

SERFF Tracking Number: LDRA-126220631 State: Arkansas
Filing Company: Old Republic Life Insurance Company State Tracking Number: 42947
Company Tracking Number: AC AR0213303F01
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Occupational Accident Product
Project Name/Number: 2009 Occ-Acc Forms Revision Filing/

Filing at a Glance

Company: Old Republic Life Insurance Company

Product Name: Occupational Accident Product SERFF Tr Num: LDRA-126220631 State: ArkansasLH
TOI: H02G Group Health - Accident Only SERFF Status: Closed State Tr Num: 42947
Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: AC AR0213303F01 State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Sandra Mack Disposition Date: 07/24/2009
Date Submitted: 07/16/2009 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: 2009 Occ-Acc Forms Revision Filing
Project Number:
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 07/24/2009

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Association, Discretionary
Explanation for Other Group Market Type:
State Status Changed: 07/24/2009
Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

OLD REPUBLIC LIFE INSURANCE COMPANY

Forms Explanatory Memorandum

Enclosed for filing are the attached forms. They are intended to replace those forms currently on file with your Department. We are amending our current filing to make editorial and clarifying changes. The specific revisions made

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to the previously approved forms are detailed in the Explanation of Changes attachment.

We are also making changes to allow us to offer this group accident coverage to members of a bona fide association as defined in section 23-86-106 (2)(A) of the Code. The association could be either an in state, or an out-of-state association that has individual members residing in your state.

The policy changes have been designed for an association who has as its members independent contractor owner/operators which lease their own equipment to motor carriers. The association allows those that share this commonality of interests to acquire many needed benefits and services for its members; including accident coverage.

These associations consist of members who; 1) own trucking equipment, and 2) are an independent contractor. All members of the association have this in common. Those individuals who meet these qualifications generally sign a leasing agreement with a motor carrier which states that the individual is liable for all expenses, i.e. maintenance of the vehicle, meals, lodging, etc.

Under the terms of the leasing agreement, the independent contractors are not employees of the motor carrier and must provide his/her own accident coverage. While an individual has to be a member of the association to be covered by the policy, members of the association are not required to purchase coverage. Insurance coverage is an optional benefit of membership.

This policy provides accidental death, dismemberment, paralysis and medical expense benefits for both occupational and non-occupational injuries. Disability benefits may also be provided for occupational injuries. The cost of the program varies with the coverages, limits and deductibles selected. This policy will help secure the economic stability of the independent contractor if he/she suffers an injury that prevents him/her from driving.

Once the forms are approved, the certificate will be used to afford coverage to members of the Truckers' Benefit Association, situated in Nebraska.

Company and Contact

Filing Contact Information

Sandra Mack, Compliance Analyst

smack@oldrepublic.com

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307 N. Michigan Avenue (312) 762-4537 [Phone]
Chicago,, IL 60601 (312) 762-4950[FAX]

Filing Company Information

Old Republic Life Insurance Company CoCode: 67261 State of Domicile: Illinois
307 N. Michigan Avenue Group Code: 150 Company Type:
Chicago, IL 60601 Group Name: State ID Number:
(800) 621-0365 ext. [Phone] FEIN Number: 36-1577440

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 1 set of forms x \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Old Republic Life Insurance Company	\$50.00	07/16/2009	29247236

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/24/2009	07/24/2009

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Disposition

Disposition Date: 07/24/2009

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	Explanation of Changes	Approved-Closed	Yes
Supporting Document	Memo of Variability	Approved-Closed	Yes
Supporting Document	Master Policy Markup	Approved-Closed	Yes
Supporting Document	Master Application Markup	Approved-Closed	Yes
Supporting Document	Certificate Markup	Approved-Closed	Yes
Supporting Document	Administrative Rider Markup	Approved-Closed	Yes
Supporting Document	Cumulative Trauma Endorsement Markup	Approved-Closed	Yes
Form	Master Policy	Approved-Closed	Yes
Form	Master Application	Approved-Closed	Yes
Form	Certificate	Approved-Closed	Yes
Form	Administrative Rider	Approved-Closed	Yes
Form	Cumulative Trauma Rider	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	OA 03 01 01 09	Policy/Cont	Master Policy ract/Fratern al Certificate	Initial		53	OA 03 01 John Doe Policy.pdf
Approved-Closed	OA 03 02 01 09	Application/Master	Application Enrollment Form	Initial			OA 03 02 John Doe Master App.pdf
Approved-Closed	OA 03 03 01 09	Certificate	Certificate	Initial		53	OA 03 03 John Doe Certificate.pdf
Approved-Closed	OA 00 04 01 09	Policy/Cont	Administrative Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			OA 00 04 John Doe Admin Rider.pdf
Approved-Closed	OA 00 05 01 09	Policy/Cont	Cumulative Trauma ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			OA 00 05 John Doe Cumulative Trauma End.pdf

(A Stock Company)

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

Policy Number: **ORL00000A**

Old Republic Life Insurance Company, Chicago, Illinois agrees with

Name of Holder: **JOHN DOE TRUCKING COMPANY**

Address: **ANY STREET**
ANY CITY, ANY STATE 0000

to insure all persons specified in Item 2. of the Application. We promise to pay for loss resulting from Injury, to the extent provided by this Policy.

POLICY TERM

Coverage shall begin and end at the time and on the dates shown in Item 3. of the Application. The Holder may renew this Policy, subject to Our consent, for further consecutive terms by payment of the premium. We will determine the renewal premium rate and amount at the time of the renewal. This coverage is subject to the Exclusions and all other terms and conditions of this Policy.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY



Secretary



President

IMPORTANT NOTICE

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. IT MAY ONLY BE LEGALLY SOLD TO EMPLOYERS WHO: (1) HAVE BEEN APPROVED BY WORKERS' COMPENSATION COMMISSION AS A SELF-INSURER OR WHO ARE MEMBERS OF WORKERS' COMPENSATION COMMISSION APPROVED SELF-INSURED GROUPS; (2) ARE INSURED ON A REIMBURSEMENT BASIS TO AN EMPLOYER UNDER A LARGE DEDUCTIBLE WORKERS' COMPENSATION POLICY ISSUED BY A LICENSED WORKERS' COMPENSATION INSURER; OR (3) ARE SOLE PROPRIETORS OR PARTNERS WHO HAVE ELECTED UNDER ARKANSAS CODE ANN. §11-9-102 (10) AND §11-9-402 (c) TO EXCLUDE THEMSELVES (BUT NOT THEIR EMPLOYEE) BY OBTAINING A CERTIFICATE OF NON-COVERAGE FROM THE ARKANSAS WORKERS' COMPENSATION COMMISSION.

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE

THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

Accident Medical Expense Benefits

Accident Disability Benefits

Accidental Death and Dismemberment Benefit

Accident Paralysis Benefit

Non-Participating

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

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SECTION I – DEFINITIONS

A. **“Accident”** means a sudden, unexpected, unusual, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. It does not include heart, coronary or any circulatory malfunction sickness or other health condition.

B. **“Application”** means the form requesting coverage and attached to this Policy.

[C. **“Association”** means an organization:

1. which elects to offer coverage under this Policy by completing an Application that has been accepted by Us;
2. which remits the required premium when due; and
3. through which coverage is available under this Policy.]

D. **“Average Weekly Contract Payments”** for an Independent Contractor who does not operate as a Team Driver means one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver with a Contract Driver means eighty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on eighty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver. The Independent Contractor must substantiate, through the use of a lease agreement or other methods, that the other driver is a Contract Driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver that shares all income and expense

equally with the other Team Driver means fifty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on fifty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for Contract Drivers means the average weekly payments received as a truck driver for the shorter of:

1. The two years immediately prior to the date of the Accident; or
2. The period of time worked.

Average Weekly Contract Payments for Contract Drivers will not include any performance bonus, expense reimbursement or other remuneration for other work not specified as an obligation within the Covered Contract.

E. **“Benefit”** means the amount of Accident Insurance Benefits provided under this Policy in effect on the date the Accident occurs. Benefit does not include amounts for Occupational Sickness or Disease.

F. **“Class”** means the Class or Classes of Independent Contractors or Contract Drivers that the Holder defines as eligible for coverage under this Policy. Item 2. of the Application shows any Class definitions for this Policy.

G. **“Contract Driver”** means a driver who operates a power unit owned or leased by an Independent Contractor and for whom a premium has been paid. A Contract Driver cannot be an acknowledged Employee of the Motor Carrier or an Independent Contractor unless it is not mandatory for Workers Compensation coverage to be provided for such person as an Employee of either a Motor Carrier or Independent Contractor.

H. **“Covered Contract”** means a long-term lease as defined by U.S. Department of Transportation regulations.

To be a Covered Contract such lease must include the following requirements:

1. It must be signed by both the Motor Carrier and the Independent Contractor.
 2. The Independent Contractor must be responsible for:
 - a. Power unit maintenance;
 - b. Power unit operating costs, including but not limited to fuel, repairs, physical damage insurance, and personal expenses associated with the operation of the power unit; and
 - c. Hiring and supervising necessary personnel to operate trucks, who are Independent Contractors or Contract Drivers.
 3. The Independent Contractor must be compensated on a basis other than solely on time expended in performing work.
 4. The Independent Contractor must have the responsibility for determining the time, means and method of performing work; and
 5. The Independent Contractor or Contract Driver cannot be an acknowledged Employee of the Motor Carrier.
- I. **“Cumulative Trauma”** means repetitive mental or physical traumatic activities extending over a period of time, the combined effects of which cause any disability or need for medical treatment.
- J. **“Deductible”** means the dollar amount of eligible medical expenses for each claim that must be paid before We will begin making payments.
- K. **“Dependent Child”** means an unmarried child of the Insured Person under 19 years of age (under 23 years of age if the child is a full-time student in an accredited school or college) who is a legal dependent of the Insured Person.
- L. **“Elimination Period”** means the number of days from the start of a period of full Total or Partial Disability as determined by the Treating Physician that must elapse before Benefits become payable. The Elimination Period is shown in Item 5. of the Application. The Elimination Period is not retroactive.
- M. **“Employee”** means a person employed in the usual course and scope of the Motor Carrier’s business.
- N. **“Functional Capacity Examination”** means a test performed by a Physical Therapy professional to evaluate and estimate physical limitations.
- O. **“Hemiplegia”** means the total Paralysis of the upper and lower limbs on the same side of the body. Such loss must be certified by a Licensed Physician to be permanent and irreversible.
- P. **“Hospital”** means an institution established according to law which:
 1. Is mainly for the care and treatment of sick, ailing, or injured in-patients;
 2. Is run by a staff of one or more Licensed Physicians, available at all times;
 3. Provides nursing services at all times;
 4. Provides organized diagnostic and surgical facilities either on the premises or by contract with another Hospital; and
 5. Is not mainly a place for convalescence, rest, nursing custody or extended care of the aged, drug addicts or alcoholics.
- Q. **“Immediate Family”** means the spouse, children, parents, sisters, brothers, parents-in-law, sisters and brothers-in-law of an Insured Person.
- R. **“Independent Contractor”** means a person performing contract obligations as a truck driver who is under a Covered Contract with a Motor Carrier and for whom a premium has been paid. Independent Contractor does not include any Employee or subcontractor of the Independent Contractor.
- S. **“Injury”** means bodily Injury caused by a covered Accident that:
 1. Occurs while this Policy is in force for the Insured Person;
 2. Results directly and independently of all other causes of loss covered by this Policy; or
 3. Occurs in the manner and under the circumstance described in this Policy.
- The following are not considered as resulting from a covered Injury and are not covered under this Policy.
1. Contraction of a disease is not an Accident within the meaning of the term Injury;
 2. Sickness, disease or bacterial infection, except pyogenic infection which results from an accidental cut or wound; or
 3. Medical or surgical treatment of a sickness or disease.

- T. “Insured Person”** means an Independent Contractor, [Member] or Contract Driver, for whom a premium has been paid.
- U. “Intensive Care Unit”** means a special Intensive Care Unit in a Hospital. It must:
1. Be separated from the surgical recovery room; and
 2. Be separated from rooms, beds and wards used for patient confinement; and
 3. Have constant attendance by full-time Nurses assigned exclusively to such unit; and
 4. Contain apparatus used in the treatment of the critically ill; and
 5. Be under the direct supervision of a full-time Licensed Physician or an Intensive Care committee or medical staff.
- V. “Licensed Physician”** means a currently licensed practitioner of the healing arts, acting within the scope of the physician’s license. A Licensed Physician cannot be the Insured Person nor a member of the Insured Person’s Immediate Family.
- W. “Medically Necessary”** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice as determined by Us. A service or supply will not be considered Medically Necessary if it:
1. Is provided only as a convenience for an Insured Person or the provider;
 2. Is not an appropriate treatment for the Insured Person’s diagnosis or symptoms;
 3. Exceeds, in scope, duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
 4. Is part of a plan of treatment that is experimental, unproven or related to a research protocol.
- The fact that any particular Licensed Physician may prescribe, order, recommend or approve a service or supply does not make the service or supply Medically Necessary.
- X. “Medicare”** means the “Health Insurance for the Aged and Disabled Act” passed by the Congress of the United States of America under Title XVIII of the Social Security Act Amendments of 1965, as amended.
- [Y. “Member”** means an Independent Contractor or Contract Driver who is a Member in good standing of the Holder and for whom a premium has been paid.]
- Z. “Motor Carrier”** means the person, firm, or other entity with whom the Independent Contractor has entered into a Covered Contract.
- AA. “Non-Occupational Accident Benefit”** means Benefits payable for an Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.
- BB. “Nurse”** means a Graduate Nurse, including Registered Nurse and Licensed Practical Nurse. It does not include the Insured Person nor a member of the Immediate Family of an Insured Person.
- CC. “Occupational Accident Benefits”** means Benefits payable for an Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract.
- DD. “Occupational Assessment”** means a test of vocational capabilities. The process may include a review of medical records; Injury and treatment history; background, including education, military, and previous occupations; and an evaluation of basic skills such as reading comprehension, spelling, basic math skills, and vocational alternatives.
- EE. “Occupational Sickness or Disease”** means a condition that satisfies all the following:
1. An unhealthy condition of the body, caused by exposure to environmental or physical hazards during the contract performance of an Insured Person within the scope of the Covered Contract with the Motor Carrier which is generally accepted by the Center for Disease Control to be a disease; and
 2. Is not a condition resulting from an Accident.
- It does not include ordinary diseases to which the general public is exposed outside of the Insured Person’s assigned duties in the scope of the Covered Contract or a disease resulting directly from an Accident.
- FF. “Other Disability Benefits”** means:
1. Disability Benefits paid, payable, or for which there is a right under:
 - a. The Social Security Act, including any amounts for which the Insured Person’s dependents may qualify because of the Insured Person’s disability; or

- b. Any Workers' Compensation Law or any other law that provides compensation for an occupational Injury; or
 - c. Any State Disability Benefit Law; or
 - d. Any State No Fault Law.
2. Disability Benefits paid, payable, or for which there is a right under:
- a. Any group insurance plan provided by or through the Motor Carrier or the Holder;
 - b. Any formal sick leave plan provided by the Motor Carrier or the Holder; or
 - c. Any Retirement Plan provided by the Motor Carrier or the Holder.
3. Retirement Benefits paid under the Social Security Act, including any amounts for which the Insured Person's dependents may qualify because of the Insured Person's disability.
4. Retirement Benefits paid under a Retirement Plan provided by the Motor Carrier or the Holder, except for amounts attributable to the Insured Person's contributions.

The Accident Disability Benefit, after the reductions stated above, will not be further reduced for subsequent cost-of-living increases that are paid, payable, or for which there is a right under any Benefit described above. The Accident Disability Benefit will not be reduced by any increases in Social Security payments other than an increase in Benefits due to a change in dependent status.

"Retirement Plan", as stated above, means a plan that provides Retirement Benefits to the Insured Person and is not funded wholly by the Insured Person's contributions. It does not include: (1) a profit sharing plan, a thrift or savings plan; (2) an individual retirement account (IRA); (3) a tax sheltered annuity (TSA); (4) a stock ownership plan; or (5) a deferred compensation plan.

- GG. "Paralysis"** means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity as the result of an Injury to the brain or spinal cord, as determined by a Licensed Physician. Such loss must be certified by a Licensed Physician to be permanent and irreversible.
- HH. "Paraplegia"** means the total Paralysis of both lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

II. "Partial Disability" or "Partially Disabled" means the Insured Person, because of a covered Injury, is:

- 1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
- 2. Under the Regular Care of the Treating Physician for the covered Injury; and
- 3. Gainfully performing any occupation on a full-time or part-time basis.

JJ. "Pre-existing Condition" means any condition which was medically diagnosed and for which treatment was received within 12 months prior to the Insured Person's effective date of coverage.

KK. "Principal Sum" means the amount of insurance as shown in Item 5. of the Application and is limited for each covered Insured Person by the percentage shown below:

<u>AGE ON DATE OF INJURY</u>	<u>APPLICABLE PERCENTAGE</u>
Age 69 or Younger	100%
Age 70-74, Inclusive	65%
Age 75-79, Inclusive	45%
Age 80-84, Inclusive	30%
Age 85 and Older	15%

LL. "Quadriplegia" means the total Paralysis of both upper and lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

MM. "Reasonable Expense" means the Usual and Customary fee or charge for a given service or supplies by a Licensed Physician to a majority of the Licensed Physician's patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same services and supplies.

NN. "Recurrent Disability" means successive periods of the same disability, unless

- 1. The latter disability results from a separate Accident; or
- 2. The periods of disability are not separated by at least **90 days** during which the Insured Person is performing the duties of the Covered Contract.

For the purpose of calculating the Maximum Benefit Period, Recurrent Disabilities shall be counted toward one period of disability.

OO. "Regular Care of a Physician" means the monitoring and/or evaluation of the disabling condition by the Treating Physician every 30 days or as otherwise determined by Us.

PP. "Schedule of Benefits" means Item 5. of the Application that shows:

1. Benefit amounts;
2. Maximum Benefit Period; and
3. Deductible amounts.

QQ. "Social Security Disability Award" means Social Security disability Benefits for which the Insured Person has submitted a claim for this covered Injury and has been approved for payment by the Social Security Administration.

RR. "Team Driver" means an Insured Person who operates a truck in conjunction with another driver.

SS. "Total Disability" or "Totally Disabled" means that during the first **24 months** following the date of the Accident, the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the regular care of the Treating Physician for the covered Injury; and
3. Not gainfully performing any occupation on a full-time or part-time basis.

After **24 months** following the date of the Accident, "Total Disability" or "Totally Disabled" means that, the Insured Person, because of a covered Injury:

1. Is continuously unable to engage in any occupation for which the Insured Person is or becomes qualified by education, training or experience;

2. Is under the Regular Care of the Treating Physician for the covered Injury;

3. Is not gainfully performing any occupation on a full-time or part-time basis; and

4. Has been awarded a Social Security Disability Award for the covered Injury, unless the Insured Person is unable to obtain a Social Security Disability Award solely because he or she has qualified for Social Security Retirement Benefits.

TT. "Treating Physician" means a Licensed Physician who provides primary care for an Insured Person due to a covered Injury. If requested by the Insured Person, We will authorize a one time change of the Treating Physician during the course of treatment for a covered Injury.

UU. "Under Dispatch" means the period of time during which an Insured Person operates his or her vehicle or performs vehicle repair, while en route to picking up a load, loading, delivering a load, unloading, or returning from the delivery of a load. The dispatch must be authorized by the Motor Carrier in the normal and customary course of business and by the normal and customary means of such authorization. Under Dispatch does not include vehicle repair or routine vehicle maintenance if it is not done while en route to picking up a load, loading, delivering a load, unloading, or while returning from the delivery of a load.

VV. "Uniplegia" means the total Paralysis of a single limb. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

WW. "We, Our and Us" means the Old Republic Life Insurance Company, Chicago, Illinois.

XX. "You, Your and Yours" means the Holder.

SECTION II - DESCRIPTION OF COVERAGE

Occupational Accident Coverage is provided for Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract. Coverage begins at the time the truck is dispatched and continues until the truck is no longer Under Dispatch. Non-Occupational Accident Coverage is provided for Injury sustained by an Insured Person while not Under Dispatch or performing the duties of the Covered Contract.

A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When a covered Injury results in any of the following losses to an Insured Person within 365 days of the Accident, We will pay up to the indicated percentage of the Principal Sum for:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%

Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing in Both Ears	50%
Loss of Thumb & Index Finger of Same Hand	25%

Loss as used above with reference to hand or foot means the complete and actual severance through or above the wrist or ankle joint.

Loss as used above with reference to eye means the irrecoverable loss of the entire sight; or diminution of vision to 20/200 or less with corrective lenses; as used with reference to hearing means the complete and irrecoverable loss of hearing in both ears; and as used with reference to thumb and index finger, means the complete severance through or above the metacarpophalangeal joints.

Only one payment will be made for loss resulting from any one Accident. If an Insured Person suffers more than one loss listed above as the result of any one covered Accident, We will pay only the single largest amount to which the Insured Person is entitled. This amount is subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

1. MAXIMUM BENEFIT PERIOD

a. Accidental Death

We will pay Accidental Death Benefits until the earliest of the following:

- (1) The date We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The date the surviving spouse dies or remarries if there are no surviving Dependent Children; or
- (3) The date the last surviving Dependent Child dies or is no longer eligible if there is no eligible surviving spouse; or
- (4) The date the Benefits paid for all coverages provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

b. Accidental Dismemberment

We will pay Accidental Dismemberment Benefits until the earliest of the date:

- (1) We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The Insured Person dies; or
- (3) The total paid for all Benefits provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

2. INCAPACITATED CHILD BENEFITS

Benefit payments will continue to any child who reaches the age limit, and is:

- a. Totally incapable of self-sustaining employment due to physical or mental handicap; and
- b. Chiefly dependent on a designated guardian for support and maintenance.

Such Benefit payments will continue until the earliest of the date:

- a. We have paid the Principal Sum provided under this Policy; or
- b. The total paid for all Benefits provided under this Policy equal the Combined Single Limit – Maximum Benefit shown in Item 6. of the Application.

To continue payments, We must receive proof of the child's incapacity and dependence as soon as possible after the child reaches the age limit. We may require proof from time to time, but not more than once a year following the first 2 years after the child reaches the age limit.

B. ACCIDENT PARALYSIS BENEFITS

If, because of a covered Injury and beginning within 365 days after the date of the Accident, an Insured Person sustains Uniplegia, Hemiplegia, Paraplegia or Quadriplegia, We will pay the stated percentage shown below of the Insured Person's Principal Sum. This Benefit is payable monthly beginning with the 13th month of such Paralysis. The monthly Benefit payable is the stated percentage of the amount payable per month as shown in Item 5. of the Application. It is

payable for each successive month of continued Paralysis, however, the maximum Benefit payable will not exceed the stated percentage of the Insured Person's Principal Sum.

	<u>STATED PERCENTAGE</u>
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Quadriplegia	100%

We will pay Paralysis Benefits until the earliest of:

1. We have paid the stated percentage of the Insured Person's Principal Sum;
2. The Insured Person dies; or
3. The date the total paid for all Benefits provided under this Policy equals the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

C. ACCIDENT MEDICAL EXPENSE BENEFITS

If a covered Injury requires treatment by a Licensed Physician, employment of a Nurse, confinement in a Hospital, x-ray examination, or the use of an ambulance, within **60 days** of the date of the Accident, We will pay after the Combined Single Limit - Deductible, the Reasonable Expense for services that are Medically Necessary and actually incurred by an Insured Person. This payment is in addition to any other Benefit payable under this Policy. The Insured Person must incur such expense within the period, shown in the Schedule of Benefits, Item 5. of the Application. Benefits payable under this provision shall not exceed the Maximum Benefit shown in the Schedule of Benefits, Item 5. of the Application or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Application.

The following are eligible expenses:

1. HOSPITAL SERVICES

Reasonable Expenses for Hospital room and board and general nursing care for each day of covered confinement. We will also pay other necessary Hospital charges such as use of the operating or emergency room, laboratory tests, radiological procedures, anesthetics and the administration of anesthetics, and blood and blood products and the transfusion thereof.

2. LICENSED PHYSICIAN'S FEES

Charges by a Licensed Physician for Medically Necessary treatment. We limit Licensed Physician's calls while the Insured

Person is confined to the Hospital to one call a day for one Licensed Physician. We also cover charges for one second opinion for surgery.

