

<i>SERFF Tracking Number:</i>	<i>ZURC-126845674</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Zurich American Insurance Company</i>	<i>State Tracking Number:</i>	<i>46975</i>
<i>Company Tracking Number:</i>	<i>CW AH 31300</i>		
<i>TOI:</i>	<i>H03G Group Health - Accidental Death & Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03G.000 Health - Accidental Death & Dismemberment</i>
<i>Product Name:</i>	<i>Occupational Accident Ins Policy - Amended Statement of Variables</i>		
<i>Project Name/Number:</i>	<i>/CWAH 31300</i>		

Filing at a Glance

Company: Zurich American Insurance Company

Product Name: Occupational Accident Ins SERFF Tr Num: ZURC-126845674 State: Arkansas

Policy - Amended Statement of Variables

TOI: H03G Group Health - Accidental Death & Dismemberment SERFF Status: Closed-Approved- Closed State Tr Num: 46975

Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment Co Tr Num: CW AH 31300 State Status: Approved-Closed

Filing Type: Form

Author: Karen Falbo

Reviewer(s): Rosalind Minor

Date Submitted: 10/05/2010

Disposition Date: 10/11/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 11/01/2010

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number: CW AH 31300

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Other

Filing Status Changed: 10/11/2010

Explanation for Other Group Market Type:

Motor Carriers or other Entities that hire transportation-related independent contractors

State Status Changed: 10/11/2010

Deemer Date:

Created By: Karen Falbo

Submitted By: Karen Falbo

Corresponding Filing Tracking Number:

Filing Description:

This is a revised Statement of Variables for our Group Occupational Accident Insurance product, which was previously filed with and approved by your Department, State Tracking Number: 43840.

For your convenience, we have included redlined and clean versions of the revised Statement of Variables.

<i>SERFF Tracking Number:</i>	<i>ZURC-126845674</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Zurich American Insurance Company</i>	<i>State Tracking Number:</i>	<i>46975</i>
<i>Company Tracking Number:</i>	<i>CW AH 31300</i>		
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<i>Product Name:</i>	<i>Occupational Accident Ins Policy - Amended Statement of Variables</i>		
<i>Project Name/Number:</i>	<i>/CWAH 31300</i>		

In order to meet the needs of our customers and remain in compliance with our filing, we have revised the statement of variables to:

- 1) clarify that the Policyholder has the option to exclude benefits for Non-Occupational Accidents/Injuries;
- 2) increase some of the benefit ranges;
- 3) decrease the Survivor's Benefit Monthly Benefit Percentage of Principal Sum range by half a point to align with the stated Survivor's Benefit Monthly Benefit Amount; and
- 4) add a sub-limit for Pre-Existing Conditions so the Policyholder has the option to include coverage for Pre-Existing Conditions up to a specified dollar amount.

As indicated in our original filing, the Group Occupational Accident Insurance product is designed to provide accidental death and dismemberment benefits to transportation-related independent contractors for losses resulting primarily from occupational injuries. Please note, however, the Group Occupational Accident Insurance product is not a substitute for Workers' Compensation coverage.

The Group Occupational Accident Insurance product will be marketed to groups in your state consisting of two (2) or more individuals and may be marketed through brokers, consultants, third party administrators and sales employees.

We request an effective date of November 1, 2010.

Company and Contact

Filing Contact Information

Karen Falbo, Product Analyst	karen.falbo@zurichna.com
1400 American Lane	847-605-7545 [Phone]
Schaumburg, IL 60196	847-605-7768 [FAX]

Filing Company Information

Zurich American Insurance Company	CoCode: 16535	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60102	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-4233459	

Filing Fees

SERFF Tracking Number: ZURC-126845674 State: Arkansas
Filing Company: Zurich American Insurance Company State Tracking Number: 46975
Company Tracking Number: CW AH 31300
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Occupational Accident Ins Policy - Amended Statement of Variables
Project Name/Number: /CWAH 31300

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zurich American Insurance Company	\$50.00	10/05/2010	40260590

