

SERFF Tracking Number:	PLIS-126066176	State:	Arkansas
Filing Company:	Starr Indemnity & Liability Company	State Tracking Number:	41771
Company Tracking Number:	AH-50001		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.000 Health - Blanket Accident/Sickness
Product Name:	Business Travel Accident		
Project Name/Number:	/		

Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: Business Travel Accident	SERFF Tr Num: PLIS-126066176	State: ArkansasLH
TOI: H04 Health - Blanket Accident/Sickness	SERFF Status: Closed	State Tr Num: 41771
Sub-TOI: H04.000 Health - Blanket Accident/Sickness	Co Tr Num: AH-50001	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Author: John Plisky	Disposition Date: 03/12/2009
	Date Submitted: 03/11/2009	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number:	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: Exempt in Texas.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Employer, Blanket
Filing Status Changed: 03/12/2009	Explanation for Other Group Market Type:
	State Status Changed: 03/12/2009
Deemer Date:	Corresponding Filing Tracking Number:
Filing Description:	
Please see attached cover letter.	

Company and Contact

Filing Contact Information

(This filing was made by a third party - pliskypliskyandcollc)

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John Plisky, Consultant j.plisky@verizon.net
Plisky Plisky & Co. LLC (732) 223-0770 [Phone]
Brielle, NJ 08730 (732) 223-1776[FAX]

Filing Company Information

Starr Indemnity & Liability Company CoCode: 38318 State of Domicile: Texas
Administrative Office: Group Code: Company Type:
90 Park Avenue, 7th Floor
New York, NY 10016 Group Name: State ID Number:
(646) 227-6342 ext. [Phone] FEIN Number: 75-1670124

SERFF Tracking Number: *PLIS-126066176* State: *Arkansas*
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Filing Fees

Fee Required? *Yes*
Fee Amount: *\$50.00*
Retaliatory? *No*
Fee Explanation: *\$50 per filing*
Per Company: *No*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starr Indemnity & Liability Company	\$50.00	03/11/2009	26326682

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/12/2009	03/12/2009

SERFF Tracking Number: *PLIS-126066176* State: *Arkansas*
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Disposition

Disposition Date: 03/12/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	cover letter 3-11-09	Approved-Closed	Yes
Supporting Document	list of forms	Approved-Closed	Yes
Supporting Document	expl. of variables	Approved-Closed	Yes
Supporting Document	authorization	Approved-Closed	Yes
Form	Policy	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Master Application	Approved-Closed	Yes
Form	For. Nat'l FOP Rider	Approved-Closed	Yes
Form	War Risk Coverage Rider	Approved-Closed	Yes
Form	Arkansas Endorsement	Approved-Closed	Yes

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 Product Name: Business Travel Accident
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Form Schedule

Lead Form Number: AH-50001

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AH-50001	Policy/Cont	Policy ract/Fraternal Certificate	Initial		0	AH-50001 Policy.pdf
Approved-Closed	AH-50001C	Certificate	Certificate	Initial		0	AH-50001C Certificate.pdf
Approved-Closed	AH-50003-AR	Application/ Master Enrollment Form	Application	Initial		0	AH-50003-AR Master Application.pdf
Approved-Closed	AH-50013	Policy/Cont ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	For. Nat'l FOP Rider	Initial		0	AH-50013 Foreign Natl FOP Rider.pdf
Approved-Closed	AH-50014	Policy/Cont ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	War Risk Coverage Rider	Initial		0	AH-50014 War Risk Rider.pdf
Approved-Closed	AH-50010-AR	Policy/Cont ract/Fraternal Certificate:	Arkansas Endorsement	Initial			AH-50010-AR Endorsement.pdf

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**Amendmen
t, Insert
Page,
Endorseme
nt or Rider**

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, New York 10016]

BUSINESS TRAVEL ACCIDENT BLANKET INSURANCE POLICY

Name of Policyholder: [ABC Policyholder]
Policyholder's Address: [123 Main Street, Anytown, State Zip Code]
Policy Number: [12345]
Policy Effective Date: [January 1, 2009]
Policy Period: [January 1, 2009 - January 1, 2010]

This Policy is a legal contract between the Policyholder and Starr Indemnity & Liability Company (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. Standard Time at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy. This Policy is governed by the laws of the state where it is delivered.

Signed for Starr Indemnity & Liability Company By:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

READ THIS POLICY CAREFULLY

Table of Contents

Section 1: Premiums

Section 2: Policy Provisions

Section 3: Incorporation Provision

Section 1: Premiums

Premiums

The first premium is due and payable on the effective date of the Policy. Subject to the Policy's grace period provision, all premiums after the first premium payment must be paid when or before they are due.

Grace Period

The Company will allow the Policyholder a 31 day grace period for the payment of all premiums after the first premium payment. During this 31 day period, the Policy will stay in force. If the owed premium is not paid by the 31st day, the Policy will automatically terminate. If the Policyholder gives the Company written advance notice of an earlier cancellation date, the Policy will terminate on the earlier date. Premium is due for each day the Policy is in force.

Premium Payments

Premium payments are due and payable in full to a place designated by the Company or, with respect to the initial premium payment, premium payment may be made to an authorized agent of the Company.

Premium Change

The Company may change the premium rates for this Policy on the Anniversary Date after the first year. The Company will give the Policyholder at least forty-five (45) days prior written notice of such change.

Section 2: Policy Provisions

Entire Contract

The contract between the parties consists of:

- 1) the Policy;
- 2) any Certificates incorporated and made a part of the Policy;
- 3) any Riders or Endorsements issued in connection with such Certificates;
- 4) the Policyholder's Application, a copy of which is attached to and made a part of the Policy when issued.

All statements made by the Policyholder or persons insured under the Policy will be deemed representations and not warranties. No statements made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or representative.

Incontestability

Except for non-payment of premium, the insurance provided by the Policy cannot be contested after such insurance has been in effect for a period of 2 years.

Changes

The Company reserves the right to make changes in the Policy. The Company will give the Policyholder 45 days advance written notice of any change. No agent has authority to change or waive any part of the Policy. To be valid, any change or waiver must be in writing, approved by one of the Company's officers and made a part of the Policy.

Clerical Error

Clerical error (whether by the Policyholder, the Plan Administrator, or the Company) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and the Policy.

Conformity with Law

If any provision of the Policy is contrary to state law, such provision is hereby amended to conform to the minimum requirements under state law for residents insured under the Policy. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects the Company's liability under the Policy, The Company may change the Policy, the premiums, or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until the Company gives the Policyholder 45 days notice.

Non-renewal

The Company may choose to not renew this Policy by sending written notice to the Policyholder at least forty-five (45) days before the expiration of the Policy Period.

Cancellation

The Policy may be cancelled by written notice mailed or delivered by the Policyholder to the Company. It becomes effective on the later of:

- 1) the date the Company receives the notice; or
- 2) the date stated in the notice.

In either event:

- 1) The Company will promptly return to the Policyholder any unearned premium; or
- 2) The Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which commenced prior to the effective date of the cancellation.

Certificates

The Company will deliver Certificates to the Policyholder that explain the important features of the Policy:

- 1) As provided for in Section 3 – Incorporation Provision; and
- 2) And where required by law, for delivery to persons covered under the Policy.

Data To Be Furnished

The Policyholder, or any other person designated by the Policyholder, will give the Company all information the Company needs regarding matters pertaining to the insurance. At any reasonable time while the Policy is in force and for [12-24] months after that, the Company may inspect any of the Policyholder’s documents, books, or records which may affect the insurance or premiums of this Policy.

If the Policyholder gives the Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by the Policyholder. Any required adjustment may be made in premiums or benefits.

Right to Audit

The Company reserves the right to audit, once every [1-2] years the Policyholder’s billing records and premium accounting practices. If the Company discovers:

- 1) an underpayment of premium by the Policyholder, the Policyholder will be obligated to remit, in a timely manner, the underpayment amount; or
- 2) an overpayment of premium, the Company will return any overpayment amount in a timely manner; for the previous [1-2] year period.

Not in Lieu of Worker’s Compensation

This Policy does not satisfy any requirement for worker’s compensation insurance.

Time Period

All periods begin and end at 12:01 A.M., Standard Time, at the Policyholder’s address.

Section 3: Incorporation Provision

The Certificate(s) of Insurance and any Endorsements or Riders listed below are attached to, incorporated in, and made a part of, this Policy.

<u>Certificate of Insurance</u> [Form #	<u>Applicable to:</u> All Eligible Persons	<u>Effective Date of Incorporation</u> January 1, 2009	<u>Termination Date</u> January 1, 2010]
<u>Endorsement(s)/Rider(s)</u> [Form #	<u>Applicable to:</u> All Eligible Persons	<u>Effective Date of Incorporation</u> January 1, 2009	<u>Termination Date</u> January 1, 2010]

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, New York 10016]

Business Travel Accident BLANKET INSURANCE CERTIFICATE

Policyholder: [ABC Policyholder]
[123 Main Street]
[Anytown, State Zip Code]

Policy Number: [12345]

Policy Effective Date: [January 1, 2009]
at 12:01 A.M. Standard Time at the **Policyholder's** address

Policy Anniversary Date: [January 1 of each year beginning in 2010]

Certificate Effective Date: [January 1, 2009]

We have issued the Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of the Policy, which are important to You, are summarized in this Certificate ("Certificate") consisting of this form and any additional forms which have been made a part of this Certificate. This Certificate replaces any other Certificate We may have given to You earlier under the Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for Starr Indemnity & Liability Company By:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section. Defined terms include the plural.

*Throughout this certificate the words "**We**," "**Us**" and "**Our**" refer to **Starr Indemnity & Liability Company**. "**You**" and "**Your**" refer to the **Insured Person**.*

Please Read This Certificate Carefully

Table of Contents

Schedule of Benefits

Section I - Benefits

Section II – Eligibility, Effective Date and Termination

Section III – Extensions of Insurance

Section IV – Maximum Payment for Multiple Loss and Multiple Benefits

Section V - Territory

Section VI – General Exclusions

Section VII – Definitions

Section VIII – General Provisions

Schedule of Benefits

[Explanation of Variables Note: Each bracketed benefit or provision will be in-or-out (in if needed, otherwise omitted.) Each bracketed phrase will be in-or-out. Classes of Insured Persons will be as defined by the Policyholder. Bracketed numeric ranges shown are the actual ranges to be used.]

