request will be a part of the policy that provides the insurance.
- (2) I may need to provide more medical info.
- (3) I may need to take medical tests and report the results to the Company.
- (4) I must report any change in my health that happens before the insurance is effective.
- (5) Requested insurance will not be effective for a person if the person does not meet the underwriting requirements on the date insurance is to be effective.



Sign Here

Employee's Signature

Month/Day/Year

Applicant's Name

Social Security #

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

◆◆◆AUTHORIZATION TO RELEASE INFORMATION◆◆◆

I hereby authorize any: physician; medical practitioner; Hospital; clinic or other medical related facility; insurance company; insurance support organization; business partner, pharmacy, government agency; group policyholder; employer; benefit plan administrator; the Medical Information Bureau; the Department of Motor Vehicle Registration; and paramedical facility, to provide American National Insurance Company or to any agent, attorney, consumer reporting agency, or independent administrator, including medical record retrieval services or pharmaceutical services, acting on American National Insurance Company or its reinsurers' behalf, information concerning advice, care or treatment sought by or provided to me and/or any other Applicant for coverage, including information relating to medical history, medical conditions, treatment, hospitalizations or confinements, ailments, and/or drug, alcohol or tobacco usage of the Applicant(s). It is understood that American National Insurance Company underwriters, claim examiners, reinsurers, attorneys, or the medical director may disclose such health information to the aforementioned parties for purposes of underwriting, compliance, record clarification or explanation, or in response to litigation, summons, or subpoenas. I understand that after this information is disclosed, the recipient may re-disclose it resulting in loss of protection by federal regulations.

I understand that:

- 1) such information will be used by American National Insurance Company for underwriting and insurability determinations;
- 2) I may refuse to sign this authorization and that my refusal to sign will affect my ability to obtain health insurance coverage;
- 3) a picture copy or photocopy of this authorization shall be as valid as the original; and
- 4) any authorized representative of the Proposed Insured is entitled to receive a copy of this authorization upon request.

This authorization is valid from the date signed for a duration of 24 months. I understand I may revoke the authorization, except to the extent that action has been taken in reliance on this authorization, by sending written notice to the Underwriting Department of American National Insurance Company, [P.O. Box 1991, Galveston, Texas 77553]. *I may inspect or copy any information used or disclosed under this authorization, if signed.*



Sign Here

Employee's Signature

Month/Day/Year

Applicant's Name

Social Security #

AMERICAN NATIONAL INSURANCE COMPANY
 One Moody Plaza • Galveston, Texas 77550
 1-800-899-6503
 (a Stock Insurance Company, hereafter called "the Company")

Employer Application for Group Accident Insurance

Part 1— Employer Information

Name of Applicant _____
 (legal name of business entity)

DBA (if applicable) _____

Nature of Business _____ SIC Code _____

Street Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____ Desired Effective Date: _____

Contact Person _____ Title _____

Telephone _____ Fax _____ E-mail _____

Applicant is a: Corporation Partnership Sole Proprietorship Other _____

Are Employees of any affiliate or subsidiary companies to be covered? Yes No
 (If yes, please complete the following for each such affiliate/subsidiary. Attach separate sheet if needed.):

Company Name	Address	Total Employees	Nature of Business	SIC Code

Part 2—Participants and Eligibility

Persons eligible to be covered under the Policy are:

- Full-time Employees (working at least [20 – 40] hours per week),
- Other: _____

,provided that a written application/enrollment has been made and the required premium paid in accordance with the terms of the Policy.

Employee Class	Description of Employee Classes
I	[All full-time Employees working more than 30 hours per week]
II	[Managers and Supervisors]
III	

Any additional classes should be added on the back of this application.

Dependents of members of these eligible classes may also be eligible, provided the dependent insurance option in this application is elected by the Employer, the Policy's requirements for dependent eligibility and enrollment are met, and the correct premium is paid.

Total number of Employees on payroll _____ Full-time _____ Number eligible for coverage _____

WAITING PERIOD:

Initial Group: None ____ Days ____ Months Other _____
 New Enrollees: None ____ Days ____ Months Other _____

CONTRIBUTIONS:	Premium Percentage Payable	
	Employer	Employee
I	[100] %	[0] %
II	[0] %	[100] %
III	[0] %	[100] %

(If Employer pays 100% for any class of participants, all members of that class must be enrolled. Other minimum participation requirements apply.)