3. DRUGS

Charges for drugs and medicines that are Medically Necessary and require a written prescription by a Licensed Physician.

4. AMBULANCE

Charges incurred for local professional ambulance services, from the site of an Accident to a Hospital, and if necessary from the Hospital to the Insured Person's home or other medical facility.

5. DENTAL CARE

Charges incurred for Medically Necessary dental treatment resulting from Injury to sound natural teeth.

6. PHYSICAL AND MASSAGE THERAPY - ACUPUNCTURE, OSTEOPATHIC AND CHIROPRACTIC CARE

Charges incurred as a result of a covered Accident for Medically Necessary osteopathic manipulative treatments; chiropractic manipulative treatments; and physical medicine, therapy or rehabilitation; including, but not limited to, application of any modality, electrical stimulation, traction, acupuncture, and massage. Such treatment is limited. We will pay for **20 visits** per calendar year regardless of whether such treatment is performed by a Licensed Physician, osteopath, chiropractor, physical or massage therapist, acupuncturist, other health care professional, or any combination thereof.

7. HOME HEALTH CARE

Charges for home health services rendered by a Home Health Care Agency under a Home Health Care Plan as required for the treatment of a covered Injury. The Plan must have been established in lieu of Hospital confinement or confinement in a skilled nursing facility. We will pay **for up to 20 visits** per calendar year. Each 4 hour visit by a member of a home health care team is considered as one home health care visit.

"Home Health Care Agency" means:

- a. A service or agency which holds a valid certificate of approval, or license, as a public Home Health Care Agency;
- b. A Hospital holding a valid operating certificate authorizing it to provide home health services; or

- c. An establishment approved as a Home Health Care Agency under Medicare.

A Home Health Care Agency cannot be the Insured Person nor a member of the Insured Person's Immediate Family.

"Home Health Care Plan" means a program for care and treatment of an injured Insured Person in their home by a Home Health Care Agency. The program must be established by a Licensed Physician. The Licensed Physician must approve the program in writing prior to the start of home health care services. The Physician must also certify that confinement in a Hospital or in a skilled nursing facility would be required if home care is not provided.

D. ACCIDENT DISABILITY BENEFITS

1. TOTAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Application, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments for each week that We have received written proof of continuing Total Disability when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Total Disability within **180 days** of the Accident; and
- c. Medically Necessary treatment for the Injury started within **60 days** of the Accident.

Upon receipt of the written Application For Benefits, Benefits are payable beginning with the first day of Total Disability following the Elimination Period and will continue for the period the Insured Person is Totally Disabled. Written proof of continuing Total Disability must be provided for each week that Benefits are paid.

2. PARTIAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident as shown in Item 5. of the Application, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments, less any earnings while Partially Disabled, for each week that We have received written proof of continuing Partial Disability when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Partial Disability within **180 days** of the Accident; and
- c. Medically Necessary treatment for the Injury started within **60 days** of the Accident.

Upon receipt of the written Application For Benefits, Benefits are payable beginning with the first day of Partial Disability following the Elimination Period and will continue for the period the Insured Person is Partially Disabled. Written proof of continuing Partial Disability must be provided for each week that Benefits are paid.

3. PAYMENT OF ACCIDENT DISABILITY BENEFITS

Subject to due written Application For Benefits and receipt and review of objective medical findings, We will pay all accrued Accident Disability Benefits at the end of each week of Total or Partial Disability. We will immediately pay any balance remaining unpaid upon the termination of the period of disability. Such written Application For Benefits must include objective medical findings supplied at the Insured Person's expense, that support the Insured Person's disability. Failure to do so may delay, suspend or terminate Benefits. Objective medical findings include, but are not limited to, tests, procedures or clinical examinations commonly accepted in the practice of medicine, for the Insured Person's disabling condition.

We will pay Benefits under this provision for periods that are less than one week on the basis of 1/7th of the weekly Benefit for each day of Total or Partial Disability. The maximum Benefit per week payable for Total or Partial Disability will be reduced by the amount of all Other Disability Benefits. If the amount of all Other Disability Benefits exceeds the disability payment amount, then no Benefit is due that week. The Insured Person shall provide to Us the amount of all Other Disability Benefits received. Failure to do so may delay, suspend or terminate Benefits.

Benefits payable under this provision shall not exceed the Maximum Benefit per Accident nor the Maximum Benefit Period

shown in the Schedule of Benefits, Item 5. of the Application or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Application.

4. TERMINATION OF ACCIDENT DISABILITY BENEFITS

Benefit payments for Accident Disability terminate on the earliest of the following dates:

- a. The date the Insured Person is no longer Totally or Partially Disabled as determined by the Treating Physician. Failure to provide a current disability slip from the Treating Physician may delay, suspend, or terminate Benefits.
- b. The date the Insured Person's earnings while disabled equal or exceed 100% of the Insured Person's pre-disability Average Weekly Contract Payments;
- c. The date the Insured Person dies;
- d. The end of the Maximum Benefit Period shown in Item 5. of the Application;
- e. The date the Insured Person ceases to be under the Regular Care of the Treating Physician for the covered Injury; or
- f. The date We have paid the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

5. RECURRENT DISABILITY

If the disability for which Benefits were payable ends and recurs due to the same or related causes, but is not a Recurrent Disability, it will be considered a resumption of the prior disability. Such disability shall be subject to the provisions of the Policy that were in effect at the time the prior disability began. The disability must recur while the Insured Person's coverage is in force under the Policy.

A Recurrent Disability shall be subject to a new Elimination Period and the other provisions of the Policy that are in effect on the date the disability recurs.

E. EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

1. Suicide, attempted suicide, self-destruction or attempted self-destruction while sane or insane;

2. Declared or undeclared war or an act of either;
3. Sickness, medical condition or disease, except pyogenic infections, caused by an accidental cut or wound;
4. Cumulative Trauma;
5. Occupational Sickness or Disease;
6. Heart attack, stroke, coronary artery disease, or other circulatory disease or disorder, whether or not known or diagnosed unless the immediate cause of loss is external trauma;
7. Mental Stress unless a covered physical Injury is and remains a major contributing cause of the mental Injury, as shown by clear and convincing evidence. Mental Stress is any psychological, psychiatric, or emotional condition for which compensation is sought; or
8. Any Injury which is the result of an attack provoked by the Insured Person except that Benefits will be payable when such Injuries are inflicted on an Insured Person by another person while the other person is committing a felony, and Benefits will be payable for Injuries resulting from an unprovoked attack on the Insured Person.

Nor does this Policy cover loss caused by or resulting from Injury sustained while:

9. Participating in an illegal occupation, committing or attempting to commit a felony;
10. Acting as a crew member or helper other than as a driver;
11. Serving in the armed forces of any country;
12. Traveling on vacations or traveling to and from work, except for any Non-occupational Accident Coverage provided by this Policy;
13. Riding as a pilot or crew member in any vehicle or device for aerial navigation;
14. Riding as a passenger in any aircraft owned, operated or leased by or on behalf of the Motor Carrier unless a specific written agreement has been obtained from Us to provide such coverage; or
15. Participating in a union stop work action.

Nor does this Policy cover loss caused by or resulting from Injury sustained as a consequence of the Insured Person being:

16. Legally intoxicated or under the influence of alcohol as defined in the jurisdiction where the Injury occurs; or

17. Under the influence of any drug, narcotic or controlled substance unless, and only to the extent, prescribed by a Licensed Physician.

Nor does this Policy pay for:

18. Expenses, including over-the-counter medications or other items not prescribed by a physician; postage; fax charges; fees for missed appointments; or mileage, meals or lodging expenses associated with any covered Injury or medical treatment;

19. Prosthetic or orthopedic appliances required for any replacement of natural parts of the body unless Medically Necessary for the treatment of a covered Injury;

20. Dental treatment, except as a result of Injury to sound natural teeth as provided under Accident Medical Expense Benefit;

21. Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused impairment of sight;

22. Injury for which Benefits are payable under any Workers' Compensation Act, Medicare, Medicaid, No Fault or Personal Injury Protection statute, or similar law;

23. Treatment provided by a Hospital or institution that would not charge in the absence of this insurance or that is owned or operated by the state or federal government or agency thereof;

24. Hearing aids or hearing examinations unless a covered Injury has caused impairment of hearing;

25. Items that are not Medically Necessary, including but not limited to whirlpools, hot tubs, saunas, health club memberships, beds (except for the rental cost of a hospital bed), motorized wheelchairs, scooters, smoking cessation programs, or weight loss programs;

26. Cosmetic, plastic or restorative surgery, unless Medically Necessary for the treatment of a covered Injury; or

27. Any expense and/or Benefit otherwise payable incurred as a result of an aggravation to a Pre-existing Condition that exceeds the amount necessary to bring the Insured Person back to pre-injury status.

SECTION III – CONDITIONS

A. EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of insurance for an eligible Insured Person will be the later of:

1. The effective date of the Policy; or
2. The date the Insured Person has been [a Member or] actively at work performing the duties of the Covered Contract for at least one full day if the Insured Person is not actively at work on the date coverage would otherwise become effective.

B. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT

The Combined Single Limit - Maximum Benefit" is the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. Payments made under one Benefit will reduce any Benefits payable under any other Benefit so that the combined total of all Benefits will not exceed the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

C. COMBINED SINGLE LIMIT – DEDUCTIBLE

The Combined Single Limit – Deductible is the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. We will combine all eligible Benefits for any one Accident to meet the Combined Single Limit – Deductible shown in Item 6. of the Application.

D. TERMINATION OF INDIVIDUAL INSURANCE

The Insured Person's coverage will cease on the earliest of the following dates:

1. On the date this Policy is terminated;
2. On the date the Insured Person's [Membership or] Independent Contractor or Contract Driver status ceases; or
3. As of the premium due date if the required premium is not paid, except as a result of an inadvertent error.

In no case shall termination occur sooner than allowed by the applicable laws or regulations governing this Policy. Termination of the insurance of the Insured Person will be without prejudice to any claim of such Insured Person originating before such termination.

E. INADVERTENT ERROR

The failure to transmit, report, transfer premium or comply with any of the provisions of this Policy when such failure is due to an inadvertent error or clerical mistake will not prejudice the insurance of an Insured Person.

F. RENEWAL

This Policy may be renewed on the first and all succeeding anniversary dates by payment of the premium at the premium rates We require and subject to Our consent. Consent of Insured Persons to any renewal shall not be required.

G. PREMIUM

The premium rate for this Policy shall be the amount set forth in the Application. The monthly premium is calculated by multiplying the number of Insured Persons by the premium rate(s). Premium payments are due on the first day of each month. Payment must be made to Us or Our agent.

You must provide Us with the information necessary to determine the premium due. We may change the premium rate at the end of the first insurance year or any later premium due date. We will give 30 days written notice of any change. We will send notice to the last address shown in Our records for the Holder.

H. GRACE PERIOD

We will allow a grace period of 30 days for the payment of each premium due after the first premium. This Policy will remain in force during the grace period.

A grace period will not apply if We have sent written notice of Our intent not to renew this Policy at least 30 days before the premium due date. We will send such notice to Your last address as shown in Our records.

If You give Us written notice of Your intent not to renew this Policy, the grace period will not apply. You will be liable for all premiums due for the period this Policy remains in force including the grace period, if it applies.

I. WAIVER OF PREMIUM

We will waive premium for an Insured Person beginning on the first of the month following the date We receive due written proof of an Insured

Person's Total Disability. This provision is subject to the **TERMINATION OF INDIVIDUAL INSURANCE** provision of this Policy, except as to the payment of premium. If an Insured Person's Total Disability ends and the Insured Person is still eligible for insurance under this Policy, coverage will continue provided that premium is paid beginning with the first of the month following the Insured Person's return to work.

J. PLAN AND EXPOSURE CHANGES

If You desire a change in this plan while the Policy is in force, You must give Us at least 30 days written notice before the plan change desired is to be effective. If the occupational exposure of the Insured Person increases while the Policy is in force, You must give Us notice within 30 days of the date of the change in occupational exposure.

You must notify Us of the addition of any new subsidiary or affiliated company that is to be covered by this Policy. Such notice must be sent to Us within 30 days of the acquisition of such subsidiary or affiliated company.

We have the right to increase the premium for any increase in Benefits, occupational exposure, or number of Insured Persons.

The Policy may be modified by rider, endorsement or amendment. Consent of Insured Persons to any modifications shall not be required.

K. AUDIT

We have the right to inspect and audit all records and procedures of Yours and any Insured Person that relate to this Policy. These records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, driver logs and physicals, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the Policy period and within **3 years** after the Policy period ends.

L. SUBROGATION

We have the right to subrogate any and all rights of recovery which any Insured Person may have or acquire against any party (except the Holder) or the insurer of any party, for Benefits paid or payable under the Policy. Any Insured Person who receives Accident Medical Expense Benefits or Accident Disability Benefits from Us for any covered Injury, shall be deemed to have assigned their right of recovery for such Benefits to Us and agree to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If a third party, including any other insurance carrier of the

Insured Person, pays an Insured Person as a result of judgment, arbitration, compromise settlement or other arrangement for Injuries sustained by the Insured Person for which Benefits were paid under the Policy, the Insured Person agrees to repay Us for all Benefits paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the Insured Person or Beneficiary, commonly known as the common fund doctrine. The Insured Person is specifically prohibited from incurring any expenses, costs, or fees on behalf of Us in pursuit of his rights of recovery against a third party or Our subrogation/reimbursement rights as set forth in the Policy. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from Our recovery without Our prior express written consent. Cost of collection including attorney's fee and court costs shall be shared pro rata between the Insured Person and Us unless We have engaged Our own independent counsel to pursue collection and protect Our interests.

Our right of subrogation and reimbursement, as set forth herein, will not be affected, reduced, or eliminated by the "made whole doctrine" or any other equitable doctrine or law which requires an Insured Person to be "made whole" before subrogation rights are allowed. Furthermore, it is prohibited for an Insured Person or Beneficiary to settle a claim against a third party for certain elements of damages, by eliminating damages related to medical expenses incurred.

In addition, if Benefits are payable under the Policy after a third party pays any beneficiary to the Policy, We will take credit for all amounts received, less amounts paid to Us, against all future payments under the Policy. No amount shall be owed by Us until the amount of Benefits We would have paid pursuant to the terms of the Policy exceeds the amount received.

SECTION IV - CLAIM PROVISIONS

A. NOTICE OF CLAIM

Written notice of claim must be given to Us promptly after any loss covered by this Policy or, if for cause, it cannot be given promptly, as soon as reasonably possible.

The notice will be sufficient if it identifies the Insured Person and this Policy and is sent to Us at Our administrative office, or is given to Our agent. To the extent possible, the notice shall also include:

1. How, when and where the Accident occurred.
2. The names and addresses of any witnesses or persons involved in the Accident.

Failure to provide a written notice of claim may delay, suspend or terminate Benefits.

B. CLAIM FORMS

After We receive the written notice of claim, We will furnish the Application For Benefits forms within **15 days**. If We fail to furnish the Application For Benefits forms, the Insured Person will be considered to have met the requirements if the Insured Person sends proof describing the occurrence, extent and nature of the loss.

C. APPLICATION FOR BENEFITS

The written Application For Benefits must be sent to Us within **90 days** after the date of such loss. Failure to furnish such application within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide it within such time and if it is furnished as soon as reasonably possible. In no event however, except in the absence of legal capacity of the Insured Person, shall the Application For Benefits be provided later than **90 days** from the time it is otherwise required. Failure to provide a written Application For Benefits will delay, suspend or terminate Benefits.

D. TIME PAYMENT OF CLAIMS

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment, will be paid immediately after We receive a written Application For Benefits and all necessary supporting documentation for the claim. Subject to the Application For Benefits, all accrued Benefits for which this Policy provides periodic payment will be paid according to Item 5. of the Application. Failure to furnish such Application For Benefits may result in the nonpayment of claims until it is received.

E. PAYMENT OF CLAIMS

The Accidental Death Benefit shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a member survives the Insured Person. The Insured Person's:

1. Spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brother and sisters; or
5. Estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance unless, before such payment is made, We have received at Our administrative office written notice of valid claim by some other person. If two or more persons become entitled to Benefits as preference beneficiaries, they shall share equally.

Benefits other than the Accidental Death Benefit are payable to the Insured Person except for Accident Medical Expense Benefits, if applicable. These Accident Medical Expense Benefits may be paid to the provider of the medical services. All accrued Benefits unpaid at the death of the Insured Person will be payable in the same manner as for the Accidental Death Benefit stated in the preceding two paragraphs.

If requested in writing by the Insured Person and approved by Us, any portion of Benefits payable under this Policy may be assigned.

Any Benefit payable to a minor may be paid to the legally appointed guardian of the minor, or if there is no such guardian, to such adult or adults as have in Our opinion assumed custody and principal support of such minor.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

F. PHYSICAL EXAMINATION OR AUTOPSY

At Our expense, We will have the right to examine an Insured Person when and as often as reasonably necessary. This exam may include an Occupational Assessment. In the event of Accidental Death, We also have the right to have an autopsy performed at Our expense unless forbidden by law. This physical examination or autopsy may be used to determine the Benefits payable under this Policy. Failure to submit to a physical examination or autopsy may delay, suspend or terminate Benefits.

G. COOPERATION

The Insured Person shall cooperate with Us in the investigation and handling of any claim, at our request shall give us a statement under oath and a signed statement of the answers, and shall immediately send Us copies of any request, demand or legal paper received regarding a claim. Failure to do so may delay, suspend or terminate Benefits.

H. ARBITRATION

If We and the Insured Person disagree whether the Insured Person is entitled to Benefits under the Policy or do not agree as to the amount of Benefits, both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then the parties will select an arbitrator. If they cannot agree within 30 days, either may request that a selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally.

I. COMMUTATION OF LOSS

At Our option, at any time later than two years from the date of any Accident resulting in a claim under the Policy, We may request to be released from liability with respect to any such claim. If so agreed by the Insured Person, We will appoint a third party to investigate, determine and capitalize such claim. The payment by Us of the capitalized value of such claim will constitute a complete and final release of Us with respect to such claim.

SECTION V - GENERAL PROVISIONS

A. CERTIFICATES

When this Policy is issued in a state that requires certificates, We will deliver them to the Holder. The Holder shall deliver them to each Insured Person. The certificates will describe the Benefits provided, to whom payable and the Policy limitations.

B. RECORDS EXAMINATION

We shall have the right to examine the Holder's records on this Policy at any reasonable time. This right will extend until **3 years** after expiration of this Policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

C. WORKERS' COMPENSATION

This Policy is not in place of and does not affect any requirements for coverage by Workers' Compensation insurance. No Benefits shall be payable under this Policy for any loss for which the Insured Person claims coverage under any Workers' Compensation, Employers' Liability, or similar law. We reserve the right to recover from the Insured Person any Benefits paid under this Policy which are subsequently claimed under any Workers' Compensation, Employers' Liability, or similar law.

D. ENTIRE CONTRACT CHANGES

This Policy and the Application attached to it, constitute the entire contract between the parties. Any statement made by the Holder or by an Insured Person shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the Benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written instrument, a copy of which has been furnished the Holder or the Insured Person. No such statement of the Holder shall be used at all to void this Policy after it has been in force for two years from the date of its issue.

No one has the right to change any part of the Policy or to waive any of its provisions unless the change is approved in writing on the Policy by one of Our officers.

E. LEGAL ACTIONS

No action at law or in equity can be brought against Us until after **60 days** following the date the written Application For Benefits was given. No action can be brought against Us after **6 years** from the date the Application For Benefits is required.

F. CANCELLATION AND NONRENEWAL

This Policy may be cancelled by the Holder by mailing to Us written notice stating when cancellation will be effective. Consent of any Insured Persons to cancellation shall not be required. We may cancel this Policy by mailing to the Holder at the address shown in Our records written notice stating when, no less than **31 days**, such cancellation stated in the notice shall be effective. The mailing of notice will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the Policy period. Delivery of written notice either by the Holder or by Us will be equivalent to mailing.

If the Policy is cancelled, a premium adjustment may be made at the time cancellation becomes effective. Our check or the check of Our representative mailed or delivered will be sufficient tender of any refund of premium due the Holder. Any refund due an Insured Person shall be made by the Holder.

We may non-renew this Policy by mailing to the Holder at the address shown in Our records written notice, no less than **31 days** before the end of the Policy period, of our intent not to renew the Policy. The mailing of notice will be sufficient proof of notice. Delivery of written notice by Us will be equivalent to mailing.

G. CONFORMITY WITH STATE STATUTES

If any provision of this Policy is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery, the provision is automatically amended to meet the requirements of the statute.



Administrative Office
Great West Risk Management, Inc.
2030 Falling Water Road, Suite 300
PO Box 31289
Knoxville, Tn 37930
1-800-998-9288

(A Stock Company)

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

Policy No.: **ORL00000A**

MASTER APPLICATION

Application is hereby made for a plan of Occupational Accident insurance based on the following statements and representations.

ITEM 1. NAME

Name of Holder: **JOHN DOE TRUCKING COMPANY**

Address: **ANY STREET**
ANY CITY, ANY STATE 00000

ITEM 2. DESCRIPTION OF ELIGIBLE PERSONS

The following described persons are eligible for coverage under this Policy:

INDEPENDENT CONTRACTORS AND CONTRACT DRIVERS OR INDEPENDENT CONTRACTORS OF INDEPENDENT CONTRACTORS OF THE HOLDER

CLASS 1: NON-TEAM DRIVERS

CLASS II: TEAM DRIVER

THE MEMBERS OF XYZ ASSOCIATION ON THE MONTHLY SCHEDULE PROVIDED TO US.

ITEM 3. EFFECTIVE DATE. This Policy is effective as of 12:01 a.m., Standard Time, at the address of the Holder, beginning **MMMM DD, YYYY** and ending at the same time on **MMMM DD, YYYY** .

ITEM 4. PREMIUM. Premium is payable **MONTHLY** on the **1st** day of the month. The premium rate(s) are as follows:

CLASS I NON-TEAM DRIVERS - \$\$\$\$\$
CLASS II TEAM DRIVERS - \$\$\$\$\$
MEMBERS - \$\$\$\$\$

ITEM 5. SCHEDULE OF BENEFITS

A. Occupational Accident Benefits

Accidental Death Benefit – \$300,000 Principal Sum payable as follows:

- a. If death occurs due to a covered Occupational Accident, We will pay a flat sum of **\$20,000**, with the remainder of the Principal Sum paid as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.
- b. If a legal spouse survives the Insured Person, We will pay **\$1,000** to that surviving spouse up to the Maximum Benefit Amount shown.
- c. If a legal spouse does not survive the Insured Person, or if the spouse dies or remarries, We will pay **\$1,000** to a surviving Dependent Child. If there is more than one surviving Dependent Child, We will divide **\$1,000** equally between the surviving Dependent Children.
- d. If there is no surviving spouse or Dependent Child at the time of the Insured Person’s death, We will pay the flat sum of **\$25,000** as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.

Accidental Dismemberment Benefit – \$300,000 Principal Sum payable at **\$1,000 Per Month**.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Paralysis Benefit – \$300,000 Principal Sum payable at **\$1,000 Per Month**.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: **\$500,000**

Deductible: **\$500**

Expense must be incurred within **3 months** of the date the Accident occurs.

Accident Disability Benefit

Percentage of Average Weekly Contract Payments **66 2/3%**

Maximum Benefit per Week * **\$300.00***

Elimination Period **7 Days**

Maximum Benefit per Accident: **\$500,000 ***

Maximum Benefit Period:

Insured Person's Age at Disability	Maximum Benefit Period
Under Age 60	To SSNRA
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
Age 66 Or Older	12 Months

**SSNRA means the Social Security Normal Retirement Age as stated in the 1983 amendment to the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

*Regardless of the Maximum Benefit Period stated above, total Accident Disability Benefits shall not exceed the Maximum Benefit per Accident. *The Benefits payable for Total Disability or Partial Disability will be reduced by the amount of all Other Disability Benefits.

B. Non-Occupational Accident Benefit

Accidental Death Benefit – \$20,000 Principal Sum payable in one sum.

Accidental Dismemberment Benefit – \$10,000 Principal Sum payable in one sum.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: **\$7,500**

Deductible: **\$500**

Expense must be incurred within **3 months** of the date the Accident occurs.

ITEM 6. A. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT. \$500,000 per Insured Person per Covered Accident.