Insured Persons

The following are the **Insured Persons** under the Policy:

<u>Class</u>	<u>Description</u>
[1]	[All [Full-time Employees of the Policyholder]]

If, subject to all the terms and conditions of this Policy **You** are eligible for insurance under multiple **Classes of Insured Persons** described above, then **You** will only be insured under the **Class** which provides the largest **Benefit Amount** for the loss that has occurred.

Hazard

24-Hour Business Travel Hazard

24-Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of the Policy, arising from and occurring while **You** are on **Business Travel** [or **Relocation Travel**].

Insurance under this **24-Hour Business Travel Hazard** begins at the actual start of **Business Travel** [or **Relocation Travel**] whether the point of origin is from **Your** residence or regular place of employment, whichever occurs last. Insurance under this **24-Hour Business Travel Hazard** ends immediately upon return to **Your** residence or regular place of employment, whichever occurs first.

[24-Hour Business Travel Hazard does not include **Commutation**.]

[24-Hour Business Travel Hazard includes **Personal Excursion**.]

Benefits

A) Principal Sum

The following are **Principal Sums** for which insurance applies:

<u>Class</u>	<u>Hazard</u>	<u>Principal Sum</u>
[1]	24-Hour Business Travel Hazard	[\$10,000-\$25,000,000]

B) Accidental Death & Dismemberment Benefit

This Benefit applies to all **Classes of Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

<u>Class</u>		<u>Benefits Amounts</u> <u>(Percentage of Principal</u> <u>Sum):</u>
[1]	Accidental:	
	Loss of Life	100%
	[Loss of Speech and Loss of Hearing	[25-100%]]

[Loss of Speech and One of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	[25-100%]]
[Loss of Hearing and One of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	[25-100%]]
[Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a Combination of Any Two of Loss of Hand, Loss of Foot, or Loss of Sight of One Eye	[25-100%]]
[Quadriplegia	[25-100%]]
[Paraplegia	[25-100%]]
[Hemiplegia	[25-100%]]
[Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any One of Each)	[25-100%]]
[Loss of Speech or Loss of Hearing	[25-100%]]
[Uniplegia	[25-100%]]
[Loss of Thumb and Index Finger of the Same Hand	[25-100%]]

This **Benefit Amount** is subject to Section IV – Maximum Payment for Multiple Losses and Multiple Benefits.

If **You** have multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV – Maximum Payment for Multiple Losses and Multiple Benefits.

C) Additional Benefits

The following are **Benefit Amounts** for all other Benefits provided under the Policy:

Accident [and Emergency Sickness] Medical Expense Benefit

(Applicable only for **Business Travel** outside **Your** country of permanent residence.)

Class	[1]
Accident Maximum Benefit Amount	\$100,000
Accident Deductible	\$100
[Dental Benefit Amount	[\$500-\$10,000]]
[Physical Therapy Benefit Amount	[\$500-\$10,000]]
[Orthopedic Appliance Benefit Amount	[\$500-\$10,000]]
[Transportation Benefit Amount	[\$500-\$10,000]]
[Emergency Sickness Max. Benefit Amnt.	\$100,000
Emergency Sickness Deductible	\$100
[Dental Benefit Amount	[\$500-\$10,000]]
[Physical Therapy Benefit Amount	[\$500-\$10,000]]
[Orthopedic Appliance Benefit Amount	[\$500-\$10,000]]
[Transportation Benefit Amount	[\$500-\$10,000]]

[The **Benefit Amounts** shown above for Dental, Physical Therapy, Orthopedic Appliance, and Transportation are part of, and not in addition to the **Maximum Benefit Amount[s]** for each the **Accident [and Emergency Sickness] Medical Expense Benefit[s]**. Payment of these **Benefit Amounts** reduces and does not increase the **Benefit Amount[s]** for the **Accident [and Emergency Sickness] Medical Expense Benefit[s]**.]

[This **Benefit Amount** is not subject to Section IV – Maximum Payment for Multiple Losses and Multiple Benefits.]

Medical Evacuation and Repatriation

Class	[1]
Maximum Benefit Amount	[\$10,000-\$100,000]
Benefit Amount (Hospital Admission Guaranty)	[\$1,000-\$5,000]
Benefit Amount (Medical Expenses)	[\$1,000-\$10,000]
Family Travel Expense	

(Maximum Per Day)	[\$50-\$100]
(Maximum Number of Days)	[3-7]
Benefit Amount (Evacuation Expenses)	[\$1,000-\$10,000]

[The **Benefit Amounts** shown above for Hospital Admission Guaranty, Medical Expenses, Evacuation Expenses and Family Travel Expense are part of, and not in addition to, the **Maximum Benefit Amount for Medical Evacuation and Repatriation.**]

[This **Benefit Amount** is not subject to Section IV – Maximum Payment for Multiple Losses and Multiple Benefits.]

Political Evacuation Benefit

Maximum Benefit Amount: [\$5,000-\$100,000]

Paralysis Benefit

See Benefit]

Day Care Benefit

Benefit Percentage: [5%-25%] of **Principal Sum**

Maximum Benefit Amount: [\$5,000-\$100,000]

[Minimum Benefit Amount: [\$2,500-\$50,000]]

Rehabilitation Benefit

Benefit Percentage: [5%-25%] of **Principal Sum**

Maximum Benefit Amount: [\$5,000-\$100,000]

Coma Benefit

Waiting Period: [1-60] days

Maximum Benefit Amount: [\$5,000-\$100,000]

Therapeutic Counseling Benefit

Benefit Percentage: [5%-25%] of **Principal Sum**

Maximum Benefit Amount: [\$5,000-\$100,000]

Permanent Total Disability Benefit

Disability Commencement Period: [90-365] days after **Accident**

Qualification Period: [1-13] weeks

Weekly Benefit Amount: [\$100-\$2,000] per week

Payment Period: [13-156] weeks]

Accelerated Benefit

See Benefit]

Seat Belt [and Air Bag] Benefit

Seat Belt Benefit Percentage: [5%-25%] of **Principal Sum**

Seat Belt Maximum Benefit Amount: [\$5,000-\$100,000]

[Sea Belt Minimum Benefit Amount: [\$1,000-\$10,000]

[Air Bag Benefit Percentage: [5%-25%] of **Principal Sum**

Air Bag Maximum Benefit Amount: [\$5,000-\$100,000]]

Child Education Benefit

Benefit Percentage: [5%-25%] of **Principal Sum**

Maximum Benefit Amount: [\$5,000-\$100,000]

Minimum Benefit Amount: [\$2,500-\$50,000]]

Spouse Education Benefit

Benefit Percentage: [5%-25%] of **Principal Sum**

Maximum Benefit Amount: [\$5,000-\$100,000]

Minimum Benefit Amount: [\$2,500-\$50,000]]

Accident Total Disability Benefit

Monthly Benefit Amount: [\$1,000-\$10,000] per month

Waiting Period:

[1-6] months

Maximum Payment Period:

[3-120] months]

Aggregate Limit of Insurance

[\$1,000,000-\$20,000,000] Per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the **Aggregate Limit of Insurance** shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable **Aggregate Limit of Insurance** shown above, then the **Aggregate Limit of Insurance** will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

Section I - Benefits

[Explanation of Variables Note: Each bracketed benefit will be in-or-out (in if needed, otherwise omitted.) Each bracketed phrase will be in-or-out. Bracketed numeric ranges shown are the actual ranges to be used.]

Subject to all of the terms and conditions of this Policy and the payment of required premium, We will provide the following Insurance:

Accidental Death and Dismemberment Benefit

We will pay the applicable **Benefit Amount**, shown in the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while **You** are insured under the Policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

Accident Medical Expense Benefit

(Applicable only for Business Travel outside Your country of permanent residence)

We will reimburse up to the **Maximum Benefit Amount** for **Accident Medical Expense** if **Accidental Bodily Injury** causes **You** to incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within 365 days of the date of the **Accident** that caused the **Accidental Bodily Injury**. The **Benefit Amount** for **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** is subject to the Deductible and **Maximum Benefit Amount** as shown in the Schedule of Benefits. The **Benefit Amount** for **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under the Policy.

Emergency Sickness Medical Expense Benefit

(Applicable only for Business Travel outside Your country of permanent residence)

We will reimburse up to the **Maximum Benefit Amount** for **Emergency Sickness Medical Expense** if **Emergency Sickness** causes **You** to incur **Medical Expenses** for care and treatment of the **Emergency Sickness** within 365 days of the date of the **onset of the Emergency Sickness**. The **Benefit Amount** for **Emergency Sickness Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the onset of the **Emergency Sickness**. The **Benefit Amount** is subject to the Deductible and **Maximum Benefit Amount** as shown in the Schedule of Benefits. The **Benefit Amount** for **Emergency Sickness Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under the Policy.]

[Payment of the **Maximum Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense** is also subject to the following:

Dental Benefit Amount:

If, due to **Accidental Bodily Injury** [or **Emergency Sickness**], **You** require dental care and treatment, then **Our** payment for such treatment will not exceed the **Dental Benefit Amount**, shown in the Schedule of Benefits].

Physical Therapy Benefit Amount

If, due to **Accidental Bodily Injury** [or **Emergency Sickness**], **You** are not **Hospital** confined and require diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage or any form of physical therapy and the office visit associate with such therapy, then **Our** payment for such therapy will not exceed the **Physical Therapy Benefit Amount**, shown in the Schedule of Benefits].

Orthopedic Appliance Benefit Amount

If, due to **Accidental Bodily Injury** [or **Emergency Sickness**], **You** are not **Hospital** confined and require orthopedic appliance or braces, then **Our** payment for such appliances or braces will not exceed the Orthopedic Appliance **Benefit Amount**, shown in the Schedule of Benefits].

Transportation Benefit Amount

If, due to **Accidental Bodily Injury** [or **Emergency Sickness**], **Your** require transportation to the nearest location where appropriate medical care and treatment can be provided, then **Our** payment for transportation expenses will not exceed the Transportation **Benefit Amount**, shown in the Schedule of Benefits].

In no event will **Our** total payments for **Your** Dental, Physical Therapy, Orthopedic Appliances, Transportation and **Medical Expense** exceed the **Maximum Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense**, shown in the Schedule of Benefits].

Excess Provision

The **Maximum Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense** is payable on an excess basis. **We** will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting amount [less the Deductible]. In no event will **We** pay more than the **Maximum Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense**, shown in the Schedule of Benefits].