SERFF Tracking Number: ZURC-126845674 State: Arkansas
Filing Company: Zurich American Insurance Company State Tracking Number: 46975
Company Tracking Number: CW AH 31300
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Occupational Accident Ins Policy - Amended Statement of Variables
Project Name/Number: /CWAH 31300

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/11/2010	10/11/2010

SERFF Tracking Number: ZURC-126845674 *State:* Arkansas
Filing Company: Zurich American Insurance Company *State Tracking Number:* 46975
Company Tracking Number: CW AH 31300
TOI: H03G Group Health - Accidental Death & *Sub-TOI:* H03G.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Occupational Accident Ins Policy - Amended Statement of Variables
Project Name/Number: /CWAH 31300

Disposition

Disposition Date: 10/11/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-126845674 State: Arkansas
 Filing Company: Zurich American Insurance Company State Tracking Number: 46975
 Company Tracking Number: CW AH 31300
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &
 Dismemberment Dismemberment
 Product Name: Occupational Accident Ins Policy - Amended Statement of Variables
 Project Name/Number: /CWAH 31300

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Approved-Closed	10/11/2010
Bypass Reason:	NA to this filing		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	10/11/2010
Bypass Reason:	NA to this filing		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Revised Statement of Variables	Approved-Closed	10/11/2010
Comments:			
Attachments:			
	U-OA-4000-B AR - Occ Acc SoV CLN 09-20-10.pdf		
	U-OA-4000-B AR - Occ Acc SoV RED 09-20-10.pdf		

Statement of Variables for Arkansas



ZURICH[®]

Zurich American Insurance Company
Schaumburg, Illinois

[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE POLICY
U-OA-400-A, et al

Each bracketed benefit or provision will be in or out (in if needed, otherwise omitted.) Each bracketed phrase will be in or out.

[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE POLICY – U-OA-400-A AR (08/09)

Face Page

[Truckers][Occupational] Accident Insurance Policy	[Truckers] will be in or out. [Occupational] will be in or out.
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Page 3

[1-888-889-5330]	This is variable in the event there is a change in the Company's telephone number.
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SECTION I – SCHEDULE

<p>Policy Effective Date: [01/01/09]</p> <p>[Policy Period: [01/01/09] to [01/01/10]]</p> <p>Policy Premium Due Date: [01/01/09]</p> <p>Policy Number: [XXXXXX-XX]</p> <p>Insured Person's Premium: [\$0.00]</p> <p>Policyholder: [Name of Trucking Company] [Address] [City, State, Zip]</p>	<p>Policy Effective Date will be inserted.</p> <p>This will be in or out. If in, the effective date and expiration date will be inserted.</p> <p>Policy Premium Due Date will be inserted.</p> <p>Policy number will be inserted.</p> <p>Insured Person's Premium will be inserted.</p> <p>Name of the Policyholder will be inserted. Policyholder's address will be inserted. Policyholder's City, State and Zip will be inserted.</p>												
<p>Benefits Summary</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Occupational Injuries</u></th> <th style="width: 20%; text-align: center;"><u>Non-Occupational Injuries</u></th> </tr> </thead> <tbody> <tr> <td>Accidental Death Benefit:</td> <td></td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Principal Sum*</td> <td style="text-align: center;">[\$50,000.00]</td> <td style="text-align: center;">[\$7,500.00]</td> </tr> <tr> <td style="padding-left: 20px;">Commencement Period</td> <td style="text-align: center;">[365 days]</td> <td style="text-align: center;">[365 days]</td> </tr> </tbody> </table>		<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>	Accidental Death Benefit:			Principal Sum*	[\$50,000.00]	[\$7,500.00]	Commencement Period	[365 days]	[365 days]	<p>The Policyholder has the option to exclude benefits for Non-Occupational Accidents/Injuries. If excluded, each bracketed Non-Occupational Accident/Injury benefit will indicate "N/A". If included, the corresponding Non-Occupational Accident/Injury benefit amount will be listed.</p> <p>[50,000] The range is \$5,000 - \$500,000 [7,500] The ranges is \$2,500 - \$500,000 [365] The range is 365 – 1,095 for both</p>
	<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>											
Accidental Death Benefit:													
Principal Sum*	[\$50,000.00]	[\$7,500.00]											
Commencement Period	[365 days]	[365 days]											