B. COMBINED SINGLE LIMIT – DEDUCTIBLE. \$1,000 per Insured Person per Covered Accident.

POLICY RIDERS AND/OR ENDORSEMENTS

The following Riders and/or Endorsements are attached and made part of the Policy. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
OA 03 01 01 09	TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE PART
OA 03 02 01 09	TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE APPLICATION

FRAUD WARNING NOTICE

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.

I UNDERSTAND THAT THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE.

AGENT OR BROKER		HOLDER	
Name of Firm:	<u>ANY AGENCY, INC.</u> (Please print)	Name:	<u>JOHN DOE TRUCKING COMPANY</u> (Please print)
Name of Agent or Broker:	<u>ANY AGENT</u> (Please print)	Title:	<u>PRESIDENT</u> (Please print)
Signature:	_____	Signature:	_____
Date:	<u>MMMM DD, YYYY</u>	Date:	<u>MMMM DD, YYYY</u>

(A Stock Company)

CERTIFICATE OF INSURANCE

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

Having issued Policy Number **ORL00000A** insuring certain Insured Persons with

JOHN DOE TRUCKING COMPANY
(HEREIN CALLED THE HOLDER)

Old Republic Life Insurance Company certifies that any Insured Person who qualifies under the ELIGIBILITY provision stated below is an Insured Person. This insurance is subject to all the definitions, limitations and conditions of the Policy. This coverage takes effect on the date shown in the EFFECTIVE DATE provision stated below. This certificate is not the Policy. It is evidence of insurance provided under the Policy. The Policy can be amended by mutual consent between the Holder and Us.

This certificate replaces and cancels any other certificate previously issued to an Insured Person under the Policy.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY



Secretary



President

ELIGIBILITY

Members, Independent Contractors or Contract Drivers of the Holder and Independent Contractors of the Independent Contractors, of the Holder.

EFFECTIVE DATE

This Policy is effective as of 12:01 a.m., Standard Time, at the address of the Holder, beginning **MMMM DD, YYYY** and ending at the same time on **MMMM DD, YYYY**.

This insurance will take effect on the date the Policy takes effect. If an Insured Person becomes eligible after the Effective Date of the Policy, the insurance will become effective on the date that an Insured Person becomes eligible.

If an Insured Person is not actively at work on the date this Policy is to become effective, the coverage will not become effective until an Insured Person has been actively at work for at least one full day.

IMPORTANT NOTICE

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. IT MAY ONLY BE LEGALLY SOLD TO EMPLOYERS WHO: (1) HAVE BEEN APPROVED BY WORKERS' COMPENSATION COMMISSION AS A SELF-INSURER OR WHO ARE MEMBERS OF WORKERS' COMPENSATION COMMISSION APPROVED SELF-INSURED GROUPS; (2) ARE INSURED ON A REIMBURSEMENT BASIS TO AN EMPLOYER UNDER A LARGE DEDUCTIBLE WORKERS' COMPENSATION POLICY ISSUED BY A LICENSED WORKERS' COMPENSATION INSURER; OR (3) ARE SOLE PROPRIETORS OR PARTNERS WHO HAVE ELECTED UNDER ARKANSAS CODE ANN. §11-9-102 (10) AND §11-9-402 (c) TO EXCLUDE THEMSELVES (BUT NOT THEIR EMPLOYEE) BY OBTAINING A CERTIFICATE OF NON-COVERAGE FROM THE ARKANSAS WORKERS' COMPENSATION COMMISSION.

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT WORKERS' COMPENSATION INSURANCE

THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

Accident Medical Expense Benefit
Accident Disability Benefit
Accidental Death and Dismemberment Benefit
Accident Paralysis Benefit
Non-Participating

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SCHEDULE OF BENEFITS

ITEM 5.

A. Occupational Accident Benefits

Accidental Death Benefit – \$300,000 Principal Sum payable as follows:

- a. If death occurs due to a covered occupational Accident, We will pay a flat sum of **\$20,000**, with the remainder of the Principal Sum paid as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.
- b. If a legal spouse survives the Insured Person, We will pay **\$1,000** to that surviving spouse up to the Maximum Benefit Amount shown.
- c. If a legal spouse does not survive the Insured Person, or if the spouse dies or remarries, We will pay **\$1,000** to a surviving Dependent Child. If there is more than one surviving Dependent Child, We will divide **\$1,000** equally between the surviving Dependent Children.
- d. If there is no surviving spouse or Dependent Child at the time of the Insured Person's death, We will pay the flat sum of **\$25,000** as outlined in SECTION IV – Claim Provisions, paragraph E., Payment of Claims.

Accidental Dismemberment Benefit – \$300,000 Principal Sum payable at **\$1,000 Per Month**.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Paralysis Benefit – \$300,000 Principal Sum payable at **\$1,000 Per Month**.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: **\$500,000**

Deductible: **\$500**

Expense must be incurred within **3 months** of the date the Accident occurs.

Accident Disability Benefit

Percentage of Average Weekly Contract Payments **66 2/3%**

Maximum Benefit per Week * **\$300.00***

Elimination Period **7 Days**

Maximum Benefit per Accident: **\$500,000***

Maximum Benefit Period:

Insured Person's Age at Disability	Maximum Benefit Period
Under Age 60	To SSNRA
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
Age 66 or Older	12 Months

**SSNRA means the Social Security Normal Retirement Age as stated in the 1983 amendment to the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

*Regardless of the Maximum Benefit Period stated above, total Accident Disability Benefits shall not exceed the Maximum Benefit per Accident. *The Benefits payable for Total Disability or Partial Disability will be reduced by the amount of all Other Disability Benefits.

B. Non-Occupational Accident Benefit

Accidental Death Benefit – \$20,000 Principal Sum payable in one sum.

Accidental Dismemberment Benefit – \$10,000 Principal Sum payable in one sum.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: **\$7,500**

Deductible: **\$500**

Expense must be incurred within **3 months** of the date the Accident occurs.

ITEM 6. Combined Single Limit - Maximum Benefit. \$500,000 per Insured Person per Covered Accident.

Combined Single Limit – Deductible \$1,000 per Insured Person per Covered Accident.

POLICY RIDERS AND/OR ENDORSEMENTS

The following Riders and/or Endorsements are attached and made part of this Certificate. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
OA 03 03 01 09	TRUCKERS OCCUPATIONAL ACCIDENT CERTIFICATE

SECTION I – DEFINITIONS

A. **“Accident”** means a sudden, unexpected, unusual, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. It does not include heart, coronary or any circulatory malfunction sickness or other health condition.

B. **“Average Weekly Contract Payments”** for an Independent Contractor who does not operate as a Team Driver means one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver with a Contract Driver means eighty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on eighty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver. The Independent Contractor must substantiate, through the use of a lease agreement or other methods, that the other driver is a Contract Driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver that shares all income and expense equally with the other team member means fifty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on fifty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for Contract Drivers means the average weekly payments received as a truck driver for the shorter of:

1. The two years immediately prior to the date of the Accident; or
2. The period of time worked.

Average Weekly Contract Payments for Contract Drivers will not include any performance bonus, expense reimbursement or other remuneration for other work not specified as an obligation within the Covered Contract.

C. **“Benefit”** means the amount of Accident insurance Benefits provided under this Policy in effect on the date the Accident occurs. Benefit does not include amounts for Occupational Sickness or Disease.

D. **“Contract Driver”** means a driver who operates a power unit owned or leased by an Independent Contractor and for whom a premium has been paid. A Contract Driver cannot be an acknowledged Employee of the Motor Carrier or an Independent Contractor unless it is not mandatory for Workers Compensation coverage to be provided for such person as an Employee of either a Motor Carrier or Independent Contractor.

E. **“Covered Contract”** means a long-term lease as defined by U.S. Department of Transportation regulations.

To be a Covered Contract such lease must include the following requirements:

1. It must be signed by both the Motor Carrier and the Independent Contractor.
2. The Independent Contractor must be responsible for:
 - a. Power unit maintenance;
 - b. Power unit operating costs, including but not limited to fuel, repairs, physical damage insurance, and personal expenses associated with the operation of the power unit; and
 - c. Hiring and supervising necessary personnel to operate trucks, who are Independent Contractors or Contract Drivers.
3. The Independent Contractor must be compensated on a basis other than solely on time expended in performing work.

4. The Independent Contractor must have the responsibility for determining the time, means and method of performing work; and
 5. The Independent Contractor or Contract Driver cannot be an acknowledged Employee of the Motor Carrier.
- F. "Cumulative Trauma"** means repetitive mental or physical traumatic activities extending over a period of time, the combined effects of which cause any disability or need for medical treatment.
- G. "Deductible"** means the dollar amount of eligible medical expenses for each claim that must be paid before We will begin making payments.
- H. "Dependent Child"** means an unmarried child of the Insured Person under 19 years of age (under 23 years of age if the child is a full-time student in an accredited school or college) who is a legal dependent of the Insured Person.
- I. "Elimination Period"** means the number of days from the start of a period of full Total or Partial Disability as determined by the Treating Physician that must elapse before Benefits become payable. The Elimination Period is shown in Item 5 of the Schedule of Benefits. The Elimination Period is not retroactive.
- J. "Functional Capacity Examination"** means a test performed by a Physical Therapy professional to evaluate and estimate physical limitations.
- K. "Hemiplegia"** means the total Paralysis of the upper and lower limbs on the same side of the body. Such loss must be certified by a Licensed Physician to be permanent and irreversible.
- L. "Hospital"** means an institution established according to law which:
1. Is mainly for the care and treatment of sick, ailing, or injured in-patients;
 2. Is run by a staff of one or more Licensed Physicians, available at all times;
 3. Provides nursing services at all times;
 4. Provides organized diagnostic and surgical facilities either on the premises or by contract with another Hospital; and
 5. Is not mainly a place for convalescence, rest, nursing custody or extended care of the aged, drug addicts or alcoholics.
- M. "Immediate Family"** means the spouse, children, parents, sisters, brothers, parents-in-law, sisters and brothers-in-law of an Insured Person.
- N. "Independent Contractor"** means a person performing contract obligations as a truck driver who is under a Covered Contract with a Motor Carrier and for whom a premium has been paid. Independent Contractor does not include any Employee or subcontractor of the Independent Contractor.
- O. "Injury"** means bodily Injury caused by a covered Accident that:
1. Occurs while this Policy is in force for the Insured Person;
 2. Results directly and independently of all other causes of loss covered by this Policy; or
 3. Occurs in the manner and under the circumstance described in this Policy.
- The following are not considered as resulting from a covered Injury and are not covered under this Policy.
1. Contraction of a disease is not an Accident within the meaning of the term Injury;
 2. Sickness, disease or bacterial infection, except pyogenic infection, which results from an accidental cut or wound; or
 3. Medical or surgical treatment of a sickness or disease.
- P. "Insured Person"** means an Independent Contractor, [Member of the Holder] or Contract Driver, for whom a premium has been paid.
- Q. "Intensive Care Unit"** means a special Intensive Care Unit in a Hospital. It must:
1. Be separated from the surgical recovery room; and
 2. Be separated from rooms, beds and wards used for patient confinement; and
 3. Have constant attendance by full-time Nurses assigned exclusively to such unit; and
 4. Contain apparatus used in the treatment of the critically ill; and
 5. Be under the direct supervision of a full-time Licensed Physician or an Intensive Care committee or medical staff.
- R. "Licensed Physician"** means a currently licensed practitioner of the healing arts, acting within the scope of the physician's license. A Licensed Physician cannot be the Insured Person nor a member of the Insured Person's Immediate Family.

S. “Medically Necessary” means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice as determined by Us. A service or supply will not be considered medically necessary if it:

1. Is provided only as a convenience for an Insured Person or the provider;
2. Is not an appropriate treatment for the Insured Person’s diagnosis or symptoms;
3. Exceeds, in scope, duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. Is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that any particular Licensed Physician may prescribe, order, recommend or approve a service or supply does not make the service or supply Medically Necessary.

T. “Medicare” means the “Health Insurance for the Aged and Disabled Act” passed by the Congress of the United States of America under Title XVIII of the Social Security Act Amendments of 1965, as amended.

[U. “Member” means an Independent Contractor or Contract Driver who is a Member in good standing of the Holder and for whom a premium has been paid.]

V. “Motor Carrier” means the person, firm, or other entity with whom the Independent Contractor has entered into a Covered Contract.

W. “Non-Occupational Accident Benefit” means Benefits payable for an Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.

X. “Nurse” means a Graduate Nurse, including Registered Nurse and Licensed Practical Nurse. It does not include the Insured Person nor a member of the Immediate Family of an Insured Person.

Y. “Occupational Accident Benefits” means Benefits payable for an Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract.

Z. “Occupational Assessment” means a test of vocational capabilities. The process may include a review of medical records; Injury and treatment history; background, including education, military, and previous occupations;

and an evaluation of basic skills such as reading comprehension, spelling, basic math skills, and vocational alternatives.

AA. “Occupational Sickness or Disease” means a condition that satisfies all the following:

1. An unhealthy condition of the body, caused by exposure to environmental or physical hazards during the contract performance of an Insured Person within the scope of the Covered Contract with the Motor Carrier which is generally accepted by the Center for Disease Control to be a disease; and
2. Is not a condition resulting from an Accident.

It does not include ordinary diseases to which the general public is exposed outside of the Insured Person’s assigned duties in the scope of the Covered Contract or a disease resulting directly from an Accident.

BB. “Other Disability Benefits” means:

1. Disability Benefits paid, payable, or for which there is a right under:
 - a. The Social Security Act, including any amounts for which the Insured Person’s dependents may qualify because of the Insured Person’s disability; or
 - b. Any Workers’ Compensation Law or any other law that provides compensation for an occupational injury; or
 - c. Any State Disability Benefit Law; or
 - d. Any State No Fault Law.
2. Disability Benefits paid, payable, or for which there is a right under:
 - a. Any group insurance plan provided by or through the Motor Carrier or the Holder;
 - b. Any formal sick leave plan provided by the Motor Carrier or the Holder; or
 - c. Any Retirement Plan provided by the Motor Carrier or the Holder.
3. Retirement Benefits paid under the Social Security Act, including any amounts for which the Insured Person’s dependents may qualify because of the Insured Person’s disability.
4. Retirement Benefits paid under a Retirement Plan provided by the Motor Carrier or the Holder, except for amounts attributable to the Insured Person’s contributions.

The Accident Disability Benefit, after the reductions stated above, will not be further reduced for subsequent cost-of-living increases that are paid, payable, or for which there is a right under any Benefit described above. The Accident Disability Benefit will not be reduced by any increases in Social Security payments other than an increase in Benefits due to a change in dependent status.

“Retirement Plan”, as stated above, means a plan that provides Retirement Benefits to the Insured Person and is not funded wholly by the Insured Person’s contributions. It does not include: (1) a profit sharing plan, a thrift or savings plan; (2) an individual retirement account (IRA);(3) a tax sheltered annuity (TSA); (4) a stock ownership plan; or (5) a deferred compensation plan.

CC. “Paralysis” means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity as the result of an Injury to the brain or spinal cord, as determined by a Licensed Physician. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

DD. “Paraplegia” means the total Paralysis of both lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

EE. “Partial Disability” Or “Partially Disabled” means the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the Regular Care of the Treating Physician for the covered Injury; and
3. Gainfully performing any occupation on a full-time or part-time basis.

FF. “Pre-existing Condition” means any condition which was medically diagnosed and for which treatment was received within 12 months prior to the Insured Person’s effective date of coverage.

GG. “Principal Sum” means the amount of insurance as shown in Item 5. of the Schedule of Benefits and is limited for each covered Insured Person by the percentage shown below:

<u>AGE ON DATE OF INJURY</u>	<u>APPLICABLE PERCENTAGE</u>
Age 69 or Younger	100%
Age 70-74, Inclusive	65%
Age 75-79, Inclusive	45%
Age 80-84, Inclusive	30%
Age 85 and Older	15%

HH. “Quadriplegia” means the total Paralysis of both upper and lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

II. “Reasonable Expense” means the Usual and Customary fee or charge for a given service or supplies by a Licensed Physician to a majority of the Licensed Physician’s patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same services and supplies.

JJ. “Recurrent Disability” means successive periods of the same disability, unless

1. The latter disability results from a separate Accident; or
2. The periods of disability are not separated by at least **90 days** during which the Insured Person is performing the duties of the Covered Contract.

For the purpose of calculating the Maximum Benefit Period, Recurrent Disabilities shall be counted toward one period of disability.

KK. “Regular Care of a Physician” means the monitoring and/or evaluation of the disabling condition by the Treating Physician every 30 days or as otherwise determined by us.

LL. “Schedule of Benefits” means Item 5. of the Schedule of Benefits that shows:

1. Benefit amounts;
2. Maximum Benefit Period; and
3. Deductible amounts.

MM. “Social Security Disability Award” means Social Security Disability Benefits for which the Insured Person has submitted a claim for this covered Injury and has been approved for payment by the Social Security Administration.

NN. “Team Driver” means an Insured Person who operates a truck in conjunction with another driver.

OO. “Total Disability” and **“Totally Disabled”** means that during the first **24 months** following the date of the Accident, the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the Regular Care of the Treating Physician for the covered Injury; and
3. Not gainfully performing any occupation on a full-time or part-time basis.

After **24 months** following the date of the Accident, "Total Disability" or "Totally Disabled" means that, the Insured Person, because of a covered Injury:

1. Is continuously unable to engage in any occupation for which the Insured Person is or becomes qualified by education, training or experience;
2. Is under the Regular Care of the Treating Physician for the covered Injury;
3. Is not gainfully performing any occupation on a full-time or part-time basis; and
4. Has been awarded a Social Security Disability Award, for the covered Injury, unless the Insured Person is unable to obtain a Social Security Disability Award solely because he or she has qualified for Social Security Retirement Benefits.

PP. "Treating Physician" means a Licensed Physician who provides primary care for an Insured Person due to a covered Injury. If requested by the Insured Person, We will authorize a one time change of the Treating Physician during the course of treatment for a covered Injury.

QQ. "Under Dispatch" means the period of time during which an Insured Person operates his or her vehicle or performs vehicle repair, while en route to picking up a load, loading, delivering a load, unloading, or returning from the delivery of a load. The dispatch must be authorized by the Motor Carrier in the normal and customary course of business and by the normal and customary means of such authorization. Under Dispatch does not include vehicle repair or routine vehicle maintenance if it is not done while en route to picking up a load, loading, delivering a load, unloading, or while returning from the delivery of a load.

RR. "Uniplegia" means the total Paralysis of a single limb. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

SS. "We, Our and Us" means the Old Republic Life Insurance Company, Chicago, Illinois.

TT. "You, Your and Yours" means the Holder.

SECTION II - DESCRIPTION OF COVERAGE

Occupational Accident Coverage is provided for Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract. Coverage begins at the time the truck is dispatched and continues until the truck is no longer Under Dispatch. Non-Occupational Accident Coverage is provided for Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.

A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When a covered Injury results in any of the following losses to an Insured Person within 365 days of the Accident, We will pay up to the indicated percentage of the Principal Sum for:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%

Loss of Hearing in Both Ears	50%
Loss of Thumb & Index Finger of Same Hand	25%

Loss as used above with reference to hand or foot means the complete and actual severance through or above the wrist or ankle joint.

Loss as used above with reference to eye means the irrecoverable loss of the entire sight; or diminution of vision to 20/200 or less with corrective lenses; as used with reference to hearing means the complete and irrecoverable loss of hearing in both ears; and as used with reference to thumb and index finger, means the complete severance through or above the metacarpophalangeal joints.

Only one payment will be made for loss resulting from any one Accident. If an Insured Person suffers more than one loss listed above as the result of any one covered Accident, We will pay only the single largest amount to which the Insured Person is entitled. This amount is subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

1. MAXIMUM BENEFIT PERIOD

a. Accidental Death

We will pay Accidental Death Benefits until the earliest of the following:

- (1) The date We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The date the surviving spouse dies or remarries if there are no surviving Dependent Children;
- (3) The date the last surviving Dependent Child dies or is no longer eligible if there is no eligible surviving spouse; or
- (4) The date the Benefits paid for all coverages provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

b. Accidental Dismemberment

We will pay Accidental Dismemberment Benefits until the earliest of the date:

- (1) We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The Insured Person dies; or
- (3) The total paid for all Benefits provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

2. INCAPACITATED CHILD BENEFITS

Benefit payments will continue to any child who reaches the age limit, and is:

- a. Totally incapable of self-sustaining employment due to physical or mental handicap; and
- b. Chiefly dependent on a designated guardian for support and maintenance.

Such Benefit payments will continue until the earliest of the date:

- a. We have paid the Principal Sum provided under this Policy; or
- b. The total paid for all Benefits provided under this Policy equal the Combined Single Limit – Maximum Benefit shown in Item 6. of the Schedule of Benefits.

To continue payments, We must receive proof of the child’s incapacity and dependence as soon as possible after the child reaches the age limit. We may require proof from time to time, but not more than once a year following the first 2 years after the date the child reaches the age limit.

B. ACCIDENT PARALYSIS BENEFITS

If, because of a covered Injury and beginning within 365 days after the date of the Accident, an Insured Person sustains Uniplegia, Hemiplegia, Paraplegia or Quadriplegia, We will pay the stated percentage shown below of the Insured Person’s Principal Sum. This Benefit is payable monthly beginning with the 13th month of such Paralysis. The monthly Benefit payable is the stated percentage of the amount payable per month as shown in Item 5. of the Schedule of Benefits. It is payable for each successive month of continued Paralysis, however, the maximum Benefit payable will not exceed the stated percentage of the Insured Person’s Principal Sum.

	<u>STATED PERCENTAGE</u>
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Quadriplegia	100%

We will pay Paralysis Benefits until the earliest of:

- 1. We have paid the stated percentage of the Insured Person’s Principal Sum;
- 2. The Insured Person dies; or
- 3. The date the total paid for all Benefits provided under this Policy equals the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

C. ACCIDENT MEDICAL EXPENSE BENEFITS

If a covered Injury requires treatment by a Licensed Physician, employment of a Nurse, confinement in a Hospital, x-ray examination, or the use of an ambulance, within **60 days** of the date of the Accident, We will pay after the Combined Single Limit - Deductible, the Reasonable Expense for services that are Medically Necessary and actually incurred by an Insured Person. This payment is in addition to any other Benefit payable under this Policy. The Insured Person must incur such expense within the period, shown in Item 5. of the Schedule of Benefits. Benefits payable under this provision shall not exceed the Maximum Benefit shown in the Schedule of Benefits, Item 5. or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Schedule of Benefits.

The following are eligible expenses:

1. HOSPITAL SERVICES

Reasonable Expenses for Hospital room and board and general nursing care for each day of covered confinement. We will also pay other necessary Hospital charges such as use of the operating or emergency room, laboratory tests, radiological procedures, anesthetics and the administration of anesthetics, and blood and blood products and the transfusion thereof.

2. LICENSED PHYSICIAN'S FEES

Charges by a Licensed Physician for Medically Necessary treatment. We limit Licensed Physician's calls while the Insured Person is confined to the Hospital to one call a day for one Licensed Physician. We also cover charges for one second opinion for surgery.

3. DRUGS

Charges for drugs and medicines that are Medically Necessary and require a written prescription by a Licensed Physician.

4. AMBULANCE

Charges incurred for local professional ambulance services, from the site of an Accident to a Hospital, and if necessary from the Hospital to the Insured Person's home or other medical facility.

5. DENTAL CARE

Charges incurred for Medically Necessary dental treatment resulting from Injury to sound natural teeth.

6. PHYSICAL AND MASSAGE THERAPY - ACUPUNCTURE, OSTEOPATHIC AND CHIROPRACTIC CARE

Charges incurred as a result of a covered Accident for Medically Necessary osteopathic manipulative treatments; chiropractic manipulative treatments; and physical medicine, therapy or rehabilitation; including, but not limited to, application of any modality, electrical stimulation, traction, acupuncture, and massage. Such treatment is limited. We will pay **20 visits** per calendar year regardless of whether such treatment is performed by a Licensed Physician, osteopath, chiropractor, physical or massage therapist, acupuncturist, other health care professional, or any combination thereof.

7. HOME HEALTH CARE

Charges for home health services rendered by a Home Health Care Agency under a Home Health Care Plan as required for the treatment of a covered Injury. The Plan must have been established in lieu of Hospital confinement or confinement in a skilled nursing facility. We will pay **for up to 20 visits** per calendar year. Each 4 hour visit by a member of a home health care team is considered as one home health care visit.