Deductible

The Deductible shown in the Schedule of Benefits, will be deducted from any **Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense** that **We** pay. This Deductible applies separately to each **Accident [and Emergency Sickness]**.

Limitations on Accident [and Emergency Sickness] Medical Expense

In addition to the Exclusions shown in Section VI, the **Benefit Amount** for **Accident [and Emergency Sickness] Medical Expense** does not apply to charges and services:

- 1) For which **You** have no obligation to pay;
- 2) For treatment by a person employed or retained by the **Policyholder**;
- 3) For any injury occurring while fighting, except in self-defense;
- 4) For treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 5) For treatment involving conditions caused by Repetitive Motion Injuries or cumulative trauma and not a result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.]

Medical Evacuation and Repatriation Benefit

If **Your Accidental Bodily Injury** [or **Emergency Sickness**], occurs while insured under a **Hazard** and requires **Your Medical Evacuation** or **Repatriation** while **You** are on a covered trip, then **We** will pay the **Covered Expenses** for such **Medical Evacuation** or **Repatriation** up to the **Benefit Amount** for **Medical Evacuation**, shown in the Schedule of Benefits. The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable in addition to any other applicable **Benefit Amounts** under the Policy.

This insurance applies only if the covered trip:

- 1) Is more than [50-100] miles from **Your** primary residence; and
- 2) Lasts no more than [30-365] consecutive days.

The **Medical Evacuation** or **Repatriation** must be ordered by a **Physician**, who certifies that the **Medical Evacuation** or **Repatriation** is necessary to prevent death or serious deterioration of **Your** medical condition.

The **Medical Evacuation** or **Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

If **Your Accidental Bodily Injury** [or **Emergency Sickness**] occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while **You** are on a covered trip, then **We** will guarantee payment of the **Hospital Admission Guaranty**, shown in the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

If **Your Accidental Bodily Injury** [or **Emergency Sickness**] occurs during an insured **Hazard** and requires a **Hospital** stay for more than [3-7] days while **You** are on a covered trip, then **We** will pay the **Benefit Amount** for **Family Travel Expense**, if all the following conditions are met:

- 1) **You** are confined to a **Hospital**; and
- 2) The **Hospital** is at least [5-100] miles from **Your** permanent residence; and
- 3) All transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

If **Your Accidental Bodily Injury** [or **Emergency Sickness**] occurs during an insured **Hazard** and requires a **Hospital** stay for more than [3-7] days while **You** are on a covered trip, then **We** will pay the expenses incurred for an accompanying dependent child to return to his or her primary residence. All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

[The **Benefit Amount** for **Medical Evacuation and Repatriation** is payable on an excess basis. **We** will determine the charges for **Medical Evacuation** or **Repatriation**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**].

The **Benefit Amounts** for Hospital Admission Guaranty, Medical Expenses, Evacuation Expenses and Family Travel Expense are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation**. In no event will **We** pay more than the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation** shown in the Schedule of Benefits.]

Political Evacuation Benefit

[If **You** who reside in the United States are on a covered trip while insured under a **Hazard**, and the United States Department of State issues a travel warning for the country where **You** are traveling, then **We** will reimburse **Evacuation Expenses** up to the **Benefit Amount** for **Evacuation Expenses**, shown in the Schedule of Benefits. All arrangements must be approved and arranged by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

[This benefit does not apply to **You** traveling to any country excluded from coverage by the attached War Risk Coverage Rider.]].

Paralysis Benefit

This benefit provides a lump sum benefit payment if, as the result of an Injury, **You** sustain **Paralysis**.

Benefits are payable, if the following conditions are met:

- 1) such **Paralysis** occurs within [180][365] days of the date of the **Accident**;
- 2) [the **Paralysis** continues for [6][12] consecutive months;]
- 3) A competent medical authority, acceptable to **Us**, determines the **Paralysis** to be permanent, complete and irreversible; and
- 4) **You** sustain any of the losses described below.

We will pay [after the[6th] [12th] month of **Paralysis**,] a lump sum benefit amount based on **Your Principal Sum**, equal to the percent of **Principal Sum** listed below.

[Uniplegia	25% of Principal Sum Payable]
[Hemiplegia	50% of Principal Sum Payable]
[Paraplegia	50% of Principal Sum Payable]
[Triplegia	75% of Principal Sum Payable]
[Quadriplegia	100% of Principal Sum Payable]

Unless specifically stated otherwise, the total amount of benefits payable under the **Paralysis Benefit**, in addition to any other benefits payable under the **Policy**, cannot exceed the **Principal Sum**. The most **We** will pay under the **Policy** for all losses resulting from any one **Accident** is **Your Principal Sum**.]

Day Care Benefit

If **You** sustain an Injury that results in **Loss of Life** payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Day Care Benefit** for each of your **Dependent Children** if such **Dependent Child** is under age 4 at the time of **Your** death.

This Benefit will be paid:

- 1) after **We** receive proof of enrollment in a **Day Care Program** as described in this Benefit; and
- 2) according to the **General Provisions** of the **Policy**.

We will make one **Day Care Benefit** payment each year, for a maximum of [2-4] **Day Care Benefit** payments, for each **Dependent Child**. The **Benefit** will be paid to the person who has primary responsibility for the **Dependent Child's Day Care** expenses.

Proof of enrollment satisfactory to **Us** for each **Dependent Child** in a **Day Care Program** includes, but will not be limited to, the following:

- 1) a copy of the **Dependent Child's** approved enrollment application in a **Day Care Program**;
- 2) cancelled checks(s) evidencing payment to a **Day Care** facility or **Day Care** provider;
- 3) a letter from the **Day Care** facility or **Day Care** provider stating that the **Dependent Child**:
 - a) is attending a **Day Care** Program; or
 - b) has been enrolled in a **Day Care** Program and will be attending within [365 days] of the date of the date of the death.

Proof of enrollment must be sent to **Us** prior to the last day of the 12th month following the date of death.

If **You** die, the **Day Care Benefit** provides an annual amount equal to [the lesser of:

- 1) the amount resulting from multiplying **Your Principal Sum** by the **Day Care Benefit Percentage**; or
- 2) the **Maximum Amount** for this Benefit.]

[**We** will pay the **Minimum Amount** for this Benefit if:

- 1) a **Principal Sum** is payable because of **Your** death; and
- 2) no person qualifies as a **Dependent Child** eligible for the **Day Care Benefit**.]

“**Day Care or Day Care Program**” means a program of child care which:

- 1) if operated in a private home, school, or other facility;
- 2) provides, and makes and charge for, the care of children; and
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state of jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

“**Dependent Child**” means, with respect to this **Benefit**, **Your** or **Your** spouse's unmarried child, stepchild, legally adopted child, child in the process of adoption of foster child who is less than age 4 and primarily dependent on **You** or **Your** spouse for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Benefits.]

Rehabilitation Benefit

If **You** sustain an **Injury** which results in a **Loss** other than **Loss of life**, payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Rehabilitation Benefit** for **Rehabilitative Program Expenses Incurred** within one (1) year of the date of **Accident**.

This Benefit will be paid:

- 1) after **We** receive proof of **Expenses Incurred** for a **Rehabilitative Program**, in accordance with Proof of Loss provision; and
- 2) according to the **General Provisions** of the **Policy**.

The **Rehabilitation Benefit** provides an amount equal to the least of:

- 1) the actual **Expense Incurred** for a **Rehabilitative Program**;
- 2) the amount resulting from multiplying **Your** amount of **Principal Sum** by the **Rehabilitation Benefit Percentage**; or
- 3) the **Maximum Amount** for this **Benefit**.

“**Rehabilitative Program**” means any training which:

- 1) is required due to **Your** Injury; and
- 2) prepares **You** for an occupation for which **You** were not previously trained.

“**Expenses Incurred**” means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Coma Benefit

If, as a result of an **Injury**, **You**:

- 1) are in a **Coma** within [31-90] days from the date of **Accident**; and
- 2) remain continuously in a **Coma** for at least the number of days shown as the **Waiting Period**;

We will pay [1%-5%] of the **Coma Maximum Benefit Amount** for each month after the **Waiting Period** that **You** remain in a **Coma**.

This **Benefit** will be paid:

- 1) after **We** receive **Proof of Loss**, in accordance with the **Proof of Loss** provision; and
- 3) according to the **General Provisions** of the **Policy**.

We will pay the benefit until the earliest to occur of:

- 1) [the end of the month in which **You** die;
- 2) the end of the month in which **You** recover from the **Coma**; or
- 3) when the total payment equals the **Coma Maximum Benefit Amount**.

The **Coma Maximum Benefit** equals **Your** amount of **Principal Sum** less all other payments under The **Policy** for the **Injury**.

“**Coma**” means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a **Physician**.

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Therapeutic Counseling Benefit

If **You** sustain an **Injury** that results in a **Loss**, other than **Loss of life**, that is payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Therapeutic Counseling Benefit** if **You** require **Therapeutic Counseling** due to the **Loss**.

This **Benefit** will be paid:

- 1) after **We** receive **Proof of Loss**, in accordance with the **Proof of Loss** provision; and
- 2) according to the **General Provisions** of The **Policy**.

Therapeutic Counseling must:

- 1) begin within 90 days of the date of the **Loss**; and
- 2) be incurred no later than one year of the date of the **Loss**.

The **Therapeutic Counseling Benefit** is an amount equal to the [the least of:

- 1) the **Reasonable and Customary Charge** incurred for **Therapeutic Counseling**;
- 2) the amount resulting from multiplying **Your** amount of **Principal Sum** by the **Therapeutic Counseling Percentage**; or
- 3) the **Maximum Amount** for this **Benefit**.]

“**Therapeutic Counseling**” means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Permanent Total Disability Benefit

If **You** are **Disabled** and **Your Disability**:

- 1) began within the **Disability Commencement Period** after the **Accident**;
- 2) continued without interruption for at least the **Qualification Period**; and
- 3) is reasonably expected to continue without interruption until death;

This **Benefit** will be paid:

- 1) after **We** receive **Proof of Loss** for **You** while **You** are alive, in accordance with the **Proof of Loss** provision; and
- 2) according to the **General Provisions** of the **Policy**.

We will pay **Your** amount of **Weekly Benefit** less any amount paid or payable under the **Accidental Death and Dismemberment Benefit** for each week of **Disability**.

Payment of the **Weekly Benefit** will not exceed the **Payment Period**. **We** will pay one-seventh for each day of a partial week of the **Total Disability**.