[Part 3—Benefit Options

- Accidental Death for Employees*†:**
 (Select one option from table below for each eligible Employee class):

Option A—Multiples of annual salary rounded to next highest [\$1,000.00]
 Option B—Level amount
 Option C – Units of Coverage per [\$1,000.00]

Emp Class	Option			Option A	Option B	Option C	
	A	B	C	Salary Multiplier Maximum	Level Amount Maximum	Unit Maximum	Maximum Amount
I				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$
II				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$
III				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$

- Accidental Death and Dismemberment Insurance for Employees*†:**
 (Select one option from table below for each eligible Employee class):

Option A—Multiples of annual salary rounded to next highest [\$1,000.00]
 Option B—Level amount
 Option C – Units of Coverage per [\$1,000.00]

Emp Class	Option			Option A	Option B	Option C	
	A	B	C	Salary Multiplier Maximum	Level Amount Maximum	Unit Maximum	Maximum Amount
I				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$
II				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$
III				[<input type="checkbox"/> 1x <input type="checkbox"/> 2x <input type="checkbox"/> 3x <input type="checkbox"/> 10x] Maximum Amount: \$	\$		\$

Spouse [& Domestic Partner] Option†:

(Select one option from table below for each eligible Employee class):

Option A—Percentage of Employee’s Principal Sum

Option B—Level amount

Option C – Units of Coverage per [\$1,000.00]

Emp Class	Option			Option A Percentage of Employee’s Principal Sum	Option B Level Amount Maximum	Option C	
	A	B	C			Unit Maximum	Maximum Amount
I				%	[\$]	[\$]	[\$]
I				% with Children	[NA]	[NA]	[NA]
I				% without Children	[NA]	[NA]	[NA]
II				%	[\$]	[\$]	[\$]
II				% with Children	[NA]	[NA]	[NA]
II				% without Children	[NA]	[NA]	[NA]
III				%	[\$]	[\$]	[\$]
III				% with Children	[NA]	[NA]	[NA]
III				% without Children	[NA]	[NA]	[NA]

Dependent children Option†:

(Select one option from table below for each eligible Employee class):

Option A—Percentage of Employee’s Principal Sum

Option B—Level amount

Option C – Units of Coverage per [\$1,000.00]

Emp Class	Option			Option A Percentage of Employee’s Principal Sum	Option B Level Amount Maximum	Option C	
	A	B	C			Unit Maximum	Maximum Amount
I				%	[\$]	[\$]	[\$]
I				% with Spouse	[NA]	[NA]	[NA]
I				% without Spouse	[NA]	[NA]	[NA]
II				%	[\$]	[\$]	[\$]
II				% with Spouse	[NA]	[NA]	[NA]
II				% without Spouse	[NA]	[NA]	[NA]
III				%	[\$]	[\$]	[\$]
III				% with Spouse	[NA]	[NA]	[NA]
III				% without Spouse	[NA]	[NA]	[NA]

• All insurance is subject to age-based reduction schedule:

† Medical underwriting of applicants is required for certain amounts of insurance.

[Additional Accidental Death [and Dismemberment] Coverage:

Armed Forces Coverage: Yes No

Exposure and Disappearance Coverage: Yes No

National Guard and Armed Forces Reserve Coverage: Yes No

Owned Aircraft Coverage: Yes No

Pilot Coverage: Yes No

War Risk Coverage: Yes No

Additional Accident Benefits:

- Additional Occupational Benefit: Yes No
- Bereavement and Trauma Counseling Benefit: Yes No
- Bomb Scare, Bomb Search, or Bomb Explosion Benefit : Yes No
- Bulletproof Vest Benefit: Yes No
- Burial and Cremation Benefit: Yes No
- Child Care Center Benefit: Yes No
- Common Carrier Benefit: Yes No
- Emergency Room Benefit: Yes No
- Escalator Benefit: Yes No
- Felonious Assault and Violent Crime Benefit: Yes No
- HIV Occupational Accident Benefit: Yes No
- Home Alteration and Vehicle Modification Benefit: Yes No
- Hospital Stay Benefit: Yes No
- Private Passenger Benefit: Yes No
- Rehabilitation Benefit: Yes No
- Seatbelt [and Airbag] Benefit: Yes No
- Special Education Benefit: Yes No
- Total Disability Weekly Income Benefit: Yes No
- Waiver of Premium Benefit: Yes No]

Part 4—Disclosures; Applicant’s Acceptance of Terms

Any insurance provided pursuant to this Application shall be subject to all terms and conditions of the Policy issued. It is understood and agreed that only officers of the Company—not your insurance broker—are authorized to change, enlarge, vary or waive any requirements of the Policy. No such change, enlargement, variance or waiver shall be valid unless made a part of the Policy by amendment or other written agreement.

If any Employee (or Spouse [and Domestic Partner] or Dependent if coverage elected) is not in Active Service on the date his coverage is scheduled to become effective, his coverage shall not take effect until he returns to Active Service.

Applicant understands that no insurance shall take effect until all underwriting requirements of the Company have been met. It is further understood that any insurance provided shall take effect on the effective date approved by the Company, and that Applicant should not cancel any predecessor policy or plan until notified by the Company that this Application has been approved.

Dated at _____(city, state) on _____(date)

(Printed or typed name of Applicant’s Authorized Representative)

Authorized Signature of Applicant

Title

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AMERICAN NATIONAL INSURANCE COMPANY

READABILITY CERTIFICATION

We hereby certify that forms AN-GA-P08-AR, AN-GA-C08-AR, AN-GA-A08-AR, AN-GA-E08-AR have achieved a Flesch scale readability score which meets the minimum reading ease score as required by the Arkansas.

James P. Stelling
Vice President, Health Compliance

11/17/2009

Date of Signature