"Home Health Care Agency" means:

- a. A service or agency which holds a valid certificate of approval, or license, as a public Home Health Care Agency;
- b. A Hospital holding a valid operating certificate authorizing it to provide home health services; or
- c. An establishment approved as a Home Health Care Agency under Medicare.

A Home Health Care Agency cannot be the Insured Person nor a member of the Insured Person's Immediate Family.

"Home Health Care Plan" means a program for care and treatment of an injured Insured Person in their home by a Home Health Care Agency. The program must be established by a Licensed Physician. The Licensed Physician must approve the program in writing prior to the start of home health care services. The Physician must also certify that confinement in a Hospital or in a skilled nursing facility would be required if home care is not provided.

D. ACCIDENT DISABILITY BENEFITS

1. TOTAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Application, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments for each week that We have received written proof of continuing Total Disability, when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Total Disability within **180 days** of the Accident; and
- c. Medically Necessary treatment for the Injury started within **60 days** of the Accident.

Upon receipt of the written Application For Benefits, Benefits are payable beginning with the first day of Total Disability following the Elimination Period and will continue for the period the Insured Person is Totally Disabled. Written proof of continuing Total Disability must be provided for each week that Benefits are paid

2. PARTIAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident as shown in Item 5. of the Schedule of Benefits, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments, less any earnings while Partially Disabled for each week that We have received written proof of continuing Partial Disability, when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Partial Disability within **180 days** of the Accident; and
- c. Medically Necessary treatment for the Injury started within **60 days** of the Accident.

Upon receipt of the written Application For Benefits, Benefits are payable beginning with the first day of the Partial Disability following the Elimination Period and will continue for the period the Insured Person is Partially Disabled. Written proof of continuing Partial Disability must be provided for each week that Benefits are paid.

3. PAYMENT OF ACCIDENT DISABILITY BENEFITS

Subject to due written Application For Benefits and receipt and review of objective medical findings, We will pay all accrued Accident Disability Benefits at the end of each week of Total or Partial Disability. We will immediately pay any balance remaining unpaid upon the termination of the period of disability. Such written Application For Benefits must include objective medical findings supplied at the Insured Person's expense, that support the Insured Person's disability. Failure to do so may delay, suspend or terminate Benefits. Objective medical findings include, but are not limited to, tests, procedures or clinical examinations commonly accepted in the practice of medicine, for the Insured Person's disabling condition.

We will pay Benefits under this provision for periods that are less than one week on the basis of 1/7th of the weekly Benefit for each day of Total or Partial Disability.

The maximum Benefit per week payable for Total or Partial Disability will be reduced by the amount of all Other Disability Benefits. If the amount of all Other Disability Benefits exceeds the disability payment amount, then no benefit is due that week. The Insured Person shall provide to Us the amount of all Other Disability Benefits received. Failure to do so may delay, suspend or terminate Benefits.

Benefits payable under this provision shall not exceed the Maximum Benefit per Accident nor the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits, or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Schedule of Benefits.

4. TERMINATION OF ACCIDENT DISABILITY BENEFITS

Benefit payments for Accident Disability terminate on the earliest of the following dates:

- a. The date the Insured Person is no longer Totally or Partially Disabled as determined by the Treating Physician. Failure to provide a current disability slip from the Treating Physician may delay, suspend, or terminate Benefits;
- b. The date the Insured Person's earnings while disabled equal or exceed 100% of the Insured Person's pre-disability Average Weekly Contract Payments;
- c. The date the Insured Person dies;
- d. The end of the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits;
- e. The date the Insured Person ceases to be under the Regular Care of the Treating Physician for the covered Injury; or
- f. The date We have paid the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

5. RECURRENT DISABILITY

If the disability for which Benefits were payable ends and recurs due to the same or related causes, but is not a Recurrent Disability, it will be considered a resumption

of the prior disability. Such disability shall be subject to the provisions of the Policy that were in effect at the time the prior disability began.

A Recurrent Disability shall be subject to a new Elimination Period and the other provisions of the Policy that are in effect on the date the disability recurs. The disability must recur while the Insured Person's coverage is in force under the Policy.

E. EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

1. Suicide, attempted suicide, self-destruction, or attempted self-destruction while sane or insane;
2. Declared or undeclared war or an act of either;
3. Sickness, medical condition or disease, except pyogenic infections, caused by an accidental cut or wound;
4. Cumulative Trauma;
5. Occupational Sickness or Disease;
6. Heart attack, stroke, coronary artery disease, or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of loss is external trauma;
7. Mental Stress unless a covered physical Injury is and remains a major contributing cause of the mental Injury, as shown by clear and convincing evidence. Mental Stress is any psychological, psychiatric, or emotional condition for which compensation is sought; or
8. Any Injury which is the result of an attack provoked by the Insured Person except that Benefits will be payable when such Injuries are inflicted on an Insured Person by another person while the other person is committing a felony, and Benefits will be payable for Injuries resulting from an unprovoked attack on the Insured Person.

Nor does this Policy cover loss caused by or resulting from Injury sustained while:

9. Participating in an illegal occupation, committing or attempting to commit a felony;
10. Acting as a crew member or helper other than as a driver;
11. Serving in the armed forces of any country;

12. Traveling on vacations or traveling to and from work, except for any Non-occupational Accident Coverage provided by this Policy;
13. Riding as a pilot or crew member in any vehicle or device for aerial navigation;
14. Riding as a passenger in any aircraft owned, operated or leased by or on behalf of the Motor Carrier unless a specific written agreement has been obtained from Us to provide such coverage; or
15. Participating in a union stop work action.

Nor does this Policy cover loss caused by or resulting from Injury sustained as a consequence of the Insured Person being:

16. Legally intoxicated or under the influence of alcohol as defined in the jurisdiction where the Injury occurs; or
17. Under the influence of any drug, narcotic or controlled substance unless, and only to the extent, prescribed by a Licensed Physician.

Nor does this Policy pay for:

18. Expenses, including over-the-counter medications or other items not prescribed by a physician; postage; fax charges; fees for missed appointments; or mileage, meals or lodging expenses associated with any covered Injury or medical treatment;
19. Prosthetic or orthopedic appliances required for any replacement of natural parts of the body unless Medically Necessary for the treatment of a covered Injury;
20. Dental treatment, except as a result of Injury to sound natural teeth as provided under Accident Medical Expense Benefit;
21. Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused impairment of sight;
22. Injury for which Benefits are payable under any Workers' Compensation Act, Medicare, Medicaid, No Fault or Personal Injury Protection statute, or similar law;
23. Treatment provided by a Hospital or institution that would not charge in the absence of this insurance or that is owned or operated by the state or federal government or agency thereof;
24. Hearing aids or hearing examinations unless a covered Injury has caused impairment of hearing;

25. Items that are not Medically Necessary, including but not limited to whirlpools, hot tubs, saunas, health club memberships, beds (except for the rental cost of a hospital bed), motorized wheelchairs, scooters, smoking cessation programs, or weight loss programs;

26. Cosmetic, plastic or restorative surgery, unless Medically Necessary for the treatment of a covered Injury; or

27. Any expense and/or Benefit otherwise payable incurred as a result of an aggravation to a Pre-existing Condition that exceeds the amount necessary to bring the Insured Person back to pre-injury status.

SECTION III - CONDITIONS

A. EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of insurance for an eligible Insured Person will be the later of:

1. The effective date of the Policy; or
2. The date the Insured Person has been [a Member or] actively at work performing the duties of the Covered Contract for at least one full day if the Insured Person is not actively at work on the date coverage would otherwise become effective.

B. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT

The Combined Single Limit - Maximum Benefit" is the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. Payments made under one Benefit will reduce any Benefits payable under any other Benefit so that the combined total of all Benefits will not exceed the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

C. COMBINED SINGLE LIMIT – DEDUCTIBLE

The Combined Single Limit – Deductible is the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. We will combine all eligible Benefits for any one Accident to meet the Combined Single Limit – Deductible shown in Item 6. of the Schedule of Benefits.

D. TERMINATION OF INDIVIDUAL INSURANCE

The Insured Person's coverage will cease on the earliest of the following dates:

1. On the date this Policy is terminated;
2. On the date the Insured Person's [Membership or] Independent Contractor or Contract Driver status ceases; or

3. As of the premium due date if the required premium is not paid, except as a result of an inadvertent error.

In no case shall termination occur sooner than allowed by the applicable laws or regulations governing this Policy. Termination of the insurance of the Insured Person will be without prejudice to any claim of such Insured Person originating before such termination.

E. INADVERTENT ERROR

The failure to transmit, report, transfer premium or comply with any of the provisions of this Policy when such failure is due to an inadvertent error or clerical mistake will not prejudice the insurance of an Insured Person.

F. SUBROGATION

We have the right to subrogate any and all rights of recovery which any Insured Person may have or acquire against any party (except the Holder) or the insurer of any party, for Benefits paid or payable under the Policy. Any Insured Person who receives Accident Medical Expense Benefits or Accident Disability Benefits from Us for any covered Injury, shall be deemed to have assigned their right of recovery for such Benefits to Us and agree to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If a third party, including any other insurance carrier of the Insured Person, pays an Insured Person as a result of judgment, arbitration, compromise settlement or other arrangement for Injuries sustained by the Insured Person for which Benefits were paid under the Policy, the Insured Person agrees to repay Us for all Benefits paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the Insured Person or Beneficiary, commonly known as the common fund doctrine. The Insured Person is specifically prohibited from incurring any expenses, costs, or fees on

behalf of Us in pursuit of his rights of recovery against a third party or Our subrogation/reimbursement rights as set forth in the Policy. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from Our recovery without Our prior express written consent. Cost of collection including attorney's fee and court costs shall be shared pro rata between the Insured Person and Us unless We have engaged Our own independent counsel to pursue collection and protect Our interests.

Our right of subrogation and reimbursement, as set forth herein, will not be affected, reduced, or eliminated by the "made whole doctrine" or any other equitable doctrine or law which requires an Insured Person to be "made whole" before

subrogation rights are allowed. Furthermore, it is prohibited for an Insured Person or Beneficiary to settle a claim against a third party for certain elements of damages, by eliminating damages related to medical expenses incurred.

In addition, if Benefits are payable under the Policy after a third party pays any beneficiary to the Policy, We will take credit for all amounts received, less amounts paid to Us, against all future payments under the Policy. No amount shall be owed by Us until the amount of Benefits We would have paid pursuant to the terms of the Policy exceeds the amount received.

SECTION IV - CLAIM PROVISIONS

A. NOTICE OF CLAIM

Written notice of claim must be given to Us promptly after any loss covered by this Policy, or, if for cause, it cannot be given promptly, as soon as reasonably possible.

The notice will be sufficient if it identifies the Insured Person and this Policy and is sent to Us at Our administrative office, or is given to Our agent. To the extent possible, the notice shall also include:

1. How, when and where the Accident occurred.
2. The names and addresses of any witnesses or persons involved in the Accident.

Failure to provide a written notice of claim may delay, suspend or terminate Benefits.

B. CLAIM FORMS

After We receive the written notice of claim, We will furnish the Application For Benefits forms within **15 days**. If We fail to furnish the Application For Benefits forms, the Insured Person will be considered to have met the requirements if the Insured Person sends proof describing the occurrence, extent and nature of the loss.

C. APPLICATION FOR BENEFITS

The written Application For Benefits must be sent to Us within **90 days** after the date of such loss. Failure to furnish such application within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to

provide it within such time and if it is furnished as soon as reasonably possible. In no event however, except in the absence of legal capacity of the Insured Person, shall the Application For Benefits be provided later than **90 days** from the time it is otherwise required. Failure to provide a written Application For Benefits will delay, suspend or terminate Benefits.

D. TIME PAYMENT OF CLAIMS

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment, will be paid immediately after We receive a written Application For Benefits and all necessary supporting documentation for the claim. Subject to the Application For Benefits, all accrued Benefits for which this Policy provides periodic payment will be paid according to Item 5. of the Schedule of Benefits. Failure to furnish such Application For Benefits may result in the nonpayment of claims until it is received.

E. PAYMENT OF CLAIMS

The Accidental Death Benefit shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a member survives the Insured Person. The Insured Person's:

1. Spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brother and sisters; or
5. Estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance unless, before such payment is made, We have received at Our administrative office written notice of valid claim by some other person. If two or more persons become entitled to Benefits as preference beneficiaries, they shall share equally.

Benefits other than the Accidental Death Benefit are payable to the Insured Person except for Accident Medical Expense Benefits, if applicable. These Accident Medical Expense Benefits may be paid to the provider of the medical services. All accrued Benefits unpaid at the death of the Insured Person will be payable in the same manner as for the Accidental Death Benefit stated in the preceding two paragraphs. If requested in writing by the Insured Person and approved by Us, any portion of Benefits payable under this Policy may be assigned.

Any Benefit payable to a minor may be paid to the legally appointed guardian of the minor, or if there is no such guardian, to such adult or adults as have in Our opinion assumed custody and principal support of such minor.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

F. PHYSICAL EXAMINATION OR AUTOPSY

At Our expense, We will have the right to examine an Insured Person when and as often as reasonably necessary. This exam may include an Occupational Assessment. In the event of Accidental Death, We also have the right to have an autopsy performed at Our

expense unless forbidden by law. This physical examination or autopsy may be used to determine the Benefits payable under this Policy. Failure to submit to a physical examination or autopsy may delay, suspend or terminate Benefits.

G. COOPERATION

The Insured Person shall cooperate with Us in the investigation and handling of any claim, at our request shall give us a statement under oath and a signed statement of the answers, and shall immediately send Us copies of any request, demand or legal paper received regarding a claim. Failure to do so may delay, suspend or terminate Benefits.

H. ARBITRATION

If We and the Insured Person disagree whether the Insured Person is entitled to Benefits under the Policy or do not agree as to the amount of Benefits, both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then the parties will select an arbitrator. If they cannot agree within 30 days, either may request that a selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally.

I. COMMUTATION OF LOSS

At Our option, at any time later than two years from the date of any Accident resulting in a claim under the Policy, we may request to be released from liability with respect to any such claim. If so agreed by the Insured Person, We will appoint a third party to investigate, determine and capitalize such claim. The payment by Us of the capitalized value of such claim will constitute a complete and final release of Us with respect to such claim.

SECTION V - GENERAL PROVISIONS

A. CERTIFICATES

When this Policy is issued in a state that requires certificates, We will deliver them to the Holder. The Holder shall deliver them to each Insured Person. The certificates will describe the Benefits provided, to whom payable and the Policy limitations.

B. WORKERS' COMPENSATION

This Policy is not in place of and does not affect any requirements for coverage by Workers' Compensation insurance. No Benefits shall be payable under this Policy for any loss for which

the Insured Person claims coverage under any Workers' Compensation, Employers' Liability, or similar law. We reserve the right to recover from the Insured Person any Benefits paid under this Policy which are subsequently claimed under any Workers' Compensation, Employers' Liability, or similar law.

C. ENTIRE CONTRACT CHANGES

The Policy and the Application attached to it, constitute the entire contract between the parties. Any statement made by the Holder or by an Insured Person shall be deemed a

representation and not a warranty. No such statement shall void the insurance or reduce the Benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written instrument, a copy of which has been furnished the Holder or the Insured Person. No such statement of the Holder shall be used at all to void this Policy after it has been in force for two years from the date of its issue.

No one has the right to change any part of the Policy or to waive any of its provisions unless the change is approved in writing on the Policy by one of Our officers.

D. LEGAL ACTIONS

No action at law or in equity can be brought against Us until after **60 days** following the date the written Application For Benefits was given. No action can be brought against Us after **6 years** from the date the Application For Benefits is required.

E. CANCELLATION AND NONRENEWAL

This Policy may be cancelled by the Holder by mailing to Us written notice stating when cancellation will be effective. Consent of any Insured Persons to cancellation shall not be required. We may cancel this Policy by mailing to the Holder at the address shown in Our records written notice stating when, no less than

31 days, such cancellation stated in the notice shall be effective. The mailing of notice will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the Policy period. Delivery of written notice either by the Holder or by Us will be equivalent to mailing.

If the Policy is cancelled, a premium adjustment may be made at the time cancellation becomes effective. Our check or the check of Our representative mailed or delivered will be sufficient tender of any refund of premium due the Holder. Any refund due an Insured Person shall be made by the Holder.

We may nonrenew this Policy by mailing to the Holder at the address shown in Our records written notice, no less than **31 days** before the end of the Policy period, of Our intent not to renew the Policy. The mailing of notice will be sufficient proof of notice. Delivery of written notice by Us will be equivalent to mailing.

F. CONFORMITY WITH STATE STATUTES

If any provision of this Policy is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery, the provision is automatically amended to meet the requirements of the statute.

=Attach this document to your Policy Number: ORL00000A



Administrative Office
Great West Risk Management, Inc.
2030 Falling Water Road, Suite 300
PO Box 31289
Knoxville, TN 37930
800-998-9288

(A Stock Company)

GROUP OCCUPATIONAL ACCIDENT COVERAGE

RIDER NUMBER 05

For an additional premium of: \$\$\$\$
For a return premium of: \$\$\$\$

EXAMPLES:

The Name of Holder is changed to read:

The Name of Holder will include:

The address of the Name of Holder is changed to:

The description of persons eligible for coverage under this Policy is changed to:

Any approved provision required in your state for policies issued on an extraterritorial basis:

Item 3. SCHEDULE OF BENEFITS, is changed to:

Item 4. Combined Single Limit – Maximum Benefits is changed to:

Item 4. Combined Single Limit – Deductible is changed to:

Item 5. Premium is changed to:

Item 6. is changed to:

Your signature here tells us you acknowledge and accept the provisions of this Rider.

This rider becomes effective as of 12:01 a.m., Standard Time, beginning **MMMM DD, YYYY**. It ends when the Policy ends. Any coverage provided by this Rider is subject to all definitions, conditions, exclusions and provisions of the Policy.

Issued to **JOHN DOE TRUCKING COMPANY** by the OLD REPUBLIC LIFE INSURANCE COMPANY. This rider is valid only when signed by a duly authorized agent of the Company.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY

Secretary

President

Countersigned by _____
Duly Authorized Agent



Administrative Office
Great West Risk Management, Inc.
2030 Falling Water Road, Suite 300
PO Box 31289
Knoxville, Tn 37930
1-800-998-9288

(A Stock Company)

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

ENDORSEMENT NUMBER ##

CUMULATIVE TRAUMA ENDORSEMENT

In return for the payment of the premium, and subject to all the terms of this endorsement, We agree with You to provide the coverage as stated in this endorsement.

Cumulative Trauma Coverage. Exclusion E. 4. of SECTION II of the Policy is waived for an Injury described in Section II of the Policy caused in whole or in part by, contributed to in whole or in part by, or resulting in whole or in part from, the Insured Person's Cumulative Trauma, subject to the following:

- 1. Any reference in the Policy to an Injury or Accident is deemed to include Cumulative Trauma if it results from an Injury sustained while Under Dispatch and performing the duties of the Covered Contract;
2. Any reference in the Policy to the date of an Injury or Accident is, with respect to Cumulative Trauma, deemed to be a reference to the date on which the Insured Person last performed the activities causing such condition;
3. All Cumulative Trauma suffered by any one Insured Person due to the same or related occupational activities is deemed to be a single Cumulative Trauma; and
4. The maximum benefit payable under the Policy with respect to all Insured Persons suffering Cumulative Trauma due to the same or related Occupational Accident or Injury will not exceed the maximum limits for any one Benefit shown in Item 5. or the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits, regardless of the number of Insured Persons or the number or type of losses. Termination of the insurance of the Insured Person will be without prejudice to any claim of such Insured Person originating before such termination.
5. There are no Non-Occupational Accident Benefits available for Cumulative Trauma.

This endorsement becomes effective as of 12:01 a.m., Standard Time, beginning MMMM DD, YYYY. It ends when the Policy ends. Except as otherwise specifically noted in this endorsement, any coverage provided by this endorsement is subject to all definitions, conditions, exclusions and provisions of the Policy.

Issued to JOHN DOE TRUCKING COMPANY by the OLD REPUBLIC LIFE INSURANCE COMPANY. This endorsement is valid only when signed by a duly authorized agent of the Company.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY

[Signature of Secretary]
Secretary

[Signature of President]
President

Countersigned by _____ Duly Authorized Agent

SERFF Tracking Number: LDRA-126220631 *State:* Arkansas
Filing Company: Old Republic Life Insurance Company *State Tracking Number:* 42947
Company Tracking Number: AC AR0213303F01
TOI: H02G Group Health - Accident Only *Sub-TOI:* H02G.000 Health - Accident Only
Product Name: Occupational Accident Product
Project Name/Number: 2009 Occ-Acc Forms Revision Filing/

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>LDRA-126220631</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Old Republic Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42947</i>
<i>Company Tracking Number:</i>	<i>AC AR0213303F01</i>		
<i>TOI:</i>	<i>H02G Group Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H02G.000 Health - Accident Only</i>
<i>Product Name:</i>	<i>Occupational Accident Product</i>		
<i>Project Name/Number:</i>	<i>2009 Occ-Acc Forms Revision Filing/</i>		

Supporting Document Schedules

Bypassed -Name:	Flesch Certification	Review Status:	Approved-Closed	07/24/2009
Bypass Reason:	23-80-403. Exemptions.			

This subchapter shall not apply to Accidental injury insurance plans.

Comments:

Bypassed -Name:	Application	Review Status:	Approved-Closed	07/24/2009
Bypass Reason:	See "Forms" tab			
Comments:				

Satisfied -Name:	Explanation of Changes	Review Status:	Approved-Closed	07/24/2009
Comments:				
Attachment:	Explanation of Changes 04-09.pdf			

Satisfied -Name:	Memo of Variability	Review Status:	Approved-Closed	07/24/2009
Comments:				
Attachment:	Variable Memo.pdf			

Satisfied -Name:	Master Policy Markup	Review Status:	Approved-Closed	07/24/2009
Comments:	Shows the changes made to the previously filed form.			
Attachment:	OA 03 01 Mark-up Master Policy.pdf			

Review Status:

SERFF Tracking Number: LDRA-126220631

State: Arkansas

Filing Company: Old Republic Life Insurance Company

State Tracking Number: 42947

Company Tracking Number: AC AR0213303F01

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Product Name: Occupational Accident Product

Project Name/Number: 2009 Occ-Acc Forms Revision Filing/

Satisfied -Name: Master Application Markup

Approved-Closed

07/24/2009

Comments:

Shows the changes made to the previously filed form.

Attachment:

OA 03 02 Mark-up Master App.pdf

SERFF Tracking Number: LDRA-126220631 State: Arkansas
Filing Company: Old Republic Life Insurance Company State Tracking Number: 42947
Company Tracking Number: AC AR0213303F01
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Occupational Accident Product
Project Name/Number: 2009 Occ-Acc Forms Revision Filing/

Satisfied -Name: Certificate Markup **Review Status:** Approved-Closed 07/24/2009
Comments:
Shows the changes made to the previously filed form.
Attachment:
OA 03 03 Mark-up Certificate.pdf

Satisfied -Name: Administrative Rider Markup **Review Status:** Approved-Closed 07/24/2009
Comments:
Shows the changes made to the previously filed form.
Attachment:
OA 00 04 Mark-up Admin Rider.pdf

Satisfied -Name: Cumulative Trauma Endorsement Markup **Review Status:** Approved-Closed 07/24/2009
Comments:
Shows the changes made to the previously filed form.
Attachment:
OA 00 05 Mark-up Cumulative Trauma End.pdf

OCCUPATIONAL ACCIDENT PROGRAM

EXPLANATION OF CHANGES

Forms OA 00 02 01 09; OA 00 04 01 09 and OA 00 05 01 09 only changed the company logo.

The changes shown below were made to forms OA 00 01 01 09 and OA 00 03 01 09 (or corresponding state specific forms). Minor clerical changes were made also. These are shown in the mark-up copy of the above two forms; however, not listed below. Clerical changes include capitalization of defined words, commas, colons, periods, etc.