“**Disabled or Total Disability**”, for the purpose of this **Benefit**, means **Your** inability to perform the material and substantial duties of any occupation which **You** are suited by education, training and experience.

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Accelerated Benefit

In the event that **You** are **Terminally Injured**, **You** may be eligible to receive an **Accelerated Benefit**. **We** will pay the applicable **Accelerated Benefit** amount as shown below, provided **You**:

- 1) are under age [60-70]; and
- 2) give **Proof of Loss** to **Us** of such **Terminal Injury**.

You must request in writing that a portion of **Your** amount of **Accidental Death and Dismemberment Benefit** be paid as an **Accelerated Benefit**.

However, if **You** are incompetent or unable to provide a request for the **Accelerated Benefit**, **Your** legal guardian may submit the request.

The Amount of **Accidental Death and Dismemberment Benefit** payable upon **Your** death will be reduced by any **Accelerated Benefit Amount** paid under this benefit.

You may request a minimum **Accelerated Benefit** amount of [\$3,000, and a maximum of \$100,000]. However, in no event will the **Accelerated Benefit Amount** exceed [30%] of **Your** amount of **Accidental Death and Dismemberment Benefit**. [This option may be exercised only once for **You**].

[For example, if **You** are covered for an **Accidental Death and Dismemberment Benefit Amount** under the **Policy** of \$100,000 and are **Terminally Injured**, **You** can request any portion of the amount of **Accidental Death and Dismemberment Benefits** from [\$3,000 to \$30,000] to be paid now instead of to **Your Beneficiary** upon death. However, if **You** decide to request only [\$3,000] now, **You** cannot request the additional [\$27,000] in the future].

Any benefits received under this benefit may be taxable. **You** should consult a personal tax advisor for further information.

[In the event:

- 1) **You** are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency required **You** to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an **Accelerated Benefit**.]

If **You** have executed an assignment of rights and interest with respect to **Your** amount of **Accidental Death and Dismemberment Benefits**, in order to receive the **Accelerated Benefit**, **We** must receive a release from the assignee before any benefits are payable.

“**Terminal Injury**” or “**Terminally Injured**” means **Your** bodily injury which:

- 1) resulted directly and independently of all other causes from an **Accident** which occurred while **You** were covered under the **Policy**; and
- 2) resulted in **You** having a life expectancy of [6-12] months or less.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from **Injury**.]

Seat Belt [and Air Bag] Benefit

If **You** sustain an **Injury** that results in a **Loss** payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Seat Belt [and Air Bag] Benefit** if the **Accidental Bodily Injury** occurred while **You** were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a **Seat Belt** at the time of the **Accident** as verified on the police accident report.

This **Benefit** will be paid:

- 1) after **We** receive **Proof of Loss**, in accordance with the **Proof of Loss** provision; and
- 2) according to the **General Provisions** of The **Policy**.

[If a **Seat Belt Benefit** is payable, **We** will also pay an **Air Bag Benefit** if **You** were:

- 1) positioned in a seat equipped with a factory-installed **Air Bag**; and
- 2) properly strapped in the **Seat Belt** when the **Air Bag** inflated.]

The **Seat Belt Benefit** is the lesser of

- 1) an amount resulting from multiplying **Your** amount of **Principal Sum** by the **Seat Belt Benefit Percentage**; or
- 2) the **Maximum Amount for this Benefit**.

[The **Air Bag Benefit** is the lesser of:

- 1) an amount resulting from multiplying **Your** amount of **Principal Sum** by the **Air Bag Benefit Percentage**; or
- 2) the **Maximum Amount for this Benefit**].

[If it cannot be determined that **You** were wearing a **Seat Belt** at the time of an **Accident**, a **Minimum Benefit**] will be payable under the **Seat Belt Benefit**.]

“**Accident**”, for the purpose of this **Benefit** only, means the unintentional collision of a **Motor Vehicle** during which **You** were wearing a **Seat Belt**.

[“**Air Bag**” means an inflatable supplemental passive restraint system installed by the manufacturer of the **Motor Vehicle** or its proper replacement parts installed as required by the

Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from injury and death. An **Air Bag** is not considered a **Seat Belt**.]

"Motor Vehicle" means a self-propelled, four (4) or more wheeled:

- 1) private passenger car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck

not being used as a common carrier (transporting passengers for hire).

"Seat Belt" means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the **Motor Vehicle**, or proper replacement parts installed as required by the **Motor Vehicle's** manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the **National Safety Council** and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

[**The Seat Belt [and Air Bag] Benefit** will not be payable if **You** are operating the **Motor Vehicle** at the time of the **Accident** while:

- 1) **Intoxicated**; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a **Physician**.

"Intoxicated" means:

- 1) the blood and alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the **Accident** occurred.]

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Child Education Benefit

If **You** sustain an **Injury** that results in **Loss of Life** payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Child Education Benefit** to **Your Dependent Child(ren)** as follows:

This **Benefit** will be paid:

- 1) after **We** receive proof that your **Dependent Child(ren)** qualify as a **Student**, as defined in this **Benefit**; and
- 2) according to the **General Provisions** of the **Policy**.

If **You** die, the **Child Education Benefit** provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your **Principal Sum** by the **Child Education Percentage**; or
- 2) the **Maximum Amount** for this **Benefit**.

The **Child Education Benefit** is payable to each of **Your Dependent Child(ren)**:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to **Us** that he or she is a **Student**.

If he or she is a minor, **We** will pay the benefit to the **Student's** legal guardian.

We will pay the **Child Education Benefit** to a qualifying **Student** until the first to occur of:

- 1) **Our** payment of the [second-fourth] **Child Education Benefit** to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which **We** have not received proof satisfactory to **Us** that he or she is a **Student**.

We will not pay more than one **Child Education Benefit** to any one **Student** during any one school year.

We will pay the **Minimum Amount** for this **Benefit** if:

- 1) a **Principal Sum** is payable because of **Your** death; and
- 2) no person qualifies as a **Student**.

Student means Your **Dependent Child** on the date of **Your** death and:

- 1) is a full-time [(at least 12 course credit hours per semester)] post-high school student at an accredited institution of learning on the date of **Your** death; or
- 2) became a full-time [(at least 12 course credit hours per semester)] post-high school student at an accredited institution of learning within 365 days after **Your** death and was a student in the 12th grade on the date of **Your** death.

If the institution establishes full-time status in any other manner, **We** reserve the right to determine whether the **Dependent Child** qualifies as a **Student**.

“**Dependent Child(ren)**” means **Your**, or **Your** spouse’s, unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 26 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on **You** for financial support and maintenance.

The specific amounts for this **Benefit** are shown in the **Schedule of Benefits**.]

Spouse Education Benefit

If **You** sustain an **Injury** that results in a **Loss of Life** payable under the **Accidental Death and Dismemberment Benefit**, **We** will pay an additional **Spouse Education Benefit** to **Your** surviving **Spouse** as follows:

This **Benefit** will be paid:

- 1) after **We** receive proof satisfactory to **Us** that the **Spouse** has enrolled in an **Occupational Training** program; and
- 2) according to the **General Provisions** of the **Policy**.

The **Spouse Education Benefit** is the least of;

- 1) the **Expense Incurred** for **Occupational Training**.
- 2) the amount resulting from multiplying **Your Principal Sum** by the **Spouse Education Benefit Percentage**; or
- 3) the **Maximum amount** for this **Benefit**.

If a **Principal Sum** is payable because of **Your** death and there is no surviving **Spouse**, **We** will pay the **Minimum Amount** for this **Benefit**.

Your surviving **Spouse** must enroll in **Occupational Training**:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of **Your** death.

“**Occupational Training**” means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the **Spouse** for an occupation for which he or she was not previously qualified.

“**Expenses Incurred**” means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed;

for the **Occupational Training**. The expense must be incurred within two (2) years of the date of **Your** death.

“**Spouse**” means **Your** husband or wife or domestic partner who is recognized as such by the laws of the jurisdiction in which **You** reside.

The specific amounts for this Benefit are shown in the **Schedule of Benefits.**]

[Accident Total Disability Benefit

The benefit amount payable will be the lesser of:

- 1) the **Monthly Benefit Amount**; or
- 2) [10-100%] of **Your Basic Monthly Pay**, minus any benefit for loss of income:
 - a) As a result of the period of **Disability** for which **You** are claiming benefits under this plan [and all **Policies** combined which provide an Accident Total Disability Benefit, issued by **Us** to the **Policyholder**]; [and
 - b) pursuant to any temporary or permanent disability benefits under a Workers’ Compensation Law, occupational disease law or similar law, including those for which **You** could collect but did not apply]; [and
 - c) pursuant to any plan or arrangement of coverage, [other than income from any accumulated sick time, salary continuation, or paid time off], whether insured or not, which is received from **Your** employer as a result of employment by or association with such employer] [or which is the result of membership in or association with any group, association, union or other organization] for which **You** are eligible or that are paid to **You.**]]

[If **You** have more than one covered **Accident** under this benefit, only one benefit, the largest, will be payable].

The **Waiting Period**, **Maximum Payment Period**, and **Monthly Benefit Amount** are shown in the **Schedule of Benefits**. The **Waiting Period** and **Maximum Payment Period** apply separately to each period of **Total Disability**.

[Option 1:

“**Basic Monthly Pay**” means **Your** regular monthly rate of pay, [not counting bonuses, commissions, tips and tokens, overtime pay or any other fringe benefit or extra compensation], in effect on the last day **You** were **Actively at Work** before **You** became **Disabled**].

[Option 2:

“**Basic Monthly Pay**” means the 12 month average of **Your** regular monthly rate of pay, [not including commissions, bonuses, overtime pay or any other fringe benefit or extra compensation], with such 12 month period ending on the last day of active employment prior to becoming **Disabled**].

“**Actively at Work**” means **You** are performing the material and substantial duties of **Your** regular occupation for the **Policyholder** for compensation.

“**Period of Disability**” means a continuous length of time during which **You** are **Disabled** under the **Policy**.

“**Regular Care of a Physician**” means that **You** are being treated by a **Physician**:

- 1) whose medical training and clinical experience are suitable to treat **Your** disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;

to achieve the maximum medical improvement and until such time as the maximum point of recovery is obtained.

Successive Periods of Disability:

“**Periods of Disability**”:

- 1) due to the same or related medical causes; and
 - 2) separated by less than [30-90] days during which **You** are **Actively at Work**;
- will be considered one **Period of Disability**.