	Occupational Injuries	Non- Occupational Injuries	
Survivor's Benefit:			
Principal Sum*	[\$175,000.00]	[\$7,500.00]	[\$175,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Monthly Benefit Percentage of Principal Sum	[1.0%]	[1.0%]	[1.0%] The range is 0.5% - 10% for both
Monthly Benefit Amount	[\$1,750.00]	[\$1,750.00]	[\$1,750] The range is \$50 - \$50,000 [\$1,750] The range is \$25 - \$50,000
Accidental Dismemberment Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accidental Paralysis Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accident Medical Expense Benefit:			
Commencement Period	[90 days]	[90 days]	[90] The range is 90 – 365 for both
Deductible Amount	[\$0.00]	[\$0.00]	[\$0.00] The range is \$0 - \$5,000 for both
Maximum Benefit Amount	[\$1,000,000.00]	[\$5,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$5,000] The range is \$2,500 - \$1,000,000
Maximum Benefit Period	[104 weeks]	[52 weeks]	[104] The range is 52 – 260 [52] The range is 52 – 260
Dental Benefit Maximum	[\$2,500.00]	[\$1,000.00]	[\$2,500] The range is \$1,000 - \$1,000,000 [\$1,000] The range is \$1,000 - \$1,000,000
Lifetime Maximum Benefit Amount	[\$1,000,000.00]	[\$10,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$500,000
Physical, Occupational, or Work Hardening Therapies	To a maximum combined [36] visits	[N/A]	[36] The range is 0 – 100 [N/A] The range is either N/A or the same as for Occupational Injuries
Ambulance for Medically Necessary Services	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] The range is 1 – 5 for both [\$10,000] The range is \$1,000-\$25,000 for both
Acupuncture Care and Chiropractic Care	[\$1,000.00] per Injury	[N/A]	[\$1,000] The range is \$1,000 - \$25,000 [N/A] The range is either N/A or the same as for Occupational Injuries
[Hernia Coverage]	[\$10,000.00]	N/A	[Hernia Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$1,000,000
[Hemorrhoid Coverage]	[\$10,000.00]	N/A	[Hemorrhoid Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$1,000,000

	Occupational Injuries	Non-Occupational Injuries	
Mental and Nervous or Depressive Condition	1 visit per day to a maximum of [\$25.00] per visit and [20] visits per Accident	[N/A]	[\$25] The range is \$25 - \$100 [20] The range is 10 - 100 [N/A] The range is either N/A or the same as for Occupational Injuries
[Occupational Cumulative Trauma]	[\$20,000.00]	N/A	[Occupational Cumulative Trauma] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
[Occupational Disease]	[\$20,000.00]	N/A	[Occupational Disease] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
Temporary Total Disability Benefit:			
Commencement Period	[90 days]	[90 days]	[90 days] The range is 90 – 365 for both
Waiting Period	[7 days]	[7 days]	[7 days] The range is 0 – 30 for both
Benefit Percentage	[70.0%]	[70.0%]	[70.0%] The range is 60% - 80% for both
Minimum Weekly Benefit Amount	[\$125.00]	[\$125.00]	[\$125] The range is \$125 - \$500 [\$125] The range is \$50 - \$500
Maximum Weekly Benefit Amount	[\$500.00]	[\$500.00]	[\$500] The range is \$250 - \$1,000 [\$500] The range is \$50 - \$1,000
Maximum Benefit Period**	[104 weeks]	[12 weeks]	[104 weeks] The range is 52 – 260 [12 weeks] The range is 0 – 104
[Maximum Benefit Period for Hernia]	[90 days]	N/A	[90 days] The range is 30 – 730
[Maximum Benefit Period for Hemorrhoid]	[90 days]	N/A	[90 days] The range is 30 – 730
[Maximum Benefit Period for Occupational Cumulative Trauma]	[90 days]	N/A	[90 days] The range is 90 - 730
[Maximum Benefit Period for Occupational Disease]	[90 days]	N/A	[90 days] The range is 90 - 730
Continuous Total Disability Benefit: ***			
Waiting Period	[equals Maximum Benefit Period for Temporary Total Disability]	N/A	[equals Maximum Benefit Period for Temporary Total Disability] will be in or out.
Benefit Percentage	[70.0%]	N/A	[70.0%] The range is 60% - 80%
Minimum Weekly Benefit Amount	[\$50.00]	N/A	[\$50] The range is \$50 - \$250
Maximum Weekly	[\$500.00]	N/A	[\$500] The range is \$250 - \$1,000