1. Logo was changed.
2. Section I – Definitions; paragraph numbering may change with the removal or addition of definitions.
3. Section I – Definitions; removed definition of "Actively at Work" or "Active Work". No longer required.
4. Section I – Definitions; added definition of "Association" to allow for a policy to be issued to covered members of an association.
5. Section I – Definitions; removed definition of "Beneficiary". No longer required.
6. Section I – Definitions; removed definition of "Combined Single Limit - Deductible". Moved to Section III – Conditions, in paragraph C.
7. Section I – Definitions; removed definition of "Combined Single Limit – Maximum Benefit". Moved to Section III – Conditions, in paragraph B.
8. Section I – Definitions; amended definition of "Contract Driver" to exclude an independent contractor from the definition under certain conditions.
9. Section I – Definitions; amended definition of "Elimination Period" to clarify that date begins with the Treating Physician and period is not retroactive.
10. Section I – Definitions; added definition of "Functional Capacity Examination".
11. Section I – Definitions; amended definition of "Injury" to state it must be a covered Accident or a covered Injury.
12. Section I – Definitions; amended definition of "Insured Person" to include a member of an association.
13. Section I – Definitions; added definition of "Member".
14. Section I – Definitions; added definition of "Occupational Assessment".
15. Section I – Definitions; amended definition of "Other Disability Benefits" to include any state no-fault law.
16. Section I – Definitions; amended definition of "Partial Disability" or "Partially Disabled" by changing the word *Licensed* to *treating*.
17. Section I – Definitions; amended the definition of "Reasonable Expense".
18. Section I – Definitions; added a definition for "Regular Care of a Physician".
19. Section I – Definitions; amended the definition of "Social Security Disability Award" to include that it only applies to the current covered Injury.

20. Section I – Definitions; amended definition of "Total Disability" or "Totally Disabled" by changing the word *Licensed* to *Treating*.
21. Section I – Definitions; added definition for "Treating Physician".
22. Section I – Definitions; removed definition of "Usual and Customary".
23. Section II – C.7. Home Health Care; added clarifying statement that a Home Health Care Agency cannot be the Insured Person or family member.
24. Section II – D.1. Total Disability; amended wording to clarify that benefits will be paid for each week written proof of disability is received.
25. Section II – D.2. Partial Disability; included wording to clarify that other disability benefits will be considered when paying partial disability benefits.
26. Section II – D.3. Payment of Accident Disability Benefits; included wording to clarify that a receipt and review of medical findings is required before paying accident disability benefits.
27. Section II – D.4. Termination of Accident Disability Benefits; included wording to clarify that not providing a disability slip may delay benefits.
28. Section II – E.3. Expanded exclusion to include medical condition.
29. Section II – E.12. Amended traveling exclusion to not apply when non-occupational coverage is provided by policy.
30. Section II – E.18. Expanded exclusion to include fees for missed appointments.
31. Section II – E.22. Expanded exclusion to include no-fault or PIP.
32. Section II – E.24. & E.25. Added exclusions for hearing aids and exams and medically unnecessary items.
33. Section III – A.2. amended wording to include associations.
34. Section III – B. added definition that was located under Section I previously.
35. Section III – C. added definition that was located under Section I previously.
36. Section III – D. added association member wording.
37. Section III – L. Subrogation; amended wording to clarify on repayment for reimbursement for duplicative payment; clarified non-refundable expenses; our right to subrogate and when and how reimbursed monies will respond.
38. Section IV – F. Physical Examination or Autopsy; amended wording to include occupational assessment.
39. Section IV – G. Cooperation, added the following wording, " ... , at our request shall give us a statement under oath and a signed statement of the answers,"... in order to help prevent fraudulent claims.
40. Section IV – H. Arbitration, was changed to apply between us and the insured person, not the holder.

VARIABLE MEMORANDUM

Listed below is information regarding those fields that are bracketed.

Forms with brackets where text appears, only allows for that text to be included in the form or excluded from the form. No other option is available. Examples of this are the Combined Single Limit – Maximum Benefit; Combined Single Limit – Deductible; Non-Occupational Coverage; etc.

Forms with brackets where no text appears; i.e. such as on page 3 of the certificate, allows for the entry of information. Examples of this are the policy number, name/address of Holder, effective/expiration dates, benefit amounts as chosen by the Holder, etc.

Also, brackets where no text appears for the following, allow for the following choices, when and if allowed by your state's regulations. When your State does not allow the use of variable information and/or requires a specified amount of time, a State specific form has been created and the required State specific information has been inserted.

- Definition NN. Recurrent Disability – 90 days / 180 days
- Definition SS. Total Disability – 24 months / 36 months
- Section II. C. – 60 days / 30 days
- Section II. C. 6. – 20 visits / 30 visits / 40 visits
- Section II. C. 7. – 20 visits / 30 visits / 40 visits
- Section II. D.1.b. – 180 days / 90 days
- Section II. D.1.c. – 60 days / 30 days
- Section II. D.2.b. – 180 days / 90 days
- Section II. D.2.c. – 60 days / 30 days
- Section III. K. – State Requirement
- Section IV. B. – State Requirement
- Section IV. C. – State Requirements
- Section V. B. – State Requirement
- Section V. E. – State Requirements
- Section V. F. – 31 days / 45 days / 60 days
- Section V. F. – 31 days / 45 days / 60 days

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE

THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

Accident Medical Expense Benefits

Accident Disability Benefits

Accidental Death and Dismemberment Benefit

Accident Paralysis Benefit

Non-Participating

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

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SECTION I – DEFINITIONS

A. **“Accident”** means a sudden, unexpected, unusual, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. It does not include heart, coronary or any circulatory malfunction [sickness or other health condition](#).

~~B. **“Actively at Work” or “Active Work”** means the Insured Person is performing the contract obligations for the Motor Carrier as required by the terms of the Covered Contract while under dispatch.~~

~~C~~ B. **“Application”** means the form requesting coverage and attached to this Policy.

~~C~~ C. **“Association”** means an organization:

- ~~1. [which elects to offer coverage under this Policy by completing an Application that has been accepted by Us;](#)~~
- ~~2. [which remits the required premium when due; and](#)~~
- ~~3. [through which coverage is available under this Policy.\]](#)~~

D. **“Average Weekly Contract Payments”** for an Independent Contractor who does not operate as a Team Driver means one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver with a Contract Driver means eighty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on eighty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver. The Independent Contractor must substantiate, through the use of a lease agreement or other methods, that the other driver is a Contract Driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver that shares all income and expense equally with the other Team Driver means fifty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on fifty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for Contract Drivers means the average weekly payments received as a truck driver for the shorter of:

1. The two years immediately prior to the date of the Accident; or
2. The period of time worked.

Average Weekly Contract Payments for Contract Drivers will not include any performance bonus, expense reimbursement or other remuneration for other work not specified as an obligation within the Covered Contract.

~~E. **“Beneficiary”** means the person or persons stated in the Payment of Claims provision of this Policy.~~

~~F~~ E. **“Benefit”** means the amount of Accident Insurance Benefits provided under this Policy in effect on the date the Accident occurs. Benefit does not include amounts for Occupational Sickness or Disease.

F. **“Class”** means the Class or Classes of Independent Contractors or Contract Drivers that the Holder defines as eligible for coverage under this Policy. Item 2. of the Application shows any Class definitions for this Policy.

~~H. **“Combined Single Limit – Deductible”** means the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. The Combined Single Limit – Deductible is shown in Item 6. of the application.~~

~~I. **“Combined Single Limit – Maximum Benefit”** means the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. The Combined Single Limit – Maximum Benefit is shown in Item 6. of the application.~~

JG. “**Contract Driver**” means a driver who operates a power unit owned or leased by an Independent Contractor and for whom a premium has been paid. A Contract Driver cannot be an acknowledged ~~e~~Employee of the Motor Carrier or an Independent Contractor unless it is not mandatory for Workers Compensation coverage to be provided for such person as an Employee of either a Motor Carrier or Independent Contractor.

KH. “**Covered Contract**” means a long-term lease as defined by U.S. Department of Transportation regulations.

To be a Covered Contract such lease must include the following requirements:

1. It must be signed by both the Motor Carrier and the Independent Contractor.
2. The Independent Contractor must be responsible for:
 - a. Power unit maintenance;
 - b. Power unit operating costs, including but not limited to fuel, repairs, physical damage insurance, and personal expenses associated with the operation of the power unit; and
 - c. Hiring and supervising necessary personnel to operate trucks, who are Independent Contractors or Contract Drivers.
3. The Independent Contractor must be compensated on a basis other than solely on time expended in performing work.
4. The Independent Contractor must have the responsibility for determining the time, means and method of performing work; and
5. The Independent Contractor or Contract Driver cannot be an acknowledged ~~e~~Employee of the Motor Carrier.

LI. “**Cumulative Trauma**” means repetitive mental or physical traumatic activities extending over a period of time, the combined effects of which cause any disability or need for medical treatment.

MJ. “**Deductible**” means the dollar amount of eligible medical expenses for each claim that must be paid before We will begin making payments.

NK. “**Dependent Child**” means an unmarried child of the Insured Person under 19 years of age (under 23 years of age if the child is a full-time student in an accredited school or college) who is a legal dependent of the Insured Person.

OL. “**Elimination Period**” means the number of days from the start of a period of ~~full-continuous~~ Total or Partial Disability as determined by the Treating Physician that must elapse before Benefits become payable. The Elimination Period is shown in Item 5. of the Application. The Elimination Period is not retroactive.

PM. “**Employee**” means a person employed in the usual course and scope of the Motor Carrier’s business.

N. “**Functional Capacity Examination**” means a test performed by a Physical Therapy professional to evaluate and estimate physical limitations.

QO. “**Hemiplegia**” means the total Paralysis of the upper and lower limbs ~~of~~n the same side of the body. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

RP. “**Hospital**” means an institution established according to law which:

1. Is mainly for the care and treatment of sick, ailing, or injured in-patients;
2. Is run by a staff of one or more Licensed Physicians, available at all times;
3. Provides nursing services at all times;
4. Provides organized diagnostic and surgical facilities either on the premises or by contract with another Hospital; and
5. Is not mainly a place for convalescence, rest, nursing custody or extended care of the aged, drug addicts or alcoholics.

SQ. “**Immediate Family**” means the spouse, children, parents, sisters, brothers, parents-in-law, sisters and brothers-in-law of an Insured Person.

TR. “**Independent Contractor**” means a person performing contract obligations as a truck driver who is under a Covered Contract with ~~the~~ a Motor Carrier and for whom a premium has been paid. Independent Contractor does not include any ~~e~~Employee or subcontractor of the Independent Contractor.

US. “**Injury**” means bodily Injury caused by ~~an~~ a covered Accident that:

1. Occurs while this Policy is in force for the Insured Person;
2. Results directly and independently of all other causes of loss covered by this Policy; or
3. Occurs in the manner and under the circumstance described in this Policy.

The following are not considered as resulting from [a covered](#) Injury and are not covered under this Policy.

1. Contraction of a disease is not an Accident within the meaning of the term Injury;
2. Sickness, disease or bacterial infection, except pyogenic infection (~~marked by pus production~~), which results from an accidental cut or wound; or
3. Medical or surgical treatment of a sickness or disease.

~~V~~ **T.** “**Insured Person**” means an Independent Contractor, [\[Member of the Holder\]](#) or Contract Driver, for whom a premium has been paid.

~~W~~ **U.** “**Intensive Care Unit**” means a special Intensive Care Unit in a Hospital. It must:

1. Be separated from the surgical recovery room; and
2. Be separated from rooms, beds and wards used for patient confinement; and
3. Have constant attendance by full-time Nurses assigned exclusively to such unit; and
4. Contain apparatus used in the treatment of the critically ill; and
5. Be under the direct supervision of a full-time Licensed Physician or an Intensive Care committee or a medical staff.

~~X~~ **V.** “**Licensed Physician**” means a currently licensed practitioner of the healing arts, acting within the scope of the physician’s license. A Licensed Physician cannot be the Insured Person nor a member of the Insured Person’s Immediate Family.

~~Y~~ **W.** “**Medically Necessary**” means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice as determined by Us. A service or supply will not be considered Medically Necessary if it:

1. Is provided only as a convenience for an Insured Person or the provider;
2. Is not an appropriate treatment for the Insured Person’s diagnosis or symptoms;
3. Exceeds, in scope, duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. Is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that any particular Licensed Physician may prescribe, order, recommend or approve a service or supply does not make the service or supply Medically Necessary.

~~X~~ **A.** “**Medicare**” means the “Health Insurance for the Aged and Disabled Act” passed by the Congress of the United States of America under Title XVIII of the Social Security Act Amendments of 1965, as amended.

~~Y~~ **B.** “**Member**” means an Independent Contractor or Contract Driver who is a Member in good standing of the Holder and for whom a premium has been paid.]

~~AA~~ **Z.** “**Motor Carrier**” means the person, firm, or other entity with whom the Independent Contractor has entered into a Covered Contract.

~~BB~~ **AA.** “**Non-Occupational Accident Benefit**” means Benefits payable for an Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.

~~CC~~ **BB.** “**Nurse**” means a Graduate Nurse, including Registered Nurse and Licensed Practical Nurse. It does not include the Insured Person nor a member of the Immediate Family of an Insured Person.

~~DD~~ **CC.** “**Occupational Accident Benefits**” means Benefits payable for an Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract.

~~DD~~ **D.** “**Occupational Assessment**” means a test of vocational capabilities. The process may include a review of medical records; Injury and treatment history; background, including education, military, and previous occupations; and an evaluation of basic skills such as reading comprehension, spelling, basic math skills, and vocational alternatives.

~~EE~~ **E.** “**Occupational Sickness or Disease**” means a condition that satisfies all the following:

1. An unhealthy condition of the body, caused by exposure to environmental or physical hazards during the contract performance of an Insured Person within the scope of the Covered Contract with the Motor Carrier which is generally accepted by the Center for Disease Control to be a disease; and
2. Is not a condition resulting from an Accident.

It does not include ordinary diseases to which the general public is exposed outside of the Insured Person's assigned duties in the scope of the Covered Contract or a disease resulting directly from an Accident.

FF. "Other Disability Benefits" means:

1. Disability Benefits paid, payable, or for which there is a right under:
 - a. The Social Security Act, including any amounts for which the Insured Person's dependents may qualify because of the Insured Person's disability; or
 - b. Any Workers' Compensation Law or any other law that provides compensation for an occupational Injury; or
 - c. Any State Disability Benefit Law; or
 - d. Any State No Fault Law.
2. Disability Benefits paid, payable, or for which there is a right under:
 - a. Any group insurance plan provided by or through the Motor Carrier or the Holder;
 - b. Any formal sick leave plan provided by the Motor Carrier or the Holder; or
 - c. Any Retirement Plan provided by the Motor Carrier or the Holder.
3. Retirement Benefits paid under the Social Security Act, including any amounts for which the Insured Person's dependents may qualify because of the Insured Person's disability.
4. Retirement Benefits paid under a Retirement Plan provided by the Motor Carrier or the Holder, except for amounts attributable to the Insured Person's contributions.

The Accident Disability Benefit, after the reductions stated above, will not be further reduced for subsequent cost-of-living increases that are paid, payable, or for which there is a right under any Benefit described above. The Accident Disability Benefit will not be reduced by any increases in Social Security payments other than an increase in Benefits due to a change in dependent status.

"Retirement Plan", as stated above, means a plan that provides Retirement Benefits to the Insured Person and is not funded wholly by the Insured Person's contributions. It does not include: (1) a profit sharing plan, a thrift or

savings plan; (2) an individual retirement account (IRA); (3) a tax sheltered annuity (TSA); (4) a stock ownership plan; or (5) a deferred compensation plan.

GG. "Paralysis" means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity as the result of an Injury to the brain or spinal cord, as determined by a Licensed Physician. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

HH. "Paraplegia" means the total Paralysis of both lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

II. "Partial Disability" or "Partially Disabled" means the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the Regular Care of ~~a Licensed~~ the Treating Physician for the covered Injury; and
3. Gainfully performing any occupation on a full-time or part-time basis.

JJ. "Pre-existing Condition" means any condition which was medically diagnosed and for which treatment was received within 12 months prior to the Insured Person's effective date of coverage.

KK. "Principal Sum" means the amount of insurance as shown in Item 5. of the Application and is limited for each covered Insured Person by the percentage shown below:

<u>AGE ON DATE OF INJURY</u>	<u>APPLICABLE PERCENTAGE</u>
Age 69 or Younger	100%
Age 70-74, Inclusive	65%
Age 75-79, Inclusive	45%
Age 80-84, Inclusive	30%
Age 85 and Older	15%

LL. "Quadriplegia" means the total Paralysis of both upper and lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

MM. "Reasonable Expense" means the Usual and Customary fee or charge for a given service or supplies by a Licensed Physician to a majority of the Licensed Physician's patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same ~~the services rendered and the supplies~~

~~furnished in the area where rendered or furnished, provided a Licensed Physician recommends and approves the services and supplies.~~

NN. “Recurrent Disability” means successive periods of the same disability, unless

1. The latter disability results from a separate ~~a~~Accident; or
2. The periods of disability are not separated by at least [] during which the Insured Person is performing the duties of the Covered Contract.

For the purpose of calculating the Maximum Benefit Period, Recurrent Disabilities shall be counted toward one period of disability.

OO. “Regular Care of a Physician” means the monitoring and/or evaluation of the disabling condition by the Treating Physician every 30 days or as otherwise determined by Us.

OOPP. “Schedule of Benefits” means Item 5. of the Application that shows:

1. Benefit amounts;
2. Maximum Benefit Period; and
3. Deductible amounts.

PPQQ. “Social Security Disability Award” means Social Security disability Benefits for which the Insured Person has submitted a claim for this covered Injury and has been approved for payment by the Social Security Administration.

QQRR. “Team Driver” means an Insured Person who operates a truck in conjunction with another driver.

RRSS. “Total Disability” or **“Totally Disabled”** means that during the first [] following the date of the Accident, the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the regular care of ~~a~~Licensed the Treating Physician for the covered Injury; and
3. Not gainfully performing any occupation on a full-time or part-time basis.

After [] following the date of the Accident, “Total Disability” or “Totally Disabled” means that, the Insured Person, because of a covered Injury:

1. Is continuously unable to engage in any occupation for which the Insured Person is or becomes qualified by education, training or experience;
2. Is under the Regular Care of ~~a~~Licensed the Treating Physician for the covered Injury;
3. Is not gainfully performing any occupation on a full-time or part-time basis; and
4. Has been awarded a Social Security Disability Award for the covered Injury, unless the Insured Person is unable to obtain a Social Security Disability Award solely because he or she has qualified for Social Security Retirement Benefits.

TT. “Treating Physician” means a Licensed Physician who provides primary care for an Insured Person due to a covered Injury. If requested by the Insured Person, We will authorize a one time change of the Treating Physician during the course of treatment for a covered Injury.

SSUU. “Under Dispatch” means the period of time during which an Insured Person operates his or her vehicle or performs vehicle repair, while en route to picking up a load, loading, delivering a load, unloading, or returning from the delivery of a load. The dispatch must be authorized by the Motor Carrier in the normal and customary course of business and by the normal and customary means of such authorization. Under Dispatch does not include vehicle repair or routine vehicle maintenance if it is not done while en route to picking up a load, loading, delivering a load, unloading, or while returning from the delivery of a load.

TTVV. “Uniplegia” means the total Paralysis of a single limb. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

~~**UU. “Usual and Customary”** means the usual charge for a given service by a Licensed Physician to a majority of the Licensed Physician’s patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same services.~~

VVWW. “We, Our and Us” means the Old Republic Life Insurance Company, Chicago, Illinois.

WWXX. “You, Your and Yours” means the Holder.

SECTION II - DESCRIPTION OF COVERAGE

Occupational Accident Coverage is provided for Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract. Coverage begins at the time the truck is dispatched and continues until the truck is no longer Under Dispatch. Non-Occupational Accident Coverage is provided for Injury sustained by an Insured Person while not Under Dispatch or performing the duties of the Covered Contract.

A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When a covered Injury results in any of the following losses to an Insured Person within 365 days of the Accident, We will pay up to the indicated percentage of the Principal Sum for:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing in Both Ears	50%
Loss of Thumb & Index Finger of Same Hand	25%

Loss as used above with reference to hand or foot means the complete and actual severance through or above the wrist or ankle joint.

Loss as used above with reference to eye means the irrecoverable loss of the entire sight; or diminution of vision to 20/200 or less with corrective lenses; as used with reference to hearing means the complete and irrecoverable loss of hearing in both ears; and as used with reference to thumb and index finger, means the complete severance through or above the metacarpophalangeal joints.

Only one payment will be made for loss resulting from any one Accident. If an Insured Person suffers more than one loss listed above as the result of any one covered Accident, We will pay only the single largest amount to which the Insured Person is entitled. This amount is subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

1. MAXIMUM BENEFIT PERIOD

a. Accidental Death

We will pay Accidental Death Benefits until the earliest of the following:

- (1) The date We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The date the surviving spouse dies or remarries if there are no surviving Dependent Children; or
- (3) The date the last surviving Dependent Child dies or is no longer eligible if there is no eligible surviving spouse; or
- (4) The date the Benefits paid for all coverages provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

b. Accidental Dismemberment

We will pay Accidental Dismemberment Benefits until the earliest of the date:

- (1) We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The Insured Person dies; or
- (3) The total paid for all Benefits provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

2. INCAPACITATED CHILD BENEFITS

Benefit payments will continue to any child who reaches the age limit, and is:

- a. Totally incapable of self-sustaining employment due to physical or mental handicap; and
- b. Chiefly dependent on a designated guardian for support and maintenance.

Such Benefit payments will continue until the earliest of the date:

- a. We have paid the Principal Sum provided under this Policy; or
- b. The total paid for all Benefits provided under this Policy equal the Combined Single Limit – Maximum Benefit shown in Item 6. of the Application.

To continue payments, We must receive proof of the child's incapacity and dependence as soon as possible after the child reaches the age limit. We may require proof from time to time, but not more than once a year following the first 2 years after the child reaches the age limit.

B. ACCIDENT PARALYSIS BENEFITS

If, because of a covered Injury and beginning within 365 days after the date of the Accident, an Insured Person sustains Uniplegia, Hemiplegia, Paraplegia or Quadriplegia, We will pay the stated percentage shown below of the Insured Person's Principal Sum. This Benefit is payable monthly beginning with the 13th month of such Paralysis. The monthly Benefit payable is the stated percentage of the amount payable per month as shown in Item 5. of the Application. It is payable for each successive month of continued Paralysis, however, the maximum Benefit payable will not exceed the stated percentage of the Insured Person's Principal Sum.

	<u>STATED PERCENTAGE</u>
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Quadriplegia	100%

We will pay Paralysis Benefits until the earliest of:

1. We have paid the stated percentage of the Insured Person's Principal Sum;
2. The Insured Person dies; or
3. The date the total paid for all Benefits provided under this Policy equals the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

C. ACCIDENT MEDICAL EXPENSE BENEFITS

If a covered Injury requires treatment by a Licensed Physician, employment of a Nurse, confinement in a Hospital, x-ray examination, or the use of an ambulance, within [] of the date of the Accident, We will pay after the Combined Single Limit - Deductible, the Reasonable Expense for services that are Medically Necessary and actually incurred by an Insured Person. This payment is in addition to any other Benefit payable under this Policy. The Insured Person must incur such expense within the period, shown in the Schedule of Benefits, Item 5. of the Application. Benefits payable under this provision shall not exceed the Maximum Benefit shown in the Schedule of Benefits, Item 5.

of the Application or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Application.

The following are eligible expenses:

1. HOSPITAL SERVICES

Reasonable Expenses for Hospital room and board and general nursing care for each day of covered confinement. We will also pay other necessary Hospital charges such as use of the operating or emergency room, laboratory tests, radiological procedures, anesthetics and the administration of anesthetics, and blood and blood products and the transfusion thereof.

2. LICENSED PHYSICIAN'S FEES

Charges by a Licensed Physician for Medically Necessary treatment. We limit Licensed Physician's calls while the Insured Person is confined to the Hospital to one call a day for one Licensed Physician. We also cover charges for one second opinion for surgery.

3. DRUGS

Charges for drugs and medicines that are Medically Necessary and require a written prescription by a Licensed Physician.

4. AMBULANCE

Charges incurred for local professional ambulance services, from the site of an Accident to a Hospital, and if necessary from the Hospital to the Insured Person's home or other medical facility.

5. DENTAL CARE

Charges incurred for Medically Necessary dental treatment resulting from Injury to sound natural teeth.