Periods of Disability separated by at least [30-90] days during which **You** are **Actively at Work** will be considered separate **Periods of Disability**.

Benefits during any **Period of Disability** as the result of more than one **Accidental Bodily Injury** will be considered the same as if the disability resulted from only one cause.

“Totally Disabled” or “Total Disability”, for the purpose of this **Benefit**, means **Your** inability to perform the material and substantial duties of **Your** usual occupation [, and after one year, any occupation for which **You** are suited by education, training and experience];

“Waiting Period” means the number of consecutive days at the beginning of a period of **Total Disability** which must elapse before benefits are payable. The **Waiting Period**:

- 1) begins on the first day of **Your Total Disability**; and
- 2) is satisfied when **You** have been continuously **Totally Disabled** for the number of days shown in the **Schedule of Benefits**].

[If **You** cease to be **Totally Disabled** and return to work for a total of 14 days or less that **You** work, **You** must be **Totally Disabled** by the same condition for the total **Waiting Period**].

Section II – Eligibility, Effective Date and Termination

Eligibility

You become insured under the Policy if:

- 1) **You** are a member of an eligible **Class** of **Insured Persons** as shown in the Schedule of Benefits; and
- 2) **Your** required premium has been paid.

Effective Date of Your Insurance

Your insurance becomes effective on the latest of:

- 1) The effective date of the Policy;
- 2) The date on which **You** first meet the eligibility criteria as an **Insured Person**; or
- 3) The beginning of the period for which the required premium is paid for **You**.

Termination of Your Insurance

Your insurance automatically terminates on the earliest of:

- 1) The termination date of the Policy;
- 2) The expiration of the period for which the required premium has been paid for **You**;
- 3) The date on which **You** no longer meet the eligibility criteria as an **Insured Person**.

Section III – Extensions of Insurance

Extensions of insurance are subject to all other Policy terms and conditions.

Disappearance

If **You** have not been found within one (1) year of the disappearance, stranding, sinking or wrecking of any **Conveyance** in which **You** were an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of the Policy, that **You** have suffered **Loss of Life** insured under the Policy.

Exposure

If an **Accident** resulting from an insured **Hazard** causes **You** to be unavoidably exposed to the elements and as a result of such exposure **You** have a **Loss**, then such **Loss** will be insured under the Policy.

Section IV – Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of the Policy, **You** are entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all Benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under the Policy.

If, subject to all the terms and conditions of the Policy, **You** suffer multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

Section V – Territory

This insurance applies worldwide [except as specified in the attached War Risk Coverage Rider].

Section VI – General Exclusions

[Explanation of Variables Note: Each bracketed Exclusion will be in-or-out (in if needed, otherwise omitted.) Each bracketed phrase will be in-or-out. Bracketed numeric ranges shown are the actual ranges to be used.]

The following exclusions apply to all Benefits or Hazards under the Policy. Additional exclusions, limitations or conditions may also apply to specific Benefits or Hazards. Please read this entire Certificate carefully.

Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** being in, entering, or exiting any aircraft:

- 1) Owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) Operated by an employee of the **Policyholder** on the **Policyholder's** behalf.]

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency].

Disease or Illness

[Except for the specific conditions covered and the specific benefits provided by [the Accident and Emergency Sickness Medical Expense Benefit][and][the Medical Evacuation and Repatriation Benefit],] this insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **Your** emotional trauma, mental or physical illness, disease, normal pregnancy, including complications of pregnancy, childbirth or miscarriage, bacterial infection (except when the direct result of an Accidental Bodily Injury), viral or fungal infection, bodily malfunctions or medical or surgical treatment thereof. A non-elective caesarean section directly caused by an **Accident** will be treated as any other **Accident**.

Incarceration

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, any occurrence while **You** are incarcerated after conviction.

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** participating in military action while in active military service with the armed forces of any country or established international authority. [However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority].]

Specialized Aviation

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**].

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **Your** suicide, attempted suicide or intentionally self-inflicted injury.

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

Section VII – Definitions

[Explanation of Variables Note: Each bracketed Definition will be in-or-out (in if needed, otherwise omitted.) Each bracketed phrase will be in-or-out. Bracketed numeric ranges shown are the actual ranges to be used.]

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

“**Accident or Accidental**” means a sudden, unforeseen, and unexpected event which:

- 1) Happens by chance;
- 2) Arises from a source external to **You**;
- 3) Is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) Occurs while **You** are insured under the Policy which is in force; and
- 5) Is the direct cause of Loss.

Accidental Bodily Injury

“**Accidental Bodily Injury**” means bodily injury which:

- 1) Is **Accidental**;
- 2) Is the direct cause of a loss; and
- 3) Occurs while **You** are insured under this Policy, which is in force.

[**Accidental Bodily Injury** does not mean a **Repetitive Motion Injury**].

Ambulatory Medical Center

“**Ambulatory Medical Center**” means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician’s** office.]

Assistance Services Administrator

“**Assistance Services Administrator**” means the organization that contracts with the **Company** to provide [**Medical Evacuation and Repatriation**] [or] [**Political Evacuation Benefit**] services to **You**].

Benefit Amount

“**Benefit Amount**” means the amount stated in the Schedule of Benefits which applies:

- 1) At the time of an **Accident**;
- 2) To **You**; and
- 3) For the applicable **Hazard**.

Business Travel

“**Business Travel**” means travel by **You**:

- 1) Away from **Your** regular place of employment;
- 2) At the authorization and direction [and expense] of the **Policyholder**;
- 3) On the **Policyholder’s** business[; and
- 4) For periods of [30-365] days or less].

[**Business Travel** does not include **Commutation**]. [**Business Travel** includes **Personal Excursion**].

Class

“**Class**” means the categories of **Insured Persons** described in the Schedule of Benefits.

Commutation

“**Commutation**” means travel between **Your** residence and regular place of employment.

Conveyance

“**Conveyance**” means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction].

[Covered Expenses

With respect to **Medical Evacuation**, "**Covered Expenses**" means the cost for:

- 1) A land, water or air **Conveyance**, required to transport **You** during a **Medical Evaluation**. Special transportation by, but not limited to: air ambulances, land ambulances and private motor vehicles must:
 - a. Be recommended by an attending **Physician**; and
 - b. Comply with the standard regulations of the **Conveyance** transporting **You**.
The means of transportation that is best suited to accommodate **You** based on the seriousness of **Your** condition, will be used.
- 2) Medical supplies and services which are:
 - a. Ordered or prescribed by an attending **Physician**; and
 - b. Are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Your Medical Evacuation**.

With respect to **Repatriation**, "**Covered Expenses**" means the cost for:

- 1) **Your Repatriation**; and
- 2) Medical supplies and services which:
 - a. Are ordered or prescribed by an attending **Physician**; and
 - b. Are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Your Repatriation**; or
 - c. Are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for **You** will be by the most direct and economical route. All **Covered Expenses** must be arranged and approved by the **Assistance Service Administrator**.

Covered Expenses do not include those expenses incurred by **You** which occurs while **You** are:

- 1) Traveling against the advice of a **Physician**; or
- 2) Traveling for the purpose of obtaining medical treatment.]

[Emergency Medical Treatment

"**Emergency Medical Treatment**" means treatment of a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain, that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

- 1) placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- 2) serious impairment to bodily functions; or
- 3) serious dysfunction of any bodily organ or part.]

[Emergency Sickness

"**Emergency Sickness**" means an illness diagnosed by a **Physician** which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of **Your** condition or place **Your** life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the **Policy** is in force as to the person suffering the symptom and under the circumstances described in a covered **Hazard** and under a covered **Benefit**.]

[Evacuation Expenses

"**Evacuation Expenses**" means:

- 1) The cost for a land, water or air **Conveyance**, required to transport **You** from the country which the travel warning has been issued to **Your** domicile or permanent residence; and
- 2) Where **You** are unable to return to **Your** domicile or permanent residence, the costs for temporary lodging in the nearest place of safety for up to [7-30] days.

All transportation arrangements made by the most direct and economical route. All **Evacuation Expenses** must be arranged by and receive the prior approval of **Our Assistance Service Administrator**].

Family Travel Expense

“Family Travel Expense” means actual costs incurred by an **Immediate Family Member** for temporary lodging, transportation and meals while traveling to and from visits with **You**].

Full-Time Employee

“Full-Time Employee” means an employee of the Policyholder who works at least [30 hours] per week]. *[Note: The minimum number of hours will be defined by the Policyholder and will never be less than the minimum prescribed by any applicable state law.]*

Hazard

“Hazard” means the circumstances for which this insurance is provided as stated in the Schedule of Benefits as described in the **Hazard** Section.

Hemiplegia

“Hemiplegia” means the total **Paralysis** of one arm and one leg on the same side of the body, as determined by a **Physician** approved by **Us**].

Hospital

“Hospital” means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
- 4) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- 1) a nursing home, convalescent home, or skilled nursing facility;
- 2) a place of rest, custodial care, or for the aged;
- 3) a clinic; or
- 4) a place for the treatment of mental illness, alcoholism or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a Hospital if it is:

- 1) part of the institution that meets the above requirements; and
- 2) listed in the American Hospital Association Guide as a general Hospital.]

Hospital Admission Guaranty

“Hospital Admission Guaranty” means any charge or expense made by a **Hospital** prior to and as a condition of **Your** admission].

Immediate Family Member

“Immediate Family Member” means **Your**:

- 1) Spouse or legally recognized domestic partner;
- 2) Children including adopted children or stepchildren;
- 3) Legal guardians or wards;
- 4) Siblings or siblings-in-law;
- 5) Parents or parents-in-law;
- 6) Grandparents or grandchildren;
- 7) Aunts or uncles;
- 8) Nieces and nephews.

Immediate Family Member also means a spouse’s or domestic partner’s children, including adopted children or stepchildren, legal guardians or wards, siblings or siblings-in-law, parents or parents-in-law, grandparents or grandchildren, aunts or uncles, nieces or nephews].

Insured Person

“**Insured Person**” means a person, qualifying as a **Class** member in the Schedule of Benefits on whose behalf the premium is paid.

Leased Aircraft

“**Leased Aircraft**” means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be [longer than one (1) week] [more than [two (2) trips].]

Loss of Foot

“**Loss of Foot**” means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.]

Loss of Hand

“**Loss of Hand**” means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.]

Loss of Hearing

“**Loss of Hearing**” means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.]

Loss of Life

“**Loss of Life**” means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

Loss of Sight

“**Loss of Sight**” means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.]