Benefit Amount			
	Occupational Injuries	Non-Occupational Injuries	
Maximum Benefit Amount	[\$300,000.00]	N/A	[\$300,000] The range is \$200,000 - \$2,000,000
Maximum Benefit Period	Up to age 70, but not beyond full Social Security retirement age	N/A	
Additional Benefits:			
[Return of Remains Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Non-Medical Repatriation Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[After School Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Coma Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Critical Burn Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Day Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Felonious Assault Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Higher Education Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Hijacking Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Vehicle Modification Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Seat Belt Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Spouse Retraining Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
Limits of Liability:			
Combined Single Limit of Liability	[\$1,000,000.00]	[\$10,000.00]	[\$1,000,000] The range is \$500,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$1,000,000
Aggregate Limit of Liability	[\$2,000,000.00]	[\$15,000.00]	[\$2,000,000] The range is \$500,000-\$5,000,000 [\$15,000] The range is \$2,500 - \$1,000,000
Sub Limits of Liability:			
[Combined Single Limit of Liability for: [Pre-Existing	[\$10,000.00]	N/A	The Sub Limits of Liability will be in or out. If in, any of the following may be in or out: If in, it will be added to the Benefits Summary in

<p>Condition]</p> <p>[Hernia] [\$20,000.00] N/A</p> <p>[Hemorrhoid] [\$20,000.00] N/A</p> <p>[Occupational Disease] [\$50,000.00] N/A</p> <p>[Occupational Cumulative Trauma] [\$50,000.00] N/A</p>	<p>the Policy; and [\$10,000] The range is \$1,000 - \$1,000,000;</p> <p>[\$20,000] The range is \$1,000 - \$1,000,000</p> <p>[\$20,000] The range is \$1,000 - \$1,000,000</p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p>														
<p>* Starting at age [65], the Principal Sum shall be based on the following schedule:</p> <table border="1" data-bbox="186 661 876 1197"> <thead> <tr> <th><u>Age at Date of Loss</u></th> <th><u>Percent of Principal Sum</u></th> </tr> </thead> <tbody> <tr> <td>[65]</td> <td>[80%]</td> </tr> <tr> <td>[66]</td> <td>[60%]</td> </tr> <tr> <td>[67]</td> <td>[40%]</td> </tr> <tr> <td>[68]</td> <td>[20%]</td> </tr> <tr> <td>[69]</td> <td>[15%]</td> </tr> <tr> <td>[70 and over]</td> <td>[10%]</td> </tr> </tbody> </table>	<u>Age at Date of Loss</u>	<u>Percent of Principal Sum</u>	[65]	[80%]	[66]	[60%]	[67]	[40%]	[68]	[20%]	[69]	[15%]	[70 and over]	[10%]	<p>[65] The range is 65 - 75</p> <p>[65] The range is 65 – 75 [80%] The range is 80% - 100%</p> <p>[66] The range is 66 – 76 [60%] The range is 60% - 100%</p> <p>[67] The range is 67 – 77 [40%] The range is 40% - 100%</p> <p>[68] The range is 68 – 78 [20%] The range is 20% - 100%</p> <p>[69] The range is 69 – 79 [15%] The range is 15% - 100%</p> <p>[70 and over] The range is 80 and over [10%] The range is 10% - 100%</p>
<u>Age at Date of Loss</u>	<u>Percent of Principal Sum</u>														
[65]	[80%]														
[66]	[60%]														
[67]	[40%]														
[68]	[20%]														
[69]	[15%]														
[70 and over]	[10%]														
<p>** If an Insured Person suffers an Injury at or after age [70], the Maximum Benefit Period shall be [one (1) year].</p>	<p>[70] The range is 70 – 75 [one (1) year] The range is 1 - 3</p>														