6. PHYSICAL AND MASSAGE THERAPY - ACUPUNCTURE, OSTEOPATHIC AND CHIROPRACTIC CARE

Charges incurred as a result of a covered Accident for Medically Necessary osteopathic manipulative treatments; chiropractic manipulative treatments; and physical medicine, therapy or rehabilitation; including, but not limited to, application of any modality, electrical stimulation, traction, acupuncture, and massage. Such treatment is limited. We will pay for [] per calendar year regardless of whether such treatment is performed by a Licensed Physician, osteopath, chiropractor, physical or massage therapist, acupuncturist, other health care professional, or any combination thereof.

7. HOME HEALTH CARE

Charges for home health services rendered by a Home Health Care Agency under a Home Health Care Plan as required for the treatment of a covered Injury. The Plan must have been established in lieu of Hospital confinement or confinement in a skilled nursing facility. We will pay [] per calendar year. Each 4 hour visit by a member of a home health care team is considered as one home health care visit.

“Home Health Care Agency” means:

- a. A service or agency which holds a valid certificate of approval, or license, as a public Home Health Care Agency;
- b. A Hospital holding a valid operating certificate authorizing it to provide home health services; or
- c. An establishment approved as a Home Health Care Agency under Medicare.

A Home Health Care Agency cannot be the Insured Person nor a member of the Insured Person’s Immediate Family.

“Home Health Care Plan” means a program for care and treatment of an injured Insured Person in their home by a Home Health Care Agency. The program must be established by a Licensed Physician. The Licensed Physician must approve the program in writing prior to the start of home health care services. The Physician must also certify that confinement in a Hospital or in a skilled nursing facility would be required if home care is not provided.

D. ACCIDENT DISABILITY BENEFITS

1. TOTAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Application, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments for each week that We have received written proof of continuing Total Disability ~~subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Application,~~ when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Total Disability within [] of the Accident; and
- c. Medically Necessary treatment for the Injury started within [] of the Accident.

~~The maximum Benefit per week payable for Total Disability will be reduced by the amount of all Other Disability Benefits.~~

Upon receipt of ~~due~~ the written Application For Benefits, Benefits are payable beginning with the first day of Total Disability following the Elimination Period and will continue for the period the Insured Person is Totally Disabled, ~~up to the Maximum Benefit Period shown in Item 5. of the Application as the result of any one Accident to any one Insured Person.~~ Written proof of continuing Total Disability must be provided for each week that Benefits are paid.

~~Benefits payable under this provision shall not exceed the Maximum Benefit per Accident shown in the Schedule of Benefits, Item 5. of the Application or the Combined Single Limit — Maximum Benefit shown in Item 6. of the Application.~~

2. PARTIAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident as shown in Item 5. of the Application We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments, less any earnings while Partially Disabled, for each week that We have received written proof of continuing Partial Disability when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Partial Disability within [] of the Accident; and
- c. Medically Necessary treatment for the Injury started within [] of the Accident.

~~The Maximum Benefit per week payable for Partial Disability will be reduced by the amount of all Other Disability Benefits.~~

Upon receipt of the written Application For Benefits, Benefits ~~will be~~ are payable beginning with the first day of Partial Disability following the Elimination Period ~~as shown in Item 5. of the Application and will continue for the period the Insured Person is Partially Disabled.~~ Written proof of continuing Partial Disability must be provided for each week that Benefits are paid.

3. PAYMENT OF ACCIDENT DISABILITY BENEFITS

Subject to due written Application For Benefits and receipt and review of objective

medical findings. We will pay all accrued Accident Disability Benefits at the end of each week of Total or Partial Disability. We will immediately pay any balance remaining unpaid upon the termination of the period of disability. Such written Application ~~of~~ For Benefits must include objective medical findings supplied at the Insured Person's expense, that support the Insured Person's disability. Failure to do so may delay, suspend or terminate Benefits. Objective medical findings include, but are not limited to, tests, procedures or clinical examinations commonly accepted in the practice of medicine, for the Insured Person's disabling condition.

We will pay Benefits under this provision for periods that are less than one week on the basis of 1/7th of the weekly Benefit for each day of Total or Partial Disability.

~~In no event will Benefits payable for Total Disability and Partial Disability be paid for more than the Maximum Benefit Period shown in Item 5. of the Application.~~

The maximum Benefit per week payable for Total or Partial Disability will be reduced by the amount of all Other Disability Benefits. If the amount of all Other Disability Benefits exceeds the disability payment amount, then no Benefit is due that week. The Insured Person shall provide to Us the amount of all Other Disability Benefits received. Failure to do so may delay, suspend or terminate Benefits.

Benefits payable under this provision shall not exceed the Maximum Benefit per Accident nor the Maximum Benefit Period shown in the Schedule of Benefits, Item 5. of the Application or the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

4. TERMINATION OF ACCIDENT DISABILITY BENEFITS

Benefit payments for Accident Disability terminate on the earliest of the following dates:

- a. The date the Insured Person is no longer Totally or Partially Disabled as determined by ~~a licensed~~ the Treating Physician. Failure to provide a current disability slip from the Treating Physician may delay, suspend, or terminate Benefits.
- b. The date the Insured Person's earnings while disabled equal or exceed 100% of

the Insured Person's pre-disability Average Weekly Contract Payments;

- c. The date the Insured Person dies;
- d. The end of the Maximum Benefit Period shown in Item 5. of the Application;
- e. The date the Insured Person ceases to be under the ~~continuous Regular Care~~ of the Treating a-Licensed Physician for the covered Injury; or
- f. The date We have paid the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

5. RECURRENT DISABILITY

If the disability for which Benefits were payable ends and recurs due to the same or related causes, but is not a Recurrent Disability, it will be considered a resumption of the prior disability. Such disability shall be subject to the provisions of the Policy that were in effect at the time the prior disability began. The disability must recur while the Insured Person's coverage is in force under the Policy.

A Recurrent Disability shall be subject to a new Elimination Period and the other provisions of the Policy that are in effect on the date the disability recurs.

E. EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

1. Suicide, attempted suicide, self-destruction or attempted self-destruction while sane or insane;
2. Declared or undeclared war or an act of either;
3. Sickness, medical condition or disease, except pyogenic infections, ~~(marked by pus production)~~, caused by an accidental cut or wound;
4. Cumulative Trauma;
5. Occupational Sickness or Disease;
6. Heart attack, stroke, coronary artery disease, or other circulatory disease or disorder, whether or not known or diagnosed unless the immediate cause of loss is external trauma;
7. Mental Stress unless a covered physical Injury is and remains a major contributing cause of the mental Injury, as shown by clear and convincing evidence. Mental Stress is any psychological, psychiatric, or emotional condition for which compensation is sought; or

8. Any Injury which is the result of an attack provoked by the Insured Person except that Benefits will be payable when such Injuries are inflicted on an Insured Person by another person while the other person is committing a felony, and Benefits will be payable for Injuries resulting from an unprovoked attack on the Insured Person.

Nor does this Policy cover loss caused by or resulting from Injury sustained while:

9. Participating in an illegal occupation, committing or attempting to commit a felony;
10. Acting as a crew member or helper other than as a driver;
11. Serving in the armed forces of any country;
12. Traveling on ~~bonafide~~ vacations or traveling to and from work, except for ~~travel Under Dispatch authorized by the Motor Carrier~~ any Non-occupational Accident Coverage provided by this Policy;
13. Riding as a pilot or crew member in any vehicle or device for aerial navigation;
14. Riding as a passenger in any aircraft owned, operated or leased by or on behalf of the Motor Carrier unless a specific written agreement has been obtained from Us to provide such coverage; or
15. Participating in a union stop work action.

Nor does this Policy cover loss caused by or resulting from Injury sustained as a consequence of the Insured Person being:

16. Legally intoxicated or under the influence of alcohol as defined in the jurisdiction where the Injury occurs; or
17. Under the influence of any drug, narcotic or controlled substance unless, and only to the extent, prescribed by a Licensed Physician.

Nor does this Policy pay for:

18. Expenses, including over-the-counter medications or other items not prescribed by a physician; postage; fax charges; fees for

missed appointments; or mileage, meals or lodging expenses associated with any covered Injury or medical treatment;

19. Prosthetic or orthopedic appliances required for any replacement of natural parts of the body unless Medically Necessary for the treatment of a covered Injury;
20. Dental treatment, except as a result of Injury to sound natural teeth as provided under Accident Medical Expense Benefit;
21. Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused impairment of sight;
22. Injury for which Benefits are payable under any Workers' Compensation Act, Medicare, Medicaid, No Fault or Personal Injury Protection statute, or similar law;
23. Treatment provided by a Hospital or institution that would not charge in the absence of this insurance or that is owned or operated by the state or federal government or agency thereof;
24. Hearing aids or hearing examinations unless a covered Injury has caused impairment of hearing;
25. Items that are not Medically Necessary, including but not limited to whirlpools, hot tubs, saunas, health club memberships, beds (except for the rental cost of a hospital bed), motorized wheelchairs, scooters, smoking cessation programs, or weight loss programs.
26. Cosmetic, plastic or restorative surgery, unless Medically Necessary for the treatment of a covered Injury; or
27. Any expense and/or Benefit otherwise payable incurred as a result of an aggravation to a Pre-existing Condition that exceeds the amount necessary to bring the Insured Person back to pre-injury status.

SECTION III – CONDITIONS

A. EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of insurance for an eligible Insured Person will be the later of:

1. The effective date of the Policy; or

2. The date the Insured Person has been [a Member or] aActively at wWork performing the duties of the Covered Contract for at least one full day if the Insured Person is not aActively at wWork on the date coverage would otherwise become effective.

B. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT

The Combined Single Limit - Maximum Benefit is the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. ~~All Benefit amounts payable for each Insured Person are subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.~~ Payments made under one Benefit will reduce any Benefits payable under any other Benefit so that the combined total of all Benefits will not exceed the Combined Single Limit - Maximum Benefit shown in Item 6. of the Application.

C. COMBINED SINGLE LIMIT – DEDUCTIBLE

The Combined Single Limit – Deductible is the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. ~~All Benefit amounts for each Accident are subject to the Combined Single Limit – Deductible shown in Item 6. of the Application.~~ We will combine all eligible Benefits for any one Accident to meet the Combined Single Limit – Deductible shown in Item 6. of the Application.

D. TERMINATION OF INDIVIDUAL INSURANCE

The Insured Person's coverage will cease on the earliest of the following dates:

1. On the date this Policy is terminated;
2. On the date the Insured Person's [Membership or] Independent Contractor or Contract Driver status ceases; or
3. As of the premium due date if the required premium is not paid, except as a result of an inadvertent error.

In no case shall termination occur sooner than allowed by the applicable laws or regulations governing this Policy. Termination of the insurance of the Insured Person will be without prejudice to any claim of such Insured Person originating before such termination.

E. INADVERTENT ERROR

The failure to transmit, report, transfer premium or comply with any of the provisions of this Policy when such failure is due to an inadvertent error or clerical mistake will not prejudice the insurance of an Insured Person.

F. RENEWAL

This Policy may be renewed on the first and all succeeding anniversary dates by payment of the premium at the premium rates We require and subject to Our consent. Consent of Insured Persons to any renewal shall not be required.

G. PREMIUM

The premium rate for this Policy shall be the amount set forth in the Application. The monthly premium is calculated by multiplying the number of Insured Persons by the premium rate(s). Premium payments are due on the first day of each month. Payment must be made to Us or Our agent.

You must provide Us with the information necessary to determine the premium due. We may change the premium rate at the end of the first insurance year or any later premium due date. We will give 30 days written notice of any change. We will send notice to the last address shown in Our records for the Holder.

H. GRACE PERIOD

We will allow a grace period of 30 days for the payment of each premium due after the first premium. This Policy will remain in force during the grace period.

A grace period will not apply if We have sent written notice of Our intent not to renew this Policy at least 30 days before the premium due date. We will send such notice to Your last address as shown in Our records.

If You give Us written notice of Your intent not to renew this Policy, the grace period will not apply. You will be liable for all premiums due for the period this Policy remains in force including the grace period, if it applies.

I. WAIVER OF PREMIUM

We will waive premium for an Insured Person beginning on the first of the month following the date We receive due written proof of an Insured Person's Total Disability. This provision is subject to the **TERMINATION OF INDIVIDUAL INSURANCE** provision of this Policy, except as to the payment of premium. If an Insured Person's Total Disability ends and the Insured Person is still eligible for insurance under this Policy, coverage will continue provided that premium is paid beginning with the first of the month following the Insured Person's return to work.

J. PLAN AND EXPOSURE CHANGES

If You desire a change in this plan while the Policy is in force, You must give Us at least 30 days written notice before the plan change desired is to be effective. If the occupational exposure of the Insured Person increases while the Policy is in force, You must give Us notice within 30 days of the date of the change in occupational exposure.

You must notify Us of the addition of any new subsidiary or affiliated company that is to be covered by this Policy. Such notice must be sent

to Us within 30 days of the acquisition of such subsidiary or affiliated company.

We have the right to increase the premium for any increase in Benefits, occupational exposure, or number of Insured Persons.

The Policy may be modified by rider, endorsement or amendment. Consent of Insured Persons to any modifications shall not be required.

K. AUDIT

We have the right to inspect and audit all records and procedures of Yours and any Insured Person that relate to this Policy. These records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, driver logs and physicals, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the Policy period and within [] after the Policy period ends.

L. SUBROGATION

We have the right to subrogate any and all rights of recovery which any Insured Person may have or acquire against any party (except the Holder) or the insurer of any party, for Benefits paid or payable under the Policy. Any Insured Person who receives Accident Medical Expense Benefits or Accident Disability Benefits from Us for any covered Injury, shall be deemed to have assigned their right of recovery for such Benefits to Us and agree to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If a third party, including any other insurance carrier of the Insured Person, pays an Insured Person as a result of judgment, arbitration, compromise settlement or other arrangement for Injuries sustained by the Insured Person for which Benefits were paid under the Policy, the Insured Person agrees to repay Us for all Benefits paid.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the Insured Person or Beneficiary, commonly known as the common fund doctrine. The Insured Person is specifically prohibited from incurring any expenses, costs, or fees on behalf of Us in pursuit of his rights of recovery against a third party or Our subrogation/reimbursement rights as set forth in the Policy. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from Our recovery without Our prior express written consent. Cost of collection including attorney's fee and court costs shall be shared pro rata between the Insured Person and Us unless We have engaged Our own independent counsel to pursue collection and protect Our interests.

Our right of subrogation and reimbursement, as set forth herein, will not be affected, reduced, or eliminated by the "made whole doctrine" or any other equitable doctrine or law which requires an Insured Person to be "made whole" before subrogation rights are allowed. Furthermore, it is prohibited for an Insured Person or Beneficiary to settle a claim against a third party for certain elements of damages, by eliminating damages related to medical expenses incurred.

In addition, if Benefits are payable ~~to an Insured Person~~ under the Policy after a third party pays ~~the Insured Person~~ any beneficiary to the Policy, We will take credit for all amounts received ~~by the Insured Person~~, less amounts paid to Us, against all future payments under the Policy. No amount shall be owed by Us until the amount of Benefits We would have paid ~~on behalf of or to the Insured Person~~ pursuant to the terms of the Policy exceeds the amount received ~~by the Insured Person~~.

SECTION IV - CLAIM PROVISIONS

A. NOTICE OF CLAIM

Written notice of claim must be given to Us promptly after any loss covered by this Policy or, if for cause, it cannot be given promptly, as soon as reasonably possible.

The notice will be sufficient if it identifies the Insured Person and this Policy and is sent to Us at Our administrative office, or is given to Our agent. To the extent possible, the notice shall also include:

1. How, when and where the Accident occurred.
2. The names and addresses of any witnesses or persons involved in the Accident.

Failure to provide a written notice of claim may delay, suspend or terminate Benefits.

B. CLAIM FORMS

After We receive the written notice of claim, We will furnish the Application For Benefits forms within **15 days**. If We fail to furnish the Application For Benefits forms, the Insured Person will be considered to have met the requirements if the Insured Person sends proof describing the occurrence, extent and nature of the loss.

C. APPLICATION FOR BENEFITS

The written Application For Benefits must be sent to Us within [] after the date of such loss. Failure to furnish such application within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide it within such time and if it is furnished as soon as reasonably possible. In no event however, except in the absence of legal capacity of the Insured Person, shall the Application For Benefits be provided later than [] from the time it is otherwise required. Failure to provide a written Application For Benefits will delay, suspend or terminate Benefits.

D. TIME PAYMENT OF CLAIMS

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment, will be paid immediately after We receive a written Application For Benefits and all necessary supporting documentation for the claim. Subject to the Application For Benefits, all accrued Benefits for which this Policy provides periodic payment will be paid according to Item 5. of the Application. Failure to furnish such Application For Benefits may result in the nonpayment of claims until it is received.

E. PAYMENT OF CLAIMS

The Accidental Death Benefit shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a member survives the Insured Person. The Insured Person's:

1. Spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brother and sisters; or
5. Estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance unless, before such payment is made, We have received at Our administrative office written notice of valid claim by some other person. If two or more persons become entitled to Benefits as preference beneficiaries, they shall share equally.

Benefits other than the Accidental Death Benefit are payable to the Insured Person except for Accident Medical Expense Benefits, if applicable. These Accident Medical Expense Benefits may be paid to the provider of the medical services. All accrued Benefits unpaid at the death of the Insured Person will be payable in the same manner as for the Accidental Death Benefit stated in the preceding two paragraphs.

If requested in writing by the Insured Person and approved by Us, any portion of Benefits payable under this Policy may be assigned.

Any Benefit payable to a minor may be paid to the legally appointed guardian of the minor, or if there is no such guardian, to such adult or adults as have in Our opinion assumed custody and principal support of such minor.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

F. PHYSICAL EXAMINATION OR AUTOPSY

At Our expense, We will have the right to examine an Insured Person when and as often as reasonably necessary. This exam may include an Occupational Assessment. In the event of Accidental death, We also have the right to have an autopsy performed at Our expense unless forbidden by law. This physical examination or autopsy may be used to determine the Benefits payable under this Policy. Failure to submit to a physical examination or autopsy may delay, suspend or terminate Benefits.

G. COOPERATION

The Insured Person shall cooperate with Us in the investigation and handling of any claim, at our request shall give us a statement under oath and a signed statement of the answers, and shall immediately send Us copies of any request, demand or legal paper received regarding a claim. Failure to do so may delay, suspend or terminate Benefits.

H. ARBITRATION

If ~~You and~~ We and the Insured Person disagree whether ~~an~~ the Insured Person is entitled to Benefits under the Policy or do not agree as to the amount of Benefits, both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then the parties will select an arbitrator. If they cannot agree within 30 days, either may request that a selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally.

I. COMMUTATION OF LOSS

At Our option, at any time later than two years from the date of any Accident resulting in a claim under the Policy, We may request to be released from liability with respect to any such claim. If so agreed by the Insured Person, We will appoint a third party to investigate, determine and capitalize such claim. The payment by Us of the capitalized value of such claim will constitute a complete and final release of Us with respect to such claim.

SECTION V - GENERAL PROVISIONS

A. CERTIFICATES

When this Policy is issued in a state that requires certificates, We will deliver them to the Holder. The Holder shall deliver them to each Insured Person. The certificates will describe the Benefits provided, to whom payable and the Policy limitations.

B. RECORDS EXAMINATION

We shall have the right to examine the Holder's records on this Policy at any reasonable time. This right will extend until [] after expiration of this Policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

C. WORKERS' COMPENSATION

This Policy is not in place of and does not affect any requirements for coverage by Workers' Compensation insurance. No Benefits shall be payable under this Policy for any loss for which the Insured Person claims coverage under any Workers' Compensation, Employers' Liability, or similar law. We reserve the right to recover from the Insured Person any Benefits paid under this Policy which are subsequently claimed under any Workers' Compensation, Employers' Liability, or similar law.

D. ENTIRE CONTRACT CHANGES

This Policy and the Application attached to it, constitute the entire contract between the

parties. Any statement made by the Holder or by an Insured Person shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the Benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written instrument, a copy of which has been furnished the Holder or the Insured Person. No such statement of the Holder shall be used at all to void this Policy after it has been in force for two years from the date of its issue.

No one has the right to change any part of the Policy or to waive any of its provisions unless the change is approved in writing on the Policy by one of Our officers.

E. LEGAL ACTIONS

No action at law or in equity can be brought against Us until after [] following the date the written Application For Benefits was given. No action can be brought against Us after [] from the date the Application For Benefits is required.

F. CANCELLATION AND NONRENEWAL

This Policy may be cancelled by the Holder by mailing to Us written notice stating when cancellation will be effective. Consent of any Insured Persons to cancellation shall not be required. We may cancel this Policy by mailing to the Holder at the address shown in Our records written notice stating when, no

less than [] such cancellation stated in the notice shall be effective. The mailing of notice will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the Policy period. Delivery of written notice either by the Holder or by Us will be equivalent to mailing.

If the Policy is cancelled, a premium adjustment may be made at the time cancellation becomes effective. Our check or the check of Our representative mailed or delivered will be sufficient tender of any refund of premium due the Holder. Any refund due an Insured Person shall be made by the Holder.

We may non-renew this Policy by mailing to the Holder at the address shown in Our records written notice, no less than [] before the end of the Policy period, of our intent not to renew the Policy. The mailing of notice will be sufficient proof of notice. Delivery of written notice by Us will be equivalent to mailing.

G. CONFORMITY WITH STATE STATUTES

If any provision of this Policy is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery, the provision is automatically amended to meet the requirements of the statute.



[

]



(A Stock Company)

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

Policy No.: []

MASTER APPLICATION

Application is hereby made for a plan of **Occupational Accident** insurance based on the following statements and representations.

ITEM 1. NAME

Name of Holder: []

Address:[]
[]
[]

ITEM 2. DESCRIPTION OF ELIGIBLE PERSONS

The following described persons are eligible for coverage under this **Policy**:

[]
[]
[]

ITEM 3. EFFECTIVE DATE. This **Policy** is effective as of 12:01 a.m., Standard Time, at the address of the Holder, beginning [] and ending at the same time on [] .

ITEM 4. PREMIUM. Premium is payable [] on the [] day of the month. The premium rate(s) [is / are] as follows:

[]
[]
[]
[]

ITEM 5. SCHEDULE OF BENEFITS

A. Occupational Accident Benefits

Accidental Death Benefit – [] Principal Sum payable as follows:

- a. If death occurs due to a covered Occupational Accident, We will pay a flat sum of [], with the remainder of the Principal Sum paid as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.
- b. If a legal spouse survives the Insured Person, We will pay [] to that surviving spouse up to the Maximum Benefit Amount shown.
- c. If a legal spouse does not survive the Insured Person, or if the spouse dies or remarries, We will pay [] to a surviving Dependent Child. If there is more than one surviving Dependent Child, We will divide [] equally between the surviving Dependent Children.
- d. If there is no surviving spouse or Dependent Child at the time of the Insured Person’s death, We will pay the flat sum of [] as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.

Accidental Dismemberment Benefit – [] Principal Sum payable at [].
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Paralysis Benefit – [] Principal Sum payable at [].
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -
Maximum Benefit: []
Deductible: []
Expense must be incurred within [] of the date the Accident occurs.

Accident Disability Benefit
Percentage of Average Weekly Contract Payments []
Maximum Benefit per Week * []*
Elimination Period []
Maximum Benefit per Accident: []*
Maximum Benefit Period:

Insured Person's Age at Disability	Maximum Benefit Period
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

**SSNRA means the Social Security Normal Retirement Age as stated in the 1983 amendment to the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

*Regardless of the Maximum Benefit Period stated above, total Accident Disability Benefits shall not exceed the Maximum Benefit per Accident. *The Benefits payable for Total Disability or Partial Disability will be reduced by the amount of all Other Disability Benefits.

B. Non-Occupational Accident Benefit

Accidental Death Benefit – [] Principal Sum payable in one sum.

Accidental Dismemberment Benefit – [] Principal Sum payable in one sum.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: []

Deductible: []

Expense must be incurred within [] of the date the Accident occurs.

ITEM 6. A. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT. [] per Insured Person per Covered Accident.

B. COMBINED SINGLE LIMIT – DEDUCTIBLE. [] per Insured Person per Covered Accident.

POLICY RIDERS AND/OR ENDORSEMENTS

The following Riders and/or Endorsements are attached and made part of the Policy. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
[] []	[] []
[] []	[] []
[] []	[] []
[] []	[] []
[] []	[] []
[] []	[] []

FRAUD WARNING NOTICE

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.

I UNDERSTAND THAT THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE.