Loss of Sight of One Eye

“**Loss of Sight of One Eye**” means permanent loss of vision in one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.]

Loss of Speech

“**Loss of Speech**” means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.]

Loss of Thumb and Index Finger

“**Loss of Thumb and Index Finger**” means complete severance through the metacarpal phalangeal joints of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.]

Medical Evacuation

“**Medical Evacuation**” means **Your** emergency transportation to the nearest **Hospital** where appropriate medical care and treatment can be provided].

Medical Expense

“Medical Expense” means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Body Injuries** sustained in an **Accident** [or the care and treatment of **Emergency Sickness**].

Medically Necessary

“Medically Necessary” means a medical or dental service, supply or course of treatment which:

- 1) Is ordered or prescribed by a **Physician**;
- 2) Is appropriate and consistent with the patient's diagnosis;
- 3) Is in accord with current accepted medical or dental practice; and
- 4) Could not be eliminated without adversely affecting the patient's condition].

Medical Services

“Medical Services” means **Medically Necessary** services, including but not limited to:

- 1) Medical care and treatment by a **Physician** or a registered nurse (R.N);
- 2) **Hospital** semi-private room and board and **Hospital** care, both inpatient and outpatient (or, when **Medically Necessary**, room and board in an intensive care or cardiac care unit);
- 3) **Hospital** ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an **Ambulatory Medical Center**;
- 4) Drugs and medicines required, prescribed and administered by a **Physician**, or that can be obtained only with a **Physician's** written prescription;
- 5) Anesthetics and the administration of anesthetics;
- 6) Diagnostic tests and x-rays prescribed by a **Physician**, including laboratory tests and radiological procedures;
- 7) Blood, blood products and artificial blood products, and the transfusion thereof;
- 8) **Your** transportation in an emergency transportation vehicle to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 9) Dental care and treatment due to **Accidental Bodily Injury**;
- 10) Physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy, and occupational therapy;
- 11) Treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 12) Rental of durable medical equipment;
- 13) Artificial limbs, artificial eyes and other prosthetic devices;
- 14) Orthopedic appliances or braces;
- 15) Eyeglasses, contact lenses and other vision or hearing aids.]

Other Plan

“Other Plan” means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- 1) group insurance, whether on an insured or self-funded basis;
- 2) hospital or medical service organizations on a group basis;
- 3) Health Maintenance Organizations on a group basis;
- 4) group labor management plans;
- 5) employee benefit organization plan;
- 6) professional association plans on a group basis;
- 7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- 8) automobile no-fault coverage (unless prohibited by law).]

Operated Aircraft

“Operated Aircraft” means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.]

Owned Aircraft

“Owned Aircraft” means any aircraft to which the **Policyholder** holds legal or equitable title.]

[Paralysis

“**Paralysis**” means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity. Paralysis must be the result of an injury to the brain or spinal cord and without the severance of a limb.]

[Paraplegia

“**Paraplegia**” means the total **Paralysis** of both legs, as determined by a **Physician** approved by **Us**].

[Personal Excursion

“**Personal Excursion**” means travel or activities that are unrelated to the **Policyholder’s** business and which take place away from **Your** residence or regular place of employment. Such travel or activities must coincide with **Your Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive [24-72]-hour period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**].

[Physician

“**Physician**” means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

Physician does not include:

- 1) **You**;
- 2) An **Immediate Family Member**;
- 3) **Your** employer or business partner; or
- 4) The **Policyholder**.]

[Principal Sum

“**Principal Sum**” means the amount of insurance appearing in the Schedule of Benefits applicable to each **Class**.

[Quadriplegia

“**Quadriplegia**” means the total Paralysis of both arms and legs, as determined by a **Physician** approved by **Us**].

[Reasonable and Customary Charge

“**Reasonable and Customary Charge**” means the lesser of:

- 1) The actual charge made; or
- 2) The charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other healthcare providers for a given service or supply in the geographical area where it is furnished].

[Relocation Travel

“**Relocation Travel**” means travel by **You**:

- 1) Between **Your** old and new regular places of employment or residence as part of a **Relocation**; and
- 2) At the **Policyholder’s** authorization, direction and expense].

[Relocation

“**Relocation**” means **Your** transfer by the **Policyholder** from **Your** current regular place of employment with the **Policyholder** to a new regular place of employment with the **Policyholder** that is more than [50-100] miles from such current place of employment].

[Repatriation

“**Repatriation**” means:

- 1) **Your** transfer from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to **Your** domicile or permanent residence; and
- 2) The necessary arrangements for the return of **Your** remains to **Your** domicile or permanent residence in the event of **Your Loss of Life**].

[Repetitive Motion Injury]

“**Repetitive Motion Injury**” means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, tendinitis, and Carpal Tunnel Syndrome.].

[Specialized Aviation Activity]

“**Specialized Aviation Activity**” means any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted].

[Triplegia]

“**Triplegia**” means the total **Paralysis** of three limbs, as determined by a **Physician** approved by **Us**].

[Uniplegia]

“**Uniplegia**” means the total **Paralysis** of one arm or one leg, as determined by a **Physician** approved by **Us**].

War

“**War**” means:

- 1) Hostilities following a formal declaration of war by a governmental authority;
- 2) In the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
- 3) Armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

We, Us, and Our

“**We,**” “**Us**” and “**Our**” means Starr Indemnity & Liability Company.

You and Your

“**You**” and “**Your**” means a person enrolled for insurance as a member of the **Class of Insured Persons** as described in the Schedule of Benefits. The Benefits for each **Class** are described in the Schedule of Benefits.

Section VIII – General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in the Schedule of Benefits, **Insured Persons**, will automatically be insured under the Policy.

Benefit Assignment

You may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by **You** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

Beneficiary

A) Designation

You have the right to designate a beneficiary. All beneficiary designations must be:

- 1) In writing;
- 2) Filed with the **Policyholder**; and
- 3) Provided to **Us** at the time of claim; or
- 4) At such other time as **We** may require.

B) Change

You, and no one else, unless there is an irrevocable assignment, have the right to change the beneficiary except as set forth above. **You** do not need the consent of anyone to do so. All beneficiary changes must be:

- 1) In writing;
- 2) Filed with the **Policyholder**; and
- 3) Provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by **You**.

If **You** have not chosen a beneficiary or if there is no beneficiary alive when **You** die, then **We** will pay the **Benefit Amount** for **Loss of Life** to **Your** estate.

All other **Benefit Amounts** are paid to **You**, unless otherwise directed by **You** or **Your** designee, or unless otherwise noted in the Policy.

If any beneficiary has not reached the legal age of maturity, then **We** will pay such beneficiary's legal guardian.

Claim Notice

Written Claim Notice must be given to **Us** or **Our** authorized representative within thirty (30) days after the occurrence or commencement of any **Loss** covered by the Policy or as soon as reasonably possible. Notice must include enough information to identify **You** and the **Policyholder**. Failure to give Claim Notice within thirty (30) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **We** will acknowledge this written Claim Notice within thirty (30) days after receipt of such Claim Notice.

Claim Forms

When **We** receive notice of a claim, **We** will send **You** or **Your** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If **You** or **Your** designee do not receive the forms, then **You** or **Your** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within 180 days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within 180 days after the date of **Loss**, or as soon as reasonably possible.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

Claim Payment

For benefits payable involving periodic payments, **We** will pay **You** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**. **We** will acknowledge Claim Notice within thirty (30) days of receipt of such Claim Notice.

For all benefits payable under the Policy, except those for periodic payments, **We** will pay **You** or **Your** beneficiary the applicable **Benefit Amount** immediately after **We** receive complete **Proof of Loss**.

[Explanation of Variables Note: The Coordination of Benefits provision will be in-or-out.]

Coordination of Benefits

This Coordination of Benefit provision only applies to the Accident [and Emergency Sickness] Medical Expense Benefit.

- A) This Coordination of Benefits (COB) provision applies to **This Plan** when **You** have healthcare coverage under more than one **Plan**. “**Plan**” and “**This Plan**” are defined below:
- B) If this COB provision applies, the order of benefit determination rules shall be looked at first. The rules determine whether the benefits of **This Plan** are determined before or after those of another **Plan**. The benefits of **This Plan**:
 - i. Shall not be reduced when, under the order of benefit determination rules, **This Plan** determines its benefits before another **Plan**; but
 - ii. May be reduced when, under the order of benefit determination rules, another **Plan** determines its benefits first.

Definitions

- A) “**Allowable Expense**” means a necessary, reasonable, and customary item of expense for healthcare, when the item of expense is covered at least in part by one or more **Plans** covering the person for whom the claim is made.

The difference between the cost of a private Hospital room and the cost of a semi-private Hospital room is not considered an **Allowable Expense** unless the patient’s stay in a private Hospital room is medically necessary either in terms of generally accepted medical practice or as specifically defined in the **Plan**.

When a **Plan** provides benefits in the form of services, the reasonable cash value of each service rendered shall be considered both an **Allowable Expense** and a benefit paid.

- B) “**Claim Determination Period**” means a calendar year. However, it does not include any part of a year during which a person has no coverage under **This Plan** or any part of a year before the date this COB provision or a similar provision takes effect.

- C) “**Plan**” means any of the following which provides benefits or services for, or because of, medical or dental care of treatment:
- i. Group insurance or group-type coverage, whether insured or uninsured, that includes continuous 24-hour coverage. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
 - ii. Coverage under a governmental plan or coverage that is required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). It also does not include any plan whose benefits, by law, are excess to those of any private insurance program or other non-governmental program.

Each contract or other arrangement for coverage under (i) or (ii) is a separate **Plan**. If an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate **Plan**.

- D) “**Primary Plan/Secondary Plan.**” The order of benefit determination rules state whether **This Plan** is a **Primary Plan** or **Secondary Plan** as to another **Plan** covering the person. When **This Plan** is a **Secondary Plan**, its benefits are determined after those of the other **Plan** and may be reduced because of the other **Plan’s** benefits.

When **This Plan** is a **Primary Plan**, its benefits are determined before those of the other **Plan** and without considering the other **Plan’s** benefits.

When there are more than two **Plans** covering the person, **This Plan** may be a **Primary Plan** as to one or more other **Plans** and may be a **Secondary Plan** as to a different **Plan** or **Plans**.

- E) “**This Plan**” means the part of the Policy that provides benefits for healthcare expenses.