SECTION II – GENERAL DEFINITIONS

<p>Actively at Work means under Dispatch for at least [30] hours each week.</p>	<p>[30] The range is 15 - 30</p>
<p>Contract Driver means an individual who:</p> <ol style="list-style-type: none"> [has a valid and current commercial driver's license on the effective date of enrollment;] [is authorized by an Owner/Operator to operate a power unit owned or leased by an Owner/Operator and must neither own nor lease the power unit;] [is compensated on a basis other than time expended in the performance of work;] [is responsible for determining the route and time for Assignment;] [has the principal duty to operate the power unit;] [is classified as an independent contractor by the Policyholder and the Owner/Operator who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose, 	<p>Any combination of 1. – 7. will be in or out.</p>

<p>[unless workers' compensation coverage is not mandatory for such person as an employee of either the Policyholder or Owner/Operator];] and</p> <p>7. [receives for federal income tax reporting purposes a 1099 and not a W-2].</p>	
<p>Dependent Child(ren) means the Insured Person's unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the date of the final decree of adoption, who are:</p> <ol style="list-style-type: none"> 1. under age 19 or under age 23 if he or she [:] [(a)] is enrolled in accredited institution of higher learning on a full-time basis, [and (b) relies on the Insured Person for more than 50% of his or her support and is taken as a dependent on the Federal Income Tax Return of the Insured Person]; or 2. incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured Person for support and maintenance as defined herein. 	<p>(a) will be in or out (b) will be in or out</p>
<p>Dispatch means the time during which an Insured Person is on Assignment or is performing tasks prior to or after an Assignment to prepare the contracted vehicle for a current or future Assignment. Dispatch must be authorized by the Policyholder and includes the following:</p> <ol style="list-style-type: none"> 1. in route to pick up a load; 2. picking up a load; 3. in route to delivering a load; 4. unloading a load; 5. the waiting time for a load; 6. returning from delivering a load; 7. in route to, returning from or performing a pre-trip inspection as required by a recognized governmental agency and/or the contracted motor carrier; 8. [while performing vehicle maintenance or repairs on the contracted vehicle during any of the foregoing times; and] 9. [while performing verifiable vehicle maintenance or repairs on the contracted vehicle; and] 10. performing activities to comply with federal or state laws or to satisfy contracted motor carrier requirements. 	<p>8. will be in or out. 9. will be in or out.</p>
<p>Owner/Operator means an individual who leases to or from the Policyholder and:</p> <ol style="list-style-type: none"> 1. [has a valid and current commercial driver's license on the effective date of enrollment;] 2. [owns or leases a power unit;] 3. [is responsible for the maintenance and operating costs of the power unit, including, but not limited to fuel, repairs and supplies;] 4. [is compensated on a basis other than time expended in the performance of work;] 5. [is responsible for determining the route and time for Assignment;] 6. [has the right to select or reject the load;] 7. [has a written contract or Assignment from the Policyholder and is classified as an independent contractor by the Policyholder and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;] and 8. [receives for federal income tax reporting purposes a 1099 not a W-2]. 	<p>Any combination of 1. – 8. will be in or out.</p>

<p>Policy means this [Truckers][Occupational] Accident Insurance Policy.</p>	<p>[Truckers] will be in or out. [Occupational] will be in or out.</p>
<p>Waiting Period means the consecutive number of days an Insured Person must be Temporarily Totally Disabled or Continuously Totally Disabled before benefits become payable under the Policy. Temporary Total Disability Benefits and Continuous Total Disability Benefits are[not] retroactive to the first day of disability. The Waiting Period is shown in the Schedule.</p>	<p>[not] will be in or out.</p>