AGENT OR BROKER

HOLDER

Name of Firm: [] []

(Please print)

Name: [] []

(Please print)

Name of Agent or Broker: [] []

(Please print)

Title: [] []

(Please print)

Signature: _____

Signature: _____

Date: [] [] _____

Date: [] [] _____



[

]



(A Stock Company)

CERTIFICATE OF INSURANCE TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

Having issued Policy Number [] insuring certain Insured Persons with

[]
(HEREIN CALLED THE HOLDER ~~[PARTICIPATING ORGANIZATION]~~)

Old Republic Life Insurance Company certifies that any Insured Person who qualifies under the ELIGIBILITY provision stated below is an Insured Person. This insurance is subject to all the definitions, limitations and conditions of the Policy. This coverage takes effect on the date shown in the EFFECTIVE DATE provision stated below. This certificate is not the Policy. It is evidence of insurance provided under the Policy. The Policy can be amended by mutual consent between the Holder ~~[Participating Organization]~~ and Us.

This certificate replaces and cancels any other certificate previously issued to an Insured Person under the Policy.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY

Secretary

President

ELIGIBILITY

Members, Independent Contractors or Contract Drivers of the Holder ~~[Participating Organization]~~, and Independent Contractors of the Independent Contractors of the Holder. ~~[Participating Organization]~~.

EFFECTIVE DATE

This Policy is effective as of 12:01 a.m., Standard Time, at the address of the Holder ~~[Participating Organization]~~, beginning [] and ending at the same time on [].

This insurance will take effect on the date the Policy takes effect. If an Insured Person becomes eligible after the Effective Date of the Policy, the insurance will become effective on the date that an Insured Person becomes eligible.

If an Insured Person is not ~~a~~Actively at ~~w~~Work on the date this Policy is to become effective, the coverage will not become effective until an Insured Person has been ~~a~~Actively at ~~w~~Work for at least one full day.

IMPORTANT NOTICE

THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. IT MAY ONLY BE LEGALLY SOLD TO EMPLOYERS WHO: (1) HAVE BEEN APPROVED BY WORKERS' COMPENSATION COMMISSION AS A SELF-INSURER OR WHO ARE MEMBERS OF WORKERS' COMPENSATION COMMISSION APPROVED SELF-INSURED GROUPS; (2) ARE INSURED ON A REIMBURSEMENT BASIS TO AN EMPLOYER UNDER A LARGE DEDUCTIBLE WORKERS' COMPENSATION POLICY ISSUED BY A LICENSED WORKERS' COMPENSATION INSURER; OR (3) ARE SOLE PROPRIETORS OR PARTNERS WHO HAVE ELECTED UNDER ARKANSAS CODE ANN. §11-9-102 (10) AND §11-9-402 (c) TO EXCLUDE THEMSELVES (BUT NOT THEIR EMPLOYEE) BY OBTAINING A CERTIFICATE OF NON-COVERAGE FROM THE ARKANSAS WORKERS' COMPENSATION COMMISSION.

**THIS IS AN OCCUPATIONAL ACCIDENT PLAN AND IS NOT WORKERS' COMPENSATION INSURANCE
THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS**

**Accident Medical Expense Benefit
Accident Disability Benefit
Accidental Death and Dismemberment Benefit
Accident Paralysis Benefit
Non-Participating**

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SCHEDULE OF BENEFITS

ITEM 5.

A. Occupational Accident Benefits

Accidental Death Benefit – [] Principal Sum payable as follows:

- a. If death occurs due to a covered occupational Accident, We will pay a flat sum of [], with the remainder of the Principal Sum paid as outlined in SECTION IV – Claims Provisions, paragraph E., Payment of Claims.
- b. If a legal spouse survives the Insured Person, We will pay [] to that surviving spouse up to the Maximum Benefit Amount shown.
- c. If a legal spouse does not survive the Insured Person, or if the spouse dies or remarries, We will pay [] to a surviving Dependent Child. If there is more than one surviving Dependent Child, We will divide [] equally between the surviving Dependent Children.
- d. If there is no surviving spouse or Dependent Child at the time of the Insured Person's death, We will pay the flat sum of [] as outlined in SECTION IV – Claim Provisions, paragraph E., Payment of Claims.

Accidental Dismemberment Benefit – [] Principal Sum payable at []
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Paralysis Benefit – [] Principal Sum payable at [].
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: []
Deductible: []
Expense must be incurred within [] of the date the Accident occurs.

Accident Disability Benefit

Percentage of Average Weekly Contract Payments []
Maximum Benefit per Week * []
Elimination Period []
Maximum Benefit per Accident: * []
Maximum Benefit Period:

Insured Person's Age at Disability	Maximum Benefit Period
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

**SSNRA means the Social Security Normal Retirement Age as stated in the 1983 amendment to the United States Social Security Act. It is determined by the date of birth as follows:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

*Regardless of the Maximum Benefit Period stated above, total Accident Disability Benefits shall not exceed the Maximum Benefit per Accident. *The Benefits payable for Total Disability or Partial Disability will be reduced by the amount of all Other Disability Benefits.

B. Non-Occupational Accident Benefit

Accidental Death Benefit – [] Principal Sum payable in one sum.

Accidental Dismemberment Benefit – [] Principal Sum payable in one sum.
(Principal Sum is paid at the percentage scheduled in the Policy).

Accident Medical Expense Benefit -

Maximum Benefit: []

Deductible: []

Expense must be incurred within [] of the date the Accident occurs.]

ITEM 6. Combined Single Limit - Maximum Benefit. [] per Insured Person per Covered Accident.

Combined Single Limit – Deductible. [] per Insured Person per Covered Accident.

POLICY RIDERS AND/OR ENDORSEMENTS

The following Riders and/or Endorsements are attached and made part of [this Certificate](#) ~~the Policy~~. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]
[]	[]

SECTION I – DEFINITIONS

A. “Accident” means a sudden, unexpected, unusual, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term. It does not include heart, coronary or any circulatory malfunction [sickness or other health condition](#).

~~**B. “Actively at Work” or “Active Work”** means the Insured Person is performing the contract obligations for the Motor Carrier as required by the terms of the Covered Contract.~~

B C. “Average Weekly Contract Payments” for an Independent Contractor who does not operate as a Team Driver means one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver with a Contract Driver means eighty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on eighty percent of one-third of the average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver. The Independent Contractor must substantiate, through the use of a lease agreement or other methods, that the other driver is a Contract Driver.

“Average Weekly Contract Payments” for an Independent Contractor who operates as a Team Driver that shares all income and expense equally with the other team member means fifty percent of one-third of the Independent Contractor’s contract payments as a truck driver for the two years immediately preceding the date of the Accident, divided by 104. If the Independent Contractor was not a contracted truck driver during the entire preceding two-year period, We will base the weekly contract payments on fifty percent of one-third of the

average weekly total of the Independent Contractor’s contract payments during the consecutive number of weeks the Independent Contractor was a truck driver.

“Average Weekly Contract Payments” for Contract Drivers means the average weekly payments received as a truck driver for the shorter of:

1. The two years immediately prior to the date of the Accident; or
2. The period of time worked.

Average Weekly Contract Payments for Contract Drivers will not include any performance bonus, expense reimbursement or other remuneration for other work not specified as an obligation within the Covered Contract.

~~**D. “Beneficiary”** means the person or persons stated in the Payment of Claims provision of this Policy.~~

E. “Benefit” means the amount of Accident insurance Benefits provided under this Policy in effect on the date the Accident occurs. Benefit does not include amounts for Occupational Sickness or Disease.

~~**F. [“Combined Single Limit – Deductible”** means the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. The Combined Single Limit – Deductible is shown in Item 6. of the Schedule of Benefits.]~~

~~**G. [“Combined Single Limit – Maximum Benefit”** means the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. The Combined Single Limit – Maximum Benefit is shown in Item 6. of the Schedule of Benefits.]~~

D H. “Contract Driver” means a driver who operates a power unit owned or leased by an Independent Contractor and for whom a premium has been paid. A Contract Driver cannot be an acknowledged [E](#)mployee of the Motor Carrier [or an Independent Contractor unless it is not mandatory for Workers Compensation coverage to be provided for such person as an Employee of either a Motor Carrier or Independent Contractor.](#)

E I. “Covered Contract” means a long-term lease as defined by U.S. Department of Transportation regulations.

To be a Covered Contract such lease must include the following requirements:

1. It must be signed by both the Motor Carrier and the Independent Contractor.
2. The Independent Contractor must be responsible for:
 - a. Power unit maintenance;
 - b. Power unit operating costs, including but not limited to fuel, repairs, physical damage insurance, and personal expenses associated with the operation of the power unit; and
 - c. Hiring and supervising necessary personnel to operate trucks, who are Independent Contractors or Contract Drivers.
3. The Independent Contractor must be compensated on a basis other than solely on time expended in performing work.
4. The Independent Contractor must have the responsibility for determining the time, means and method of performing work; and
5. The Independent Contractor or Contract Driver cannot be an acknowledged Employee of the Motor Carrier.

F J. “**Cumulative Trauma**” means repetitive mental or physical traumatic activities extending over a period of time, the combined effects of which cause any disability or need for medical treatment.

G K. “**Deductible**” means the dollar amount of eligible medical expenses for each claim that must be paid before We will begin making payments.

H L. “**Dependent Child**” means an unmarried child of the Insured Person under 19 years of age (under 23 years of age if the child is a full-time student in an accredited school or college) who is a legal dependent of the Insured Person.

I M. “**Elimination Period**” means the number of days from the start of a period of ~~continuous full~~ Total or Partial Disability as determined by the Treating Physician that must elapse before Benefits become payable. The Elimination Period is shown in Item 5 of the Schedule of Benefits. The Elimination Period is not retroactive.

J. “**Functional Capacity Examination**” means a test performed by a Physical Therapy professional to evaluate and estimate physical limitations.

K N. “**Hemiplegia**” means the total Paralysis of the upper and lower limbs of n the same side of the body. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

L O. “**Hospital**” means an institution established according to law which:

1. Is mainly for the care and treatment of sick, ailing, or injured in-patients;
2. Is run by a staff of one or more Licensed Physicians, available at all times;
3. Provides nursing services at all times;
4. Provides organized diagnostic and surgical facilities either on the premises or by contract with another Hospital; and
5. Is not mainly a place for convalescence, rest, nursing custody or extended care of the aged, drug addicts or alcoholics.

M P. “**Immediate Family**” means the spouse, children, parents, sisters, brothers, parents-in-law, sisters and brothers-in-law of an Insured Person.

N Q. “**Independent Contractor**” means a person performing contract obligations as a truck driver who is under a Covered Contract with ~~the~~ a Motor Carrier and for whom a premium has been paid. Independent Contractor does not include any Employee or subcontractor of the Independent Contractor.

O R. “**Injury**” means bodily Injury caused by ~~an~~ a covered Accident that:

1. Occurs while this Policy is in force for the Insured Person;
2. Results directly and independently of all other causes of loss covered by this Policy; or
3. Occurs in the manner and under the circumstance described in this Policy.

The following are not considered as resulting from a covered Injury and are not covered under this Policy.

1. Contraction of a disease is not an Accident within the meaning of the term Injury;
2. Sickness, disease or bacterial infection, except pyogenic infection (~~marked by pus production~~), which results from an accidental cut or wound; or
3. Medical or surgical treatment of a sickness or disease.

P S. “**Insured Person**” means an Independent Contractor, [Member of the Holder] or Contract Driver, for whom a premium has been paid.

Q T. “**Intensive Care Unit**” means a special Intensive Care Unit in a Hospital. It must:

1. Be separated from the surgical recovery room; and
2. Be separated from rooms, beds and wards used for patient confinement; and
3. Have constant attendance by full-time Nurses assigned exclusively to such unit; and
4. Contain apparatus used in the treatment of the critically ill; and
5. Be under the direct supervision of a full-time Licensed Physician or an Intensive Care committee or a medical staff.

R U. “**Licensed Physician**” means a currently licensed practitioner of the healing arts, acting within the scope of the physician’s license. A Licensed Physician cannot be the Insured Person nor a member of the Insured Person’s Immediate Family.

S V. “**Medically Necessary**” means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury based on generally accepted current medical practice as determined by Us. A service or supply will not be considered Medically Necessary if it:

1. Is provided only as a convenience for an Insured Person or the provider;
2. Is not an appropriate treatment for the Insured Person’s diagnosis or symptoms;
3. Exceeds, in scope, duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. Is part of a plan of treatment that is experimental, unproven or related to a research protocol.

The fact that any particular Licensed Physician may prescribe, order, recommend or approve a service or supply does not make the service or supply Medically Necessary.

I W. “**Medicare**” means the “Health Insurance for the Aged and Disabled Act” passed by the Congress of the United States of America under Title XVIII of the Social Security Act Amendments of 1965, as amended.

I U. “**Member**” means an Independent Contractor or Contract Driver who is a Member in good standing of the Holder and for whom a premium has been paid.

V X. “**Motor Carrier**” means the person, firm, or other entity with whom the Independent Contractor has entered into a Covered Contract.

W Y. “**Non-Occupational Accident Benefit**” means Benefits payable for an Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.

X Z. “**Nurse**” means a Graduate Nurse, including Registered Nurse and Licensed Practical Nurse. It does not include the Insured Person nor a member of the Immediate Family of an Insured Person.

Y AA. “**Occupational Accident Benefits**” means Benefits payable for an Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract.

Z. “**Occupational Assessment**” means a test of vocational capabilities. The process may include a review of medical records; Injury and treatment history; background, including education, military, and previous occupations; and an evaluation of basic skills such as reading comprehension, spelling, basic math skills, and vocational alternatives.

AA BB. “**Occupational Sickness or Disease**” means a condition that satisfies all the following:

1. An unhealthy condition of the body, caused by exposure to environmental or physical hazards during the contract performance of an Insured Person within the scope of the Covered Contract with the Motor Carrier which is generally accepted by the Center for Disease Control to be a disease; and
2. Is not a condition resulting from an Accident.

It does not include ordinary diseases to which the general public is exposed outside of the Insured Person’s assigned duties in the scope of the Covered Contract or a disease resulting directly from an Accident.

BB CC. “**Other Disability Benefits**” means:

1. Disability Benefits paid, payable, or for which there is a right under:
 - a. The Social Security Act, including any amounts for which the Insured Person’s dependents may qualify because of the Insured Person’s disability; or
 - b. Any Workers’ Compensation Law or any other law that provides compensation for an occupational Injury; or
 - c. Any State Disability Benefit Law; or
 - d. Any State No Fault Law.

2. Disability Benefits paid, payable, or for which there is a right under:
 - a. Any group insurance plan provided by or through the Motor Carrier or the Holder/~~Participating Organization~~;
 - b. Any formal sick leave plan provided by the Motor Carrier or the Holder/~~Participating Organization~~; or
 - c. Any Retirement Plan provided by the Motor Carrier or the Holder/~~Participating Organization~~.
3. Retirement Benefits paid under the Social Security Act, including any amounts for which the Insured Person's dependents may qualify because of the Insured Person's disability.
4. Retirement Benefits paid under a Retirement Plan provided by the Motor Carrier or the Holder/~~Participating Organization~~, except for amounts attributable to the Insured Person's contributions.

The Accident Disability Benefit, after the reductions stated above, will not be further reduced for subsequent cost-of-living increases that are paid, payable, or for which there is a right under any Benefit described above. The Accident Disability Benefit will not be reduced by any increases in Social Security payments other than an increase in Benefits due to a change in dependent status.

"Retirement Plan", as stated above, means a plan that provides Retirement Benefits to the Insured Person and is not funded wholly by the Insured Person's contributions. It does not include: (1) a profit sharing plan, a thrift or savings plan; (2) an individual retirement account (IRA); (3) a tax sheltered annuity (TSA); (4) a stock ownership plan; or (5) a deferred compensation plan.

CC DD. "Paralysis" means the permanent impairment and loss of the ability to voluntarily move or to have sensation in an entire extremity as the result of an Injury to the brain or spinal cord, as determined by a Licensed Physician. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

DD EE. "Paraplegia" means the total Paralysis of both lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

EE FF. "Partial Disability" Or "Partially Disabled" means the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the Regular Care of ~~a Licensed~~ the Treating Physician for the covered Injury; and
3. Gainfully performing any occupation on a full-time or part-time basis.

FF GG. "Pre-existing Condition" means any condition which was medically diagnosed and for which treatment was received within 12 months prior to the Insured Person's effective date of coverage.

GG HH. "Principal Sum" means the amount of insurance as shown in Item 5. of the Schedule of Benefits and is limited for each covered Insured Person by the percentage shown below:

<u>AGE ON DATE OF INJURY</u>	<u>APPLICABLE PERCENTAGE</u>
Age 69 or Younger	100%
Age 70-74, Inclusive	65%
Age 75-79, Inclusive	45%
Age 80-84, Inclusive	30%
Age 85 and Older	15%

HH II. "Quadriplegia" means the total Paralysis of both upper and lower limbs. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

II JJ. "Reasonable Expense" means the Usual and Customary fee or charge for a given service or supplies by a Licensed Physician to a majority of the Licensed Physician's patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same ~~the services rendered and the supplies furnished in the area where rendered or furnished, provided a Licensed Physician recommends and approves the~~ services and supplies.

JJ KK. "Recurrent Disability" means successive periods of the same disability, unless

1. The latter disability results from a separate Accident; or
2. The periods of disability are not separated by at least [] during which the Insured Person is performing the duties of the Covered Contract.

For the purpose of calculating the Maximum Benefit Period, Recurrent Disabilities shall be counted toward one period of disability.

KK. “Regular Care of a Physician” means the monitoring and/or evaluation of the disabling condition by the Treating Physician every 30 days or as otherwise determined by Us.

LL. “Schedule of Benefits” means Item 5. of the Schedule of Benefits that shows:

1. Benefit amounts;
2. Maximum Benefit Period; and
3. Deductible amounts.

MM. “Social Security Disability Award” means Social Security disability Benefits for which the Insured Person has submitted a claim for this covered Injury and has been approved for payment by the Social Security Administration.

NN. “Team Driver” means an Insured Person who operates a truck in conjunction with another driver.

OO. “Total Disability” and **“Totally Disabled”** means that during the first [] following the date of the Accident, the Insured Person, because of a covered Injury, is:

1. Continuously unable to perform the substantial and material contract obligations of the Covered Contract with the Motor Carrier;
2. Under the Regular Care of ~~a Licensed the Treating~~ Physician for the covered Injury; and
3. Not gainfully performing any occupation on a full-time or part-time basis.

After [] following the date of the Accident, “Total Disability” or “Totally Disabled” means that, the Insured Person, because of a covered Injury:

1. Is continuously unable to engage in any occupation for which the Insured Person is or becomes qualified by education, training or experience;
2. Is under the Regular Care of ~~a Licensed the Treating~~ Physician for the covered Injury;
3. Is not gainfully performing any occupation on a full-time or part-time basis; and
4. Has been awarded a Social Security Disability Award for the covered Injury,

unless the Insured Person is unable to obtain a Social Security Disability Award solely because he or she has qualified for Social Security Retirement Benefits.

PP. “Treating Physician” means a Licensed Physician who provides primary care for an Insured Person due to a covered Injury. If requested by the Insured Person, We will authorize a one time change of the Treating Physician during the course of treatment for a covered Injury.

QQ PP. “Under Dispatch” means the period of time during which ~~the an~~ Insured Person operates his or her vehicle or performs vehicle repair, while en route to picking up a load, loading, delivering a load, unloading, or returning from the delivery of a load. The dispatch must be authorized by the Motor Carrier in the normal and customary course of business and by the normal and customary means of such authorization. Under Dispatch does not include vehicle repair or routine vehicle maintenance if it is not done while en route to picking up a load, loading, delivering a load, unloading, or while returning from the delivery of a load.

RR QQ. “Uniplegia” means the total Paralysis of a single limb. Such loss must be certified by a Licensed Physician to be permanent and irreversible.

~~**RR. “Usual and Customary”** means the usual charge for a given service by a Licensed Physician to a majority of the Licensed Physician’s patients and the customary fee charged by the majority of the Licensed Physicians within a community for the same services.~~

SS. “We, Our and Us” means the Old Republic Life Insurance Company, Chicago, Illinois.

TT. “You, Your and Yours” means the Holder/~~Participating Organization~~ ~~Participating Organization~~.

SECTION II - DESCRIPTION OF COVERAGE

Occupational Accident Coverage is provided for Injury sustained by an Insured Person while Under Dispatch and performing the duties of the Covered Contract. Coverage begins at the time the truck is dispatched and continues until the truck is no longer Under Dispatch. Non-Occupational Accident Coverage is provided for Injury sustained by an Insured Person while not Under Dispatch or not performing the duties of the Covered Contract.

A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

When a covered Injury results in any of the following losses to an Insured Person within 365 days of the Accident, We will pay up to the indicated percentage of the Principal Sum for:

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing in Both Ears	50%
Loss of Thumb & Index Finger of Same Hand	25%

Loss as used above with reference to hand or foot means the complete and actual severance through or above the wrist or ankle joint.

Loss as used above with reference to eye means the irrecoverable loss of the entire sight; or diminution of vision to 20/200 or less with corrective lenses; as used with reference to hearing means the complete and irrecoverable loss of hearing in both ears; and as used with reference to thumb and index finger, means the complete severance through or above the metacarpophalangeal joints.

Only one payment will be made for loss resulting from any one Accident. If an Insured Person suffers more than one loss listed above as the result of any one covered Accident, We will pay only the single largest amount to which the Insured Person is entitled. This amount is subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

1. MAXIMUM BENEFIT PERIOD

a. Accidental Death

We will pay Accidental Death Benefits until the earliest of the following:

- (1) The date We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The date the surviving spouse dies or remarries if there are no surviving Dependent Children;
- (3) The date the last surviving Dependent Child dies or is no longer eligible if there is no eligible surviving spouse; or
- (4) The date the Benefits paid for all coverages provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

b. Accidental Dismemberment

We will pay Accidental Dismemberment Benefits until the earliest of the date:

- (1) We have paid the Principal Sum provided under this Policy for this Benefit;
- (2) The Insured Person dies; or
- (3) The total paid for all Benefits provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

2. INCAPACITATED CHILD BENEFITS

Benefit payments will continue to any child who reaches the age limit, and is:

- a. Totally incapable of self-sustaining employment due to physical or mental handicap; and
- b. Chiefly dependent on a designated guardian for support and maintenance.

Such Benefit payments will continue until the earliest of the date:

- a. We have paid the Principal Sum provided under this Policy; or
- b. The total paid for all Benefits provided under this Policy equal the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

To continue payments, We must receive proof of the child's incapacity and dependence as soon as possible after the

child reaches the age limit. We may require proof from time to time, but not more than once a year following the first 2 years after the date the child reaches the age limit.

B. ACCIDENT PARALYSIS BENEFITS

If, because of a covered Injury and beginning within 365 days after the date of the Accident, an Insured Person sustains Uniplegia, Hemiplegia, Paraplegia or Quadriplegia, We will pay the stated percentage shown below of the Insured Person's Principal Sum. This Benefit is payable monthly beginning with the 13th month of such Paralysis. The monthly Benefit payable is the stated percentage of the amount payable per month as shown in Item 5. of the Schedule of Benefits. It is payable for each successive month of continued Paralysis, however, the maximum Benefit payable will not exceed the stated percentage of the Insured Person's Principal Sum.

	<u>STATED PERCENTAGE</u>
Uniplegia	25%
Hemiplegia	50%
Paraplegia	75%
Quadriplegia	100%

We will pay Paralysis Benefits until the earliest of:

1. We have paid the stated percentage of the Insured Person's Principal Sum;
2. The Insured Person dies; or
3. The date the total paid for all Benefits provided under this Policy equals the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

C. ACCIDENT MEDICAL EXPENSE BENEFITS

If a covered Injury requires treatment by a Licensed Physician, employment of a Nurse, confinement in a Hospital, x-ray examination, or the use of an ambulance, within [] of the date of the Accident, We will pay after the Combined Single Limit - Deductible, the Reasonable Expense for services that are Medically Necessary and actually incurred by an Insured Person. This payment is in addition to any other Benefit payable under this Policy. The Insured Person must incur such expense within the period, shown in Item 5. of the Schedule of Benefits. Benefits payable under this provision shall not exceed the Maximum Benefit shown in the Schedule of Benefits, Item 5. or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Schedule of Benefits.