Order of Benefit Determination Rules

- A) **General:** When there is a basis for a claim under **This Plan** and another **Plan**, **This Plan** is a **Secondary Plan** which has its benefits determined after those of the other **Plan**, unless:
- i. The other **Plan** has rules coordinating its benefits with those of **This Plan**; and
 - ii. Both those rules and **This Plan’s** rules described below require that **This Plan’s** benefits be determined before those of the other **Plan**.
- B) **Rules:** **This Plan** determines its order of benefits using the first of the following rules which applies:
- i. **Non-Dependent/Dependent:** The benefits of the **Plan** which covers the person as an employee, member or subscriber are determined before those of the **Plan** which covers the person as a dependent of an employee, member or subscriber.
 - ii. **Dependent Child/Parents Not Separated or Divorced:** Except as stated below, when **This Plan** and another **Plan** cover the same child as a dependent of different persons, called “parents:”
 - i. The benefits of the **Plan** of the parent whose birthday falls earlier in the calendar year are determined before those of the **Plan** of the parent whose birthday falls later in that calendar year; but
 - ii. If both parents have the same birthday, the benefits of the **Plan** which covered the parent longer are determined before those of the **Plan** which covered the other parent for a shorter period of time.
However, if the other **Plan** does not have this rule described above but instead has a rule based upon the gender of the parent, and if, as a result,

the **Plans** do not agree on the order of benefits, the rule in the other Plan shall determine the order of benefits.

- iii. **Dependent Child/Separated or Divorced Parents:** If two or more **Plans** cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
 - i. First, the **Plan** of the parent with custody of the child;
 - ii. Then, the **Plan** of the spouse of the parent with custody of the child; and
 - iii. Finally, the **Plan** of the parent not having custody of the child.

Also, if the specific terms of a court decree state that the parents have joint custody of the child and do not specify that one parent has responsibility for the child's healthcare expenses or if the court decree states that both parents shall be responsible for the healthcare needs of the child but gives physical custody of the child to one parent, and the entities obligated to pay or provide the benefits of the respective parents' **Plans** have actual knowledge of those terms, benefits for the dependent child shall be determined according to the rules above.

However, if the specific terms of a court decree state that one of the parents is responsible for the healthcare expenses of the child, and the entity obligated to pay or provide the benefits of the **Plan** of that parent has actual knowledge of those terms, the benefits of that **Plan** are determined first. This paragraph does not apply with respect to any **Claim Determination Period** or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

- iv. **Active/Inactive Employee:** The benefits of a **Plan** which covers a person as an employee who is neither laid off nor retired or as that employee's **Dependent** are determined before those of a **Plan** which covers that person as a laid-off or retired employee or as that employee's **Dependent**. If the other **Plan** does not have this rule and if, as a result, the Plans do not agree on the order of Benefits, this rule is ignored.
- v. **Continuation Coverage:**
 - a. If a person has continuation coverage under federal or state law and is also covered under another plan, the following shall determine the order of benefits:
 - i. First, the benefits of a plan covering the person as an employee, member or subscriber or as a dependent of an employee, member or subscriber.
 - ii. Second, the benefits under the continuation coverage.
 - b. If the other plan does not have the rule, and if, as a result, the plans do not agree on the order of benefits, this is ignored.
- vi. **Longer/Shorter Length of Coverage:** If none of the above rules determines the order of benefits, the benefits of the **Plan** which covered an employee, member or subscriber longer are determined before those of the **Plan** which covered that person for the shorter time.

Effect on the Benefits of This Plan

- A) **When This Section Applies:** This Section applies when, in accordance with the Order of Benefit Determination Rules, this **Plan** is a **Secondary Plan** as to one or more other **Plans**. In that event, the benefits of **This Plan** may be reduced under this section. Such other **Plan** or **Plans** are referred to as "the other Plans."
- B) **Reduction in This Plan's Benefits:** The benefits of **This Plan** will be reduced when the sum of the following exceed the **Allowable Expenses** in a **Claim Determination Period**:
 - i. The benefits that would be payable for the **Allowable Expenses** under **This Plan** in the absence of this COB provision; and
 - ii. The benefits that would be payable for the **Allowable Expenses** under the other **Plans**, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made. Under this provision, the benefits of **This Plan** will

be reduced so that they and the benefits payable under the other **Plans** do not total more than those **Allowable Expenses**.

When the benefits of **This Plan** are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of **This Plan**.

Right to Receive and Release Needed Information

We have the right to receive the facts **We** need to apply these COB rules. **We** may get needed facts from or give them to any other organization or person without the consent of the insured, but only as needed to apply these COB rules. Medical records remain confidential as provided by state law. Each person claiming benefits under **This Plan** must give to **Us** any facts **We** need to pay the claim.

Facility of Payment

A payment made under another **Plan** may include an amount which should have been paid under **This Plan**. If it does, **We** may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under **This Plan**. **We** will not have to pay that amount again. The term "Payment Made" means reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by **Us** is more than it should have paid under this COB provision, **We** may recover the excess from one or more of:

- A) The persons it has paid or for whom it has paid;
- B) Insurance companies; or
- C) Other organizations.

The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.]

Claim and Suit Cooperation

In the event of a claim under the Policy, the **Policyholder**, **You** or **Your** beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under the Policy, then the **Policyholder**, **You** or **Your** beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, **You** or **Your** beneficiary must not, except at **Your** own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Governing Jurisdiction and Conformance with Statutes

The Policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of the Policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Policy is delivered are amended to conform to such statutes, laws or regulations.

Inadvertent Error

The insurance provided under the Policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of the Policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** or by **Us** to the **Policyholder**.

Legal Action Against Us

No legal action may be brought to recover on the Policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given.

Physical Examination and Autopsy

We have the right to have **You** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements made by the **Policyholder** or **You** to void the insurance or reduce benefits payable under the Policy, or to otherwise contest the validity of the Policy, unless such statements are contained in a written document signed by the **Policyholder** or **You**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, **You** or **Your** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and **You** to be representations and not warranties.

Except for nonpayment of premium, **We** will not use statements made by the **Policyholder** or **You** regarding insurability to contest the validity of the Policy when the statements are made more than two (2) years after the Policy has been in force during **Your** lifetime.

Nothing in this section will preclude **Us** from asserting at any time defenses based on a claimant's ineligibility for insurance under the Policy or upon any other Policy provision or condition.

Titles of Paragraphs

The titles of the various paragraphs of the Policy and any endorsements attached to the Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

Workers' Compensation

The benefits payable under the Policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, NY 10016]

MASTER APPLICATION

Application is made by [ABC Policyholder] (the Policyholder)
for Business Travel Accident Insurance as shown on the attached Schedule of Benefits.

All statements made by the Policyholder in this Application will be deemed representations and not warranties.

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

The terms of the Policy are hereby approved and accepted by the named Policyholder. The Policy will take effect on the Effective Date specified on the Policy.

Date

Date

Authorized Signature

[Licensed Resident] Agent's Signature

Officer's Name

[Licensed Resident] Agent's Name

Title

[Licensed Resident Agent ID#]

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, New York 10016]

Foreign National Facility of Payment Rider

This **Rider** is attached to and made a part of **Policy Number** [12345] issued to [ABC Policyholder] (**the Policyholder**).

Effective [12/01/09], the **Policy** and **Certificate** are hereby amended as follows:

A) The following is added to the Beneficiary provision appearing in Section VIII – General Provisions of the Certificate:

- 1) If an **Insured Person** entitled to receive a **Benefit Amount** for a covered **Loss**, or a designated **Beneficiary** or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a **Foreign National**, and **We** are unable to make payment directly to such **Foreign National** as a matter of law in the jurisdiction where such **Foreign National** is located, then:
 - i. **We** will pay an account of such **Foreign National** in the United States of America; or
 - ii. if **We** are unable to make payment as per (i) above because such **Foreign National** is unable or unwilling to identify an account in the United States of America, then **We** will pay the **Policyholder** on behalf of such **Foreign National**. It shall then be the responsibility of the **Policyholder** to remit payment of the **Benefit Amount** for **Loss of Life** or other **Benefit Amount** to such **Foreign National**. Nothing herein shall be construed as a designation of the **Policyholder** as the **Insured Person's** beneficiary.
- 2) If an **Insured Person** entitled to receive a **Benefit Amount** for a covered **Loss**, or a designated **Beneficiary** or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a United States citizen resident in a jurisdiction other than the United States of America, and **We** are unable to make payment directly to such **Insured Person**, designated **Beneficiary** or other person as a matter of law in the jurisdiction where such person is located, then **We** will pay an account of such **Insured Person**, designated **Beneficiary** or other person located in the United States of America.
- 3) Payment to the **Policyholder** of a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under the Policy, pursuant to the procedures set forth above, shall fully release **Us** from any and all liability to the **Policyholder** for such covered **Loss**. If the **Policyholder** fails to timely remit **Our** payment for covered **Loss** to any **Insured Person**, designated **Beneficiary** or other person per the procedures set forth above, then the **Policyholder** shall indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us**, including but not limited to interest, penalties and attorneys' fees, resulting from such failure to remit payment.

If **We** must make a second payment for such covered **Loss** to an **Insured Person**, designated **Beneficiary** or other person (whether in the United States of America or otherwise), then **We** shall be fully released from any and all liability for such covered **Loss** to such **Insured Person**, designated **Beneficiary** or other person to the extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered **Loss**.

B) Section VII – Definitions of the Certificate is amended to add the following definition:

“**Foreign National**” means an **Insured Person**, designated **Beneficiary** of an **Insured Person** or other person entitled to receive a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under the Policy, who is:

- 1) A citizen of a jurisdiction other than the United States of America; and
- 2) Resident in a jurisdiction other than the United States of America.

All other terms and conditions of the **Policy** and **Certificate** remain unchanged.

Signed for the **Company**:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, NY 10016]

WAR RISK COVERAGE RIDER

[Explanation of Variables Note: Each bracketed phrase will be in-or-out. Bracketed numeric ranges shown are the actual ranges to be used.]

This **Rider** is attached to and made a part of **Policy Number** [12345] issued to [ABC Policyholder] (**the Policyholder**).

Effective [12/01/09], the **Policy** and **Certificate** are hereby amended as follows:

In consideration of payment of any additional required premium, **War Risk Coverage** is added to the **Policy**.

The **Exclusion** for **War** in **Section VI – General Exclusions** of the **Certificate** is deleted in its entirety and is replaced with the following:

The **Policy** [will only] [will not] cover **Loss** resulting from war or act of war, whether declared or not, occurring within the geographical limits, the territorial waters or the airspace above:

- 1) *[list countries]*; [or
- 2) any country in which You are employed temporarily for [3-12] months or longer].

The **Policyholder** is required to give Us the following data:

- 1) **Your** name(s);
- 2) business trip(s) and/or temporary employment assignment(s) to countries outside the United States or Canada;
- 3) class and benefit amount(s); and
- 4) date(s) and duration of stay.

Upon receipt of the requested data, **We** will calculate the premium. The **Policyholder** is required to promptly pay **Us** any additional premium.

If warlike conditions develop or increase in any country worldwide, **We** reserve the right to exclude any country from **War Risk Coverage** or charge an additional premium subject to the **Policyholder** providing **Us** with the requested exposure data.

Any change will not be effective until the [11th-61st] day following the date **We** send notice to the **Policyholder**.

Cancellation: The **Policyholder** may cancel this **War Risk Coverage** at any time by sending written notice to **Us**. Cancellation will become effective on the later of the date of receipt or the date requested. **We** may cancel this coverage at any time by sending written notice to the **Policyholder** at least [10-60] days prior to the effective date of cancellation.

In all other respects, the **Policy** and **Certificate** remain the same.

Signed for the **Company**:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

[logo] Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [90 Park Avenue, 7th Floor, New York, NY 10016]

ARKANSAS ENDORSEMENT

This Endorsement is attached to and made a part of Policy Number [12345] issued to [ABC Policyholder] (the Policyholder).

Effective [12/01/09], the Policy and Certificate are hereby amended as follows:

Certificate Section I – Benefits

The following is added to the beginning of the **Accident Medical Expense Benefit** and the **Emergency Sickness Medical Expense Benefit** if included:

BENEFIT PAYMENTS ARE SUBJECT TO THE DEDUCTIBLE AND MAXIMUM BENEFIT AMOUNTS STATED ON THE SCHEDULE OF BENEFITS.

Certificate Section VII – Definitions

If the Definition of **Medical Services** is included, the following is added:

- 16) The following outpatient services provided they would be covered if performed on an inpatient basis: laboratory and pathological tests, including machine tests, ordered by the attending **Physician** when necessary to and rendered in conjunction with the medical or surgical diagnosis or treatment of a covered **Accidental Bodily Injury** [or **Emergency Sickness**].

Certificate Section VIII – General Provisions

The following is added to the **Claim Payment** provision:

1. **We** shall pay or deny a **Clean Claim** within 30 days after **We** receive it if the claim was submitted electronically, or within 45 days after receipt if the claim was submitted by other means.
2. **We** shall notify the claimant within 30 days after receipt of the claim if **We** determine that more information is needed to resolve one or more issues. **Our** notice shall give an explanation of the additional information that is required. **We** may suspend the claim until **We** receive the requested information. **We** shall reopen and pay or deny a previously suspended claim within 30 days after **We** receive all the information **We** requested.
3. If **We** fail to pay or deny a **Clean Claim** in accordance with item 1. above or give notice in accordance with item 2. above, **We** shall pay a penalty to the claimant for the period beginning on the sixty-first day after receipt of the **Clean Claim** and ending on the **Clean Claim** payment date (the delinquent payment period), calculated as follows: the amount of the **Clean Claim** payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.
4. If **We** fail to pay or deny a claim in accordance with item 2. above which is not already subject to the penalty for the claim imposed by item 3. above, **We** shall pay a penalty to the claimant for the period beginning on the forty-sixth day after the last item of information requested was received and ending on the claim payment date (the delinquent payment period), calculated as follows: the amount of the claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.

“Clean Claim” means a claim for payment that is submitted on a HCFA 1500, on a UB92, in a format required by HIPAA, or on **Our** standard claim form with all required fields completed in accordance with **Our** published claim filing requirements. A **Clean Claim** shall not include a claim: (1) for payment of expenses incurred during a period of time for which premiums are delinquent; or (2) for which **We** need additional information in order to resolve one or more issues.

The following Sections are added:

Certificate Section IX – Consumer Information Notice

The Insurance Company may be contacted at its Administrative Office:

Starr Indemnity & Liability Company
[90 Park Avenue, 7th Floor
New York, NY 10016
1-800-123-4567]

The Insurance Agent may be contacted at:

[Joseph Agent
123 Main Street
Anytown, AR 12345
1-800-234-5678]

The State Insurance Department may be contacted at:

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134]

Certificate Section X – Guaranty Association Notice

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

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

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

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

The Guaranty Association also does NOT provide coverage for:

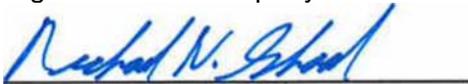
- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which benefits could be provided out of the assets of the impaired or insolvent insurer.

In all other respects, the Policy and Certificate remain the same.

Signed for the Company:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

SERFF Tracking Number: *PLIS-126066176* State: *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* State Tracking Number: *41771*
Company Tracking Number: *AH-50001*
TOI: *H04 Health - Blanket Accident/Sickness* Sub-TOI: *H04.000 Health - Blanket Accident/Sickness*
Product Name: *Business Travel Accident*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PLIS-126066176 State: Arkansas
 Filing Company: Starr Indemnity & Liability Company State Tracking Number: 41771
 Company Tracking Number: AH-50001
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
 Product Name: Business Travel Accident
 Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Flesch Certification	Review Status: Approved-Closed	03/12/2009
Comments:		
Attachment: readability.pdf		
Satisfied -Name: Application	Review Status: Approved-Closed	03/12/2009
Comments: Application included in Form Schedule.		
Satisfied -Name: cover letter 3-11-09	Review Status: Approved-Closed	03/12/2009
Comments:		
Attachment: cover letter 3-11-09.pdf		
Satisfied -Name: list of forms	Review Status: Approved-Closed	03/12/2009
Comments:		
Attachment: list of forms-AR.pdf		
Satisfied -Name: expl. of variables	Review Status: Approved-Closed	03/12/2009
Comments:		
Attachment: explanation of variables.pdf		
Satisfied -Name: authorization	Review Status: Approved-Closed	03/12/2009
Comments:		

SERFF Tracking Number: *PLIS-126066176* *State:* *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* *State Tracking Number:* *41771*
Company Tracking Number: *AH-50001*
TOI: *H04 Health - Blanket Accident/Sickness* *Sub-TOI:* *H04.000 Health - Blanket Accident/Sickness*
Product Name: *Business Travel Accident*
Project Name/Number: /

Attachment:

Starr authorization.pdf

Starr Indemnity & Liability Company
Business Travel Accident Insurance
Policy Form AH-50001 et al.

READABILITY CERTIFICATION

The above captioned policy forms have been Flesch scored. The following items were deleted before the scoring was done:

- (1) the name and address of the insurer;
- (2) the name, number and title of the policy;
- (3) the table of contents;
- (4) captions and subcaptions;
- (5) specification pages, schedules and tables; and
- (6) words that are defined in the policy forms.

The Flesch score attained was 45.6 and therefore exceeds the minimum Readability score.

A handwritten signature in black ink, appearing to read "J. M. Plisky". The signature is written in a cursive, flowing style.

John M. Plisky
Consultant

March 9, 2009

March 11, 2009

Arkansas Insurance Department
Life and Health Division
1200 West Third Street
Little Rock, AR 72201-1904

Re: Starr Indemnity & Liability Company
 NAIC#: 38318 FEIN: 75-1670124
 H04G Health – Blanket Accident
 Policy Form AH-50001 et al.

Dear Commissioner:

New Submission. This is a new submission. These policy forms provide Accidental Death and Dismemberment (AD&D) and related ancillary benefits for Business Travel hazards and will be issued to employer group policyholders.

These policy forms are new and do not replace any of the Company's forms currently on file with your office. Marketing will be through licensed agents and brokers.

State-Specific Endorsement. In order to accurately administer this business nationwide, provisions needed to meet your state's requirements are included on the enclosed state-specific endorsement that will be attached to all policies and certificates in your state.

Variable Material. Variable material is shown in brackets. An *Explanation of Variable Material* has been included which explains how material in brackets is to be utilized.

Flesch Test. A *Readability Certification* is attached indicating that these forms meet your state's minimum requirements.

Filing Authority. This filing is being made by Plisky Plisky & Co. LLC on behalf of the Company. A letter of filing authorization is attached.

Sincerely,



John M. Plisky
Consultant

Starr Indemnity & Liability Company
Business Travel Accident Insurance
Policy Form AH-50001 et al.

LIST OF FORMS

Policy	AH-50001
Certificate	AH-50001C
Master Application	AH-50003-AR
Foreign National Facility of Payment Rider	AH-50013
War Risk Coverage Rider	AH-50014
Arkansas Endorsement	AH-50010-AR

Starr Indemnity & Liability Company
Business Travel Accident Insurance
Policy Form AH-50001 et al.

EXPLANATION OF VARIABLE MATERIAL

This is a supplement to the submission and provides an explanation as to the use of variable material. Variable material is signified by brackets throughout the forms and allows them to be tailored to the actual plan selected by the policyholder.

Besides self-explanatory items such as the policyholder's name, effective date, there are two types of variable material.

Type A: This is bracketed policy language. These items will be *in-or-out*, which means they will appear as submitted or will be entirely omitted.

Decisions on whether a Type A variable is *in-or-out* will depend on the characteristics of the plan selected by the policyholder.

Type B: These are bracketed numeric items. These are items such as benefit amounts, benefit periods, etc.

The actual numeric range to be used is contained within the brackets.

Decisions as to which numeric values are selected will depend on the characteristics of the plan selected by the policyholder and will never be less than the any minimum amount required by law.

Additional notes on variability are included at the beginning of each section of the Certificate.

STARR INDEMNITY & LIABILITY COMPANY
90 PARK AVENUE
NEW YORK, NEW YORK 10016
(646) 227 - 6300

January 28, 2009

NAIC Company Code: 38318

Re: See Attached Forms Listing

Please accept this letter as authorization from Starr Indemnity & Liability Company (the "Company") for John M. Plisky and John C. Plisky, FSA of Plisky Plisky & Co. LLC of Brielle, New Jersey to file any or all policy forms and rate filings as referenced on the attached form listing on behalf of the Company.

Sincerely,

A handwritten signature in blue ink that reads "Honora M. Keane". The signature is written in a cursive style with a large, stylized initial "H".

Honora M. Keane
General Counsel