SECTION III – EFFECTIVE DATES AND TERMINATION DATES

<p>Policy Effective and Termination Dates</p> <p>2. Policy Termination Date. This Policy will terminate at 12:01 A.M. Standard Time at the Policyholder's address on the earliest of:</p> <ol style="list-style-type: none"> the Policy Premium Due Date shown in the Schedule, subject to the Policy Grace Period set forth in Section IV of this Policy; the date specified in the written notice of the Company's intent to terminate this Policy, which will be at least [thirty (30)] days after the date the Company sends such notice to the Policyholder's last known recorded address; the date specified in the written notice of the Policyholder's intent to terminate this Policy, which will be at least [thirty (30)] days after the date the Policyholder sends such notice to the Company; or at the expiration of the Policy Period. 	<p>[thirty (30)] The range is 30 – 90</p> <p>[thirty (30)] The range is 30 - 90</p>
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SECTION IV - PREMIUMS

<p>PREMIUMS</p> <p>Premiums are payable to the Company in the amount shown in the Schedule. The Company may change the required premiums due by giving the Policyholder at least [sixty (60) days] advance written notice. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting premiums is made in this Policy.</p> <p>The Company may re-underwrite and may change the terms and conditions of this Policy including the premium rate on the date when the number of Insured Persons under this Policy exceeds or is less than the number of Insured Persons in the prior month by [fifteen percent (15%)] or more. The Policyholder shall provide the Company with written notice of such increase or decrease in the number of Insured Persons at least [thirty (30) days] prior to the effective date of such change.</p>	<p>[sixty (60) days] The range is 30 - 90</p> <p>[fifteen percent (15%)] The range is 15% - 100%</p> <p>[thirty (30) days] The range is 30 - 90</p>
<p>PLAN AND EXPOSURE CHANGES</p> <p>The Policyholder must notify the Company of any subsidiary or affiliated company that is to be covered under this Policy. Such notice must be sent within [thirty (30) days] of the acquisition of such subsidiary or affiliated company. If such notice is not provided, the newly acquired entity will not be considered a part of the Policyholder and the owner/operators or contract drivers will not be Insured Persons until the date that notice is provided. The Company has the right to decline coverage or adjust premium based on the changing exposure.</p>	<p>[thirty (30) days] The range is 30 - 90</p>

<p>INSURED PERSON'S GRACE PERIOD A grace period of [thirty-one (31) days] will be provided for the payment of any Insured Person's Premium due after the first premium. The Insured Person's coverage will not be terminated for non-payment of premium during this grace period if the Insured Person pays the premium due by the last day of this grace period. The Insured Person's coverage will terminate if the full amount of the premium due is not paid by the last day of this grace period.</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>
<p>POLICY GRACE PERIOD A grace period of [thirty-one (31)] days will be provided for the payment of any premium due after the first premium. This Policy will not be terminated for nonpayment of premium during this grace period if the Policyholder pays all premiums due by the last day of this grace period. This Policy will terminate on the premium due date if all premiums due are not paid by the last day of this grace period. No Policy Grace Period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>

SECTION V - BENEFITS

<p>ACCIDENTAL DISMEMBERMENT BENEFIT If Injury to the Insured Person results in any one of the Losses specified below within the Commencement Period, the Company will pay the Percentage of the Principal Sum shown below:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>For Loss of:</u></th> <th style="text-align: center;"><u>Percentage of the Principal Sum</u></th> </tr> </thead> <tbody> <tr><td>Both Hands or Both Feet</td><td style="text-align: center;">[100%]</td></tr> <tr><td>Sight of Both Eyes</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand and One Foot</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand and the Sight of One Eye</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Foot and the Sight of One Eye</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand or One Foot</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Sight of One Eye</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Thumb and Index Finger of Same Hand</td><td style="text-align: center;">[25%]</td></tr> <tr><td>Speech and Hearing</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Speech or Hearing</td><td style="text-align: center;">[25%]</td></tr> </tbody> </table>	<u>For Loss of:</u>	<u>Percentage of the Principal Sum</u>	Both Hands or Both Feet	[100%]	Sight of Both Eyes	[100%]	One Hand and One Foot	[100%]	One Hand and the Sight of One Eye	[100%]	One Foot and the Sight of One Eye	[100%]	One Hand or One Foot	[50%]	Sight of One Eye	[50%]	Thumb and Index Finger of Same Hand	[25%]	Speech and Hearing	[50%]	Speech or Hearing	[25%]	<p>[100%] The range is 50% - 100% [100%] The range is 50% - 100% [50%] The range is 50% - 100% [50%] The range is 50% - 100% [25%] The range is 25% - 100% [50%] The range is 25% - 100% [25%] The range is 25% - 100%</p>
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Speech or Hearing	[25%]																						
<p>PARALYSIS BENEFIT If Injury to the Insured Person results in any Type of Paralysis specified below within the Commencement Period, the Company will pay the Percentage of the Principal Sum shown below:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Type of Paralysis:</u></th> <th style="text-align: center;"><u>Percentage of the Principal Sum</u></th> </tr> </thead> <tbody> <tr><td>Quadriplegia</td><td style="text-align: center;">[100%]</td></tr> <tr><td>Paraplegia</td><td style="text-align: center;">[75%]</td></tr> <tr><td>Hemiplegia</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Uniplegia</td><td style="text-align: center;">[25%]</td></tr> </tbody> </table>	<u>Type of Paralysis:</u>	<u>Percentage of the Principal Sum</u>	Quadriplegia	[100%]	Paraplegia	[75%]	Hemiplegia	[50%]	Uniplegia	[25%]	<p>[100%] The range is 50% - 100% [75%] The range is 25% - 100% [50%] The range is 25% - 100% [25%] The range is 25% - 100%</p>												
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Hemiplegia	[50%]																						
Uniplegia	[25%]																						
<p>TEMPORARY TOTAL DISABILITY BENEFIT If Injury to the Insured Person results in Temporary Total Disability within the Commencement Period and the Insured Person is under age [70] on the day the Temporary Total Disability begins, the Company will pay the following amount, after the Waiting Period:</p> <p>For this benefit, the following definitions apply: Average Weekly Earnings means: 1. [for Owner/Operators:</p>	<p>This will be in or out. If in:</p>																						

<p>[Thirty-three percent (33%)] of the gross income the Insured Person received, less fuel surcharges, in the twelve (12) weeks prior to the Injury, divided by twelve (12). If the Insured Person worked less than twelve (12) weeks prior to the Injury, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. The Insured Person will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the Insured Person sustains Injury within seven (7) days of his or her contract date with the Policyholder, we will use [thirty-three percent (33%)] of the average gross income received by other Insured Persons who are contracted within the last three (3) months prior to the Injury. If the Insured Person and/or the Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then we will use [thirty-three percent (33%)] of the gross income the Insured Person received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation.]</p> <p>2. [for Contract Drivers: [Seventy-five percent (75%)] of the gross income the Insured Person received in the twelve (12) weeks prior to the Injury, divided by twelve (12). If the Insured Person worked less than twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. The Insured Person will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the Insured Person sustains Injury within seven (7) days of his or her contract date with the Policyholder, we will use [seventy-five percent (75%)] of the average gross income received by other Insured Persons who are contracted within the last three (3) months prior to the Injury. If the Insured Person and/or Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then we will use [seventy-five percent (75%)] of the gross income the Insured Person received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation provided he/she was not an Owner/Operator. If he/she was an Owner/Operator, then we will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit Amount. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p> <p>Temporary Total Disability or Temporarily Totally Disabled means disability that:</p> <ol style="list-style-type: none"> prevents an Insured Person from performing the Material and Substantial Duties of his or her occupation [as a commercial truck driver]; 	<p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>This will be in or out. If in: [Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p> <p>[as a commercial truck driver] will be in or out.</p>
<p>CONTINUOUS TOTAL DISABILITY BENEFIT If Injury to the Insured Person resulting in Temporary Total Disability subsequently results in Continuous Total Disability, the Company will pay the following, after the Waiting Period:</p> <ol style="list-style-type: none"> for each month of a Continuous Total Disability, the Continuous Total Disability Benefit is four and three-tenths (4.3) times the Weekly Benefit Amount for Temporary Total Disability; or 	

2. for less than a full **Benefit Week of Continuous Total Disability**, the Continuous Total Disability Benefit is one seventh (1/7) of the **Weekly Benefit Amount** for each day of **Continuous Total Disability**, but only if:
 - a. Temporary Total Disability Benefits ceased solely because the **Maximum Benefit Period** has been reached, but the **Insured Person** remains disabled;
 - b. the **Insured Person** is not within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration, on the day after the **Maximum Benefit Period for Temporary Total Disability** has been reached;
 - c. the **Insured Person** has been granted a Social Security disability award for his or her disability (if the **Insured Person** cannot meet the credit requirement for a Social Security disability award he or she cannot qualify for the Continuous Total Disability Benefit even if he or she would otherwise qualify);
 - d. the **Insured Person's** disability is reasonably expected to continue without interruption until he or she dies and is substantiated by objective medical evidence satisfactory to the **Company**;
 - e. the **Injury** resulting in a **Continuous Total Disability** occurred before the **Insured Person** is within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration; [and]
 - f. the **Injury** began within the **Commencement Period** [.] [; and]
 - g. [the **Temporary Total Disability** was not principally due to a **Mental and Nervous or Depressive Condition**.]

g. will be in or out

For this benefit, the following definitions apply:

Average Weekly Earnings will be calculated as follows:

1. [for **Owner/Operators**:
 [Thirty-three percent (33%)] of the gross income the **Insured Person** received, less fuel surcharges, in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than twelve (12) weeks prior to the **Injury**, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. The **Insured Person** will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the **Insured Person** sustains **Injury** within seven (7) days of his or her contract date with the **Policyholder**, we will use [thirty-three percent (33%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If the **Insured Person** and/or the **Policyholder** is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [thirty-three percent (33%)] of the gross income the **Insured Person** received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation.]
2. [for **Contract Drivers**:
 [Seventy-five percent (75%)] of the gross income the **Insured Person** received in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than twelve (12) weeks prior to the **Injury**, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. The **Insured Person** will have to produce proof of

This will be in or out. If in:

[Thirty-three percent (33%)] The range is 25% - 75%

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This will be in or out. If in:

[Seventy-five percent (75%)] The range is 25% - 75%

[Seventy-five percent (75%)] The range is 25% - 75%

<p>the number of weeks worked, if he or she worked less than twelve (12) weeks. If the Insured Person sustains Injury within seven (7) days of his or her contract date with the Policyholder, we will use [seventy-five percent (75%)] of the average gross income received by the other Insured Persons, who are contracted within the last three (3) months prior to the covered Injury. If the Insured Person and/or Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then we will use [seventy-five percent (75%)] of the gross income the Insured Person received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation provided he/she was not an Owner/Operator. If he/she was an Owner/Operator, then we will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p>	<p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p>
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<p>ACCIDENT MEDICAL EXPENSE BENEFIT</p> <p>Home Health Care means nursing care and treatment of an Insured Person in his or her home as part of a treatment plan prescribed by the attending Physician, which is provided by a Hospital or agency certified to provide such services, but only if it:</p> <ol style="list-style-type: none"> 1. begins within [seven (7)] days after discharge from a Hospital; and 2. follows a Hospital confinement of [five (5)] days or more. <p>Usual and Customary Charge(s) means an amount(s) that:</p> <ol style="list-style-type: none"> 1. does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a Hospital room and board charge other than for stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board [or the fee set by the workers' compensation insurance fee schedule, if applicable]; and 2. does not include charges that would not have been made if no insurance existed; and 3. does not exceed the cost of a generic drug, if available. The Company will only pay up to [seventy-five percent (75%)] of a non-generic drug if a generic drug is available]. <p>ACCIDENT MEDICAL EXPENSE BENEFIT EXCLUSIONS In addition to the General Exclusions and Limitations in Section VIII of this Policy, Medically Necessary Services or Charges do not include expenses for or resulting from any of the following:</p> <ol style="list-style-type: none"> 9. any expenses covered by [Medicare, Medicaid,] a Third Party [or any other insurance]; 13. an Extended Care Facility stay that does not follow a Hospital confinement of [five (5)] days or more