The following are eligible expenses:

1. HOSPITAL SERVICES

Reasonable Expenses for Hospital room and board and general nursing care for each day of covered confinement. We will also pay other necessary Hospital charges such as use of the operating or emergency room, laboratory tests, radiological procedures, anesthetics and the administration of anesthetics, and blood and blood products and the transfusion thereof.

2. LICENSED PHYSICIAN'S FEES

Charges by a Licensed Physician for Medically Necessary treatment. We limit Licensed Physician's calls while the Insured Person is confined to the Hospital to one call a day for one Licensed Physician. We also cover charges for one second opinion for surgery.

3. DRUGS

Charges for drugs and medicines that are Medically Necessary and require a written prescription by a Licensed Physician.

4. AMBULANCE

Charges incurred for local professional ambulance services, from the site of an Accident to a Hospital, and if necessary from the Hospital to the Insured Person's home or other medical facility.

5. DENTAL CARE

Charges incurred for Medically Necessary dental treatment resulting from Injury to sound natural teeth.

6. PHYSICAL AND MASSAGE THERAPY - ACUPUNCTURE, OSTEOPATHIC AND CHIROPRACTIC CARE

Charges incurred as a result of a covered Accident for Medically Necessary osteopathic manipulative treatments; chiropractic manipulative treatments; and physical medicine, therapy or rehabilitation; including, but not limited to, application of any modality, electrical stimulation, traction, acupuncture, and massage. Such treatment is limited. We will pay [] per calendar year regardless of whether such treatment is performed by a Licensed Physician, osteopath, chiropractor, physical or massage therapist, acupuncturist, other health care professional, or any combination thereof.

7. HOME HEALTH CARE

Charges for home health services rendered by a Home Health Care Agency under a Home Health Care Plan as required for the treatment of a covered Injury. The Plan must have been established in lieu of Hospital confinement or confinement in a skilled nursing facility. We will pay [] per calendar year. Each 4 hour visit by a member of a home health care team is considered as one home health care visit.

“Home Health Care Agency” means:

- a. A service or agency which holds a valid certificate of approval, or license, as a public Home Health Care Agency;
- b. A Hospital holding a valid operating certificate authorizing it to provide home health services; or
- c. An establishment approved as a Home Health Care Agency under Medicare.

A Home Health Care Agency cannot be the Insured Person nor a member of the Insured Person's Immediate Family.

“Home Health Care Plan” means a program for care and treatment of an injured Insured Person in their home by a Home Health Care Agency. The program must be established by a Licensed Physician. The Licensed Physician must approve the program in writing prior to the start of home health care services. The Physician must also certify that confinement in a Hospital or in a skilled nursing facility would be required if home care is not provided.

D. ACCIDENT DISABILITY BENEFITS

1. TOTAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Schedule of Benefits, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments for each week that We have received written proof of continuing Total Disability ~~subject to the Maximum Benefit per Week and the Maximum Benefit per Accident shown in Item 5. of the Application;~~ when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Total Disability within [] of the Accident; and

- c. Medically Necessary treatment for the Injury started within [] of the Accident.

~~The maximum Benefit per week payable for Total Disability will be reduced by the amount of all Other Disability Benefits.~~

Upon receipt of ~~the due~~ written Application For Benefits, Benefits are payable beginning with the first day of Total Disability following the Elimination Period and will continue for the period the Insured Person is Totally Disabled. ~~up to the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits as the result of any one Accident to any one Insured Person.~~ Written proof of continuing Total Disability must be provided for each week that Benefits are paid.

~~Benefits payable under this provision shall not exceed the Maximum Benefit per Accident shown in the Schedule of Benefits, Item 5. [or the Combined Single Limit Maximum Benefit shown in Item 6. of the Schedule of Benefits.]~~

2. PARTIAL DISABILITY

Subject to the Maximum Benefit per Week and the Maximum Benefit per Accident as shown in Item 5. of the Schedule of Benefits, We will pay a weekly amount equal to the Percentage of Average Weekly Contract Payments, ~~and~~ less any earnings while Partially Disabled for each week that We have received written proof of continuing Partial Disability, when:

- a. The Insured Person has sustained a covered Injury; and
- b. The Injury is determined to be a Partial Disability within [] of the Accident; and
- c. Medically Necessary treatment for the Injury started within [] of the Accident.

~~The Maximum Benefit per week payable for Partial Disability will be reduced by the amount of all Other Disability Benefits.~~

Upon receipt of the written Application For Benefits, Benefits ~~are will be~~ payable beginning with the first day of the Partial Disability following the Elimination Period ~~as shown in Item 5. of the Schedule of Benefits~~ and will continue for the period the Insured Person is Partially Disabled. Written proof of continuing Partial Disability must be provided for each week that Benefits are paid.

3. PAYMENT OF ACCIDENT DISABILITY BENEFITS

Subject to due written Application For Benefits and receipt and review of objective medical findings, We will pay all accrued Accident Disability Benefits at the end of each week of Total or Partial Disability. We will immediately pay any balance remaining unpaid upon the termination of the period of disability. Such written Application For Benefits must include objective medical findings supplied at the Insured Person's expense, that support the Insured Person's disability. Failure to do so may delay, suspend or terminate Benefits. Objective medical findings include, but are not limited to, tests, procedures or clinical examinations commonly accepted in the practice of medicine, for the Insured Person's disabling condition.

We will pay Benefits under this provision for periods that are less than one week on the basis of 1/7th of the weekly Benefit for each day of Total or Partial Disability.

~~In no event will Benefits payable for Total Disability and Partial Disability be paid for more than the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits.~~

The maximum Benefit per week payable for Total or Partial Disability will be reduced by the amount of all Other Disability Benefits. If the amount of all Other Disability Benefits exceeds the disability payment amount, then no Benefit is due that week. The Insured Person shall provide to Us the amount of all Other Disability Benefits received. Failure to do so may delay, suspend or terminate Benefits.

Benefits payable under this provision shall not exceed the Maximum Benefit per Accident nor the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits, or the Combined Single Limit – Maximum Benefit shown in Item 6. of the Schedule of Benefits.

4. TERMINATION OF ACCIDENT DISABILITY BENEFITS

Benefit payments for Accident Disability terminate on the earliest of the following dates:

- a. The date the Insured Person is no longer Totally or Partially Disabled as determined by ~~a licensed~~ the Treating Physician. Failure to provide a

current disability slip from the Treating Physician may delay, suspend, or terminate Benefits.

- b. The date the Insured Person's earnings while disabled equal or exceed 100% of the Insured Person's pre-disability Average Weekly Contract Payments;
- c. The date the Insured Person dies;
- d. The end of the Maximum Benefit Period shown in Item 5. of the Schedule of Benefits;
- e. The date the Insured Person ceases to be under the ~~continuous~~ Regular Care of ~~a Licensed~~ the Treating Physician for the covered Injury; or
- f. The date We have paid the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

5. RECURRENT DISABILITY

If the disability for which Benefits were payable ends and recurs due to the same or related causes, but is not a Recurrent Disability, it will be considered a resumption of the prior disability. Such disability shall be subject to the provisions of the Policy that were in effect at the time the prior disability began.

A Recurrent Disability shall be subject to a new Elimination Period and the other provisions of the Policy that are in effect on the date the disability recurs. The disability must recur while the Insured Person's coverage is in force under the Policy.

E. EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

1. Suicide, attempted suicide, self-destruction, or attempted self-destruction while sane or insane;
2. Declared or undeclared war or an act of either;
3. Sickness, medical condition or disease, except pyogenic infections, ~~(marked by pus production)~~, caused by an accidental cut or wound;
4. Cumulative Trauma;
5. Occupational Sickness or Disease;
6. Heart attack, stroke, coronary artery disease, or other circulatory disease or disorder, whether or not known or

diagnosed, unless the immediate cause of loss is external trauma;

7. Mental Stress unless a covered physical Injury is and remains a major contributing cause of the mental Injury, as shown by clear and convincing evidence. Mental Stress is any psychological, psychiatric, or emotional condition for which compensation is sought; or
8. Any Injury which is the result of an attack provoked by the Insured Person except that Benefits will be payable when such Injuries are inflicted on an Insured Person by another person while the other person is committing a felony, and Benefits will be payable for Injuries resulting from an unprovoked attack on the Insured Person.

Nor does this Policy cover loss caused by or resulting from Injury sustained while:

9. Participating in an illegal occupation, committing or attempting to commit a felony;
10. Acting as a crew member or helper other than as a driver;
11. Serving in the armed forces of any country;
12. Traveling on ~~bonafide~~ vacations or traveling to and from work, except for ~~travel Under Dispatch authorized by the Motor Carrier~~ any Non-occupational Accident Coverage provided by this Policy;
13. Riding as a pilot or crew member in any vehicle or device for aerial navigation;
14. Riding as a passenger in any aircraft owned, operated or leased by or on behalf of the Motor Carrier unless a specific written agreement has been obtained from Us to provide such coverage; or
15. Participating in a union stop work action.

Nor does this Policy cover loss caused by or resulting from Injury sustained as a consequence of the Insured Person being:

16. Legally intoxicated or under the influence of alcohol as defined in the jurisdiction where the Injury occurs; or
17. Under the influence of any drug, narcotic or controlled substance unless, and only to the extent, prescribed by a Licensed Physician.

Nor does this Policy pay for:

18. Expenses, including over-the-counter medications or other items not prescribed by a physician; postage; fax charges; fees for missed appointments; or mileage, meals or lodging expenses associated with any covered Injury or medical treatment;
19. Prosthetic or orthopedic appliances required for any replacement of natural parts of the body unless Medically Necessary for the treatment of a covered Injury;
20. Dental treatment, except as a result of Injury to sound natural teeth as provided under Accident Medical Expense Benefit;
21. Replacement of eyeglasses or eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused impairment of sight;
22. Injury for which Benefits are payable under any Workers' Compensation Act, Medicare, Medicaid, No Fault or Personal Injury Protection statute, or similar law;
23. Treatment provided by a Hospital or institution that would not charge in the absence of this insurance or that is owned or operated by the state or federal government or agency thereof;
24. Hearing aids or hearing examinations unless a covered Injury has caused impairment of hearing;
25. Items that are not Medically Necessary, including but not limited to whirlpools, hot tubs, saunas, health club memberships, beds (except for the rental cost of a hospital bed), motorized wheelchairs, scooters, smoking cessation programs, or weight loss programs.
26. Cosmetic, plastic or restorative surgery, unless Medically Necessary for the treatment of a covered Injury; or
27. Any expense and/or Benefit otherwise payable incurred as a result of an aggravation to a Pre-existing Condition that exceeds the amount necessary to bring the Insured Person back to pre-injury status.

SECTION III – CONDITIONS

A. EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of insurance for an eligible Insured Person will be the later of:

1. The effective date of the Policy; or
2. The date the Insured Person has been [[a Member or](#)] ~~a~~Actively at ~~w~~Work performing the duties of the Covered Contract for at least one full day if the Insured Person is not ~~a~~Actively at ~~w~~Work on the date coverage would otherwise become effective.

B. COMBINED SINGLE LIMIT - MAXIMUM BENEFIT

~~The Combined Single Limit - Maximum Benefit is the maximum amount of Benefit payable under this Policy for all Benefits payable as the result of a covered Injury to an Insured Person. All Benefit amounts payable for each Insured Person are subject to the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.~~ Payments made under one Benefit will reduce any Benefits payable under any other Benefit so that the combined total of all Benefits will not exceed the Combined Single Limit - Maximum Benefit shown in Item 6. of the Schedule of Benefits.

C. COMBINED SINGLE LIMIT – DEDUCTIBLE

~~The Combined Single Limit – Deductible is the total dollar amount of eligible Benefits for a covered loss that must be paid as the result of a covered Injury before We will make any Benefit payments. All Benefit amounts for each Accident are subject to the Combined Single Limit – Deductible shown in Item 6. of the Schedule of Benefits.~~ We will combine all eligible Benefits for any one Accident to meet the Combined Single Limit – Deductible [shown in Item 6. of the Schedule of Benefits.](#)

D. TERMINATION OF INDIVIDUAL INSURANCE

The Insured Person's coverage will cease on the earliest of the following dates:

1. On the date this Policy is terminated;
2. On the date the [Insured Person's \[Membership or\]](#) Independent Contractor or Contract Driver status ceases; or
3. As of the premium due date if the required premium is not paid, except as a result of an inadvertent error.

In no case shall termination occur sooner than allowed by the applicable laws or regulations governing this Policy. Termination of the insurance of the Insured Person will be without

prejudice to any claim of such Insured Person originating before such termination.

E. INADVERTENT ERROR

The failure to transmit, report, transfer premium or comply with any of the provisions of this Policy when such failure is due to an inadvertent error or clerical mistake will not prejudice the insurance of an Insured Person.

F. SUBROGATION

We have the right to subrogate any and all rights of recovery which any Insured Person may have or acquire against any party (except the Holder/~~Participating Organization~~) or the insurer of any party, for Benefits paid or payable under the Policy. Any Insured Person who receives Accident Medical Expense Benefits or Accident Disability Benefits from Us for any covered Injury, shall be deemed to have assigned their right of recovery for such Benefits to Us and agree to do whatever is necessary to secure such recovery, including execution of all appropriate papers to cause repayment to Us. If a third party, [including any other insurance carrier of the Insured Person,](#) pays an Insured Person as a result of judgment, arbitration, compromise settlement or other arrangement for Injuries sustained by the Insured Person for which Benefits were paid under the Policy, the Insured Person agrees to repay Us for all Benefits paid.

[We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the Insured Person or Beneficiary, commonly known as the common fund doctrine. The Insured Person is specifically prohibited from incurring any expenses, costs, or fees on behalf of Us in pursuit of his rights of recovery against a third party or Our subrogation/reimbursement rights as set forth in the Policy. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from Our recovery without Our prior express written consent. Cost of collection including attorney's fee and court costs shall be shared pro rata between the Insured Person and Us unless We have engaged Our own independent counsel to pursue collection and protect Our interests.](#)

[Our right of subrogation and reimbursement, as set forth herein, will not be affected, reduced, or eliminated by the "made whole doctrine" or any other equitable doctrine or law which requires an Insured Person to be "made whole" before subrogation rights are allowed. Furthermore, it is](#)

prohibited for an Insured Person or Beneficiary to settle a claim against a third party for certain elements of damages, by eliminating damages related to medical expenses incurred.

In addition, if Benefits are payable ~~to an Insured Person~~ under the Policy after a third party pays ~~the Insured Person any beneficiary to the Policy~~, We will take credit for all amounts received ~~by the Insured Person~~, less amounts paid to Us, against all future payments under the Policy. No amount shall be owed by Us until the amount of Benefits We would have paid ~~on behalf of or to the Insured Person~~ pursuant to the terms of the Policy exceeds the amount received ~~by the Insured Person~~.

SECTION IV - CLAIM PROVISIONS

A. NOTICE OF CLAIM

Written notice of claim must be given to Us promptly after any loss covered by this Policy, or, if for cause, it cannot be given promptly, as soon as reasonably possible.

The notice will be sufficient if it identifies the Insured Person and this Policy and is sent to Us at Our administrative office, or is given to Our agent. To the extent possible, the notice shall also include:

1. How, when and where the Accident occurred.
2. The names and addresses of any witnesses or persons involved in the Accident.

Failure to provide a written notice of claim may delay, suspend or terminate Benefits.

B. CLAIM FORMS

After We receive the written notice of claim, We will furnish the Application For Benefits forms within **15 days**. If We fail to furnish the Application For Benefits forms, the Insured Person will be considered to have met the requirements if the Insured Person sends proof describing the occurrence, extent and nature of the loss.

C. APPLICATION FOR BENEFITS

The written Application For Benefits must be sent to Us within [] after the date of such loss. Failure to furnish such application within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to provide it within such time and if it is furnished as soon as reasonably possible. In no event however, except in the absence of legal capacity of the Insured Person, shall the Application For Benefits be provided later than [] from the time it is otherwise required. Failure to provide a written Application For Benefits will delay, suspend or terminate Benefits.

D. TIME PAYMENT OF CLAIMS

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment, will be paid immediately after We receive a written Application For Benefits and all necessary supporting documentation for the claim. Subject to the Application For Benefits, all accrued Benefits for which this Policy provides periodic payment will be paid according to Item 5. of the Schedule of Benefits. Failure to furnish such Application For Benefits may result in the nonpayment of claims until it is received.

E. PAYMENT OF CLAIMS

The Accidental Death Benefit shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a member survives the Insured Person. The Insured Person's:

1. Spouse;
2. Children, including legally adopted children;
3. Parents;
4. Brother and sisters; or
5. Estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance unless, before such payment is made, We have received at Our administrative office written notice of valid claim by some other person. If two or more persons become entitled to Benefits as preference beneficiaries, they shall share equally.

Benefits other than the Accidental Death Benefit are payable to the Insured Person except for Accident Medical Expense Benefits, if applicable. These Accident Medical Expense Benefits may be paid to the provider of the medical services. All accrued Benefits unpaid at

the death of the Insured Person will be payable in the same manner as for the Accidental Death Benefit stated in the preceding two paragraphs.

If requested in writing by the Insured Person and approved by Us, any portion of Benefits payable under this Policy may be assigned.

Any Benefit payable to a minor may be paid to the legally appointed guardian of the minor, or if there is no such guardian, to such adult or adults as have in Our opinion assumed custody and principal support of such minor.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

F. PHYSICAL EXAMINATION OR AUTOPSY

At Our expense, We will have the right to examine an Insured Person when and as often as reasonably necessary. This exam may include an Occupational Assessment. In the event of ~~A~~accidental ~~D~~death, We also have the right to have an autopsy performed at Our expense unless forbidden by law. This physical examination or autopsy may be used to determine the Benefits payable under this Policy. Failure to submit to a physical examination or autopsy may delay, suspend or terminate Benefits.

G. COOPERATION

The Insured Person shall cooperate with Us in the investigation and handling of any claim, at our request shall give us a statement under oath and a signed statement of the answers, and shall immediately send Us copies of any request, demand or legal paper received regarding a claim. Failure to do so may delay, suspend or terminate Benefits.

H. ARBITRATION

If ~~You and~~ We and the Insured Person disagree whether ~~an~~ the Insured Person is entitled to Benefits under the Policy or do not agree as to the amount of Benefits, both parties may agree to an arbitration and to be bound by the results of that arbitration. If both parties so agree, then the parties will select an arbitrator. If they cannot agree within 30 days, either may request that a selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the arbitrator equally.

I. COMMUTATION OF LOSS

At Our option, at any time later than two years from the date of any Accident resulting in a claim under the Policy, We may request to be released from liability with respect to any such claim. If so agreed by the Insured Person, We will appoint a third party to investigate, determine and capitalize such claim. The payment by Us of the capitalized value of such claim will constitute a complete and final release of Us with respect to such claim.

SECTION V - GENERAL PROVISIONS

A. CERTIFICATES

When this Policy is issued in a state that requires certificates, We will deliver them to the Holder/~~Participating—Organization~~. The Holder/~~Participating—Organization~~ shall deliver them to each Insured Person. The certificates will describe the Benefits provided, to whom payable and the Policy limitations.

B. WORKERS' COMPENSATION

This Policy is not in place of and does not affect any requirements for coverage by Workers' Compensation insurance. No Benefits shall be payable under this Policy for any loss for which the Insured Person claims coverage under any Workers' Compensation, Employers' Liability, or similar law. We reserve the right to recover from the Insured Person any Benefits paid under this Policy which are subsequently claimed under any Workers' Compensation, Employers' Liability, or similar law.

C. ENTIRE CONTRACT CHANGES

The Policy and the Application attached to it, constitute the entire contract between the parties. Any statement made by the Holder/~~Participating—Organization~~ or by an Insured Person shall be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the Benefits under this Policy or be used in defense to a claim hereunder unless it is contained in a written instrument, a copy of which has been furnished the Holder/~~Participating—Organization~~ or the Insured Person. No such statement of the Holder/~~Participating—Organization~~ shall be used at all to void this Policy after it has been in force for two years from the date of its issue.

No one has the right to change any part of the Policy or to waive any of its provisions unless the change is approved in writing on the Policy by one of Our officers.

D. LEGAL ACTIONS

No action at law or in equity can be brought against Us until after [] following the date the written Application For Benefits was given. No action can be brought against Us after [] from the date the Application For Benefits is required.

E. CANCELLATION AND NONRENEWAL

This Policy may be cancelled by the Holder/~~Participating Organization~~ by mailing to Us written notice stating when cancellation will be effective. Consent of any Insured Persons to cancellation shall not be required. We may cancel this Policy by mailing to the Holder/~~Participating Organization~~ at the address shown in Our records written notice stating when, no less than [], such cancellation stated in the notice shall be effective. The mailing of notice will be sufficient proof of notice. The effective date of cancellation stated in the notice will become the end of the Policy period. Delivery of written notice either by the Holder/~~Participating Organization~~ or by Us will be equivalent to mailing.

If the Policy is cancelled, a premium adjustment may be made at the time cancellation becomes effective. Our check or the check of Our representative mailed or delivered will be sufficient tender of any refund of premium due the Holder/~~Participating Organization~~. Any refund due an Insured Person shall be made by the Holder/~~Participating Organization~~.

We may nonrenew this Policy by mailing to the Holder/~~Participating Organization~~ at the address shown in Our records written notice, no less than [] before the end of the Policy period, of Our intent not to renew the Policy. The mailing of notice will be sufficient proof of notice. Delivery of written notice by Us will be equivalent to mailing.

F. CONFORMITY WITH STATE STATUTES

If any provision of this Policy is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery, the provision is automatically amended to meet the requirements of the statute.

Attach this document to your Policy Number: []



[

]



(A Stock Company)

GROUP OCCUPATIONAL ACCIDENT COVERAGE

RIDER NUMBER []

[] []

[] []

[]
[]
[]
[]
[]
[]
[]

This rider becomes effective as of 12:01 a.m., Standard Time, beginning []. It ends when the ~~p~~Policy ends. Any coverage provided by this Rider is subject to all definitions, conditions, exclusions and provisions of the ~~p~~Policy.

Issued to [] by the OLD REPUBLIC LIFE INSURANCE COMPANY. This rider is valid only when signed by a duly authorized agent of the Company.

SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY

Secretary

President

Countersigned by _____

Duly Authorized Agent

Attach this document to your Policy Number: []



(A Stock Company)

TRUCKERS OCCUPATIONAL ACCIDENT COVERAGE

ENDORSEMENT NUMBER []

CUMULATIVE TRAUMA ENDORSEMENT

In return for the payment of the premium, and subject to all the terms of this endorsement, We agree with You to provide the coverage as stated in this endorsement.

Cumulative Trauma Coverage. Exclusion E. 4. of SECTION II of the Policy is waived for an Injury described in Section II of the Policy caused in whole or in part by, contributed to in whole or in part by, or resulting in whole or in part from, the Insured Person's Cumulative Trauma, subject to the following:

1. Any reference in the Policy to an Injury or Accident is deemed to include Cumulative Trauma if it results from an Injury sustained while Under Dispatch and performing the duties of the Covered Contract;
2. Any reference in the Policy to the date of an Injury or Accident is, with respect to Cumulative Trauma, deemed to be a reference to the date on which the Insured Person last performed the activities causing such condition;
3. All Cumulative Trauma suffered by any one Insured Person due to the same or related occupational activities is deemed to be a single Cumulative Trauma; and
4. The maximum benefit payable under the Policy with respect to all Insured Persons suffering Cumulative Trauma due to the same or related Occupational Accident or Injury will not exceed the maximum limits for any one Benefit shown in Item 5. [or the Combined Single Limit – Maximum Benefit shown in Item 6.] of the Schedule of Benefits, regardless of the number of Insured Persons or the number or type of losses. Termination of the insurance of the Insured Person will be without prejudice to any claim of such Insured Person originating before such termination.
5. There are no Non-Occupational Accident Benefits available for Cumulative Trauma.

This endorsement becomes effective as of 12:01 a.m., Standard Time, beginning []. It ends when the Policy ends. Except as otherwise specifically noted in this endorsement, any coverage provided by this endorsement is subject to all definitions, conditions, exclusions and provisions of the Policy.

Issued to [] by the OLD REPUBLIC LIFE INSURANCE COMPANY. This endorsement is valid only when signed by a duly authorized agent of the Company.
SIGNED FOR OLD REPUBLIC LIFE INSURANCE COMPANY

Secretary

President

Countersigned by _____

Duly Authorized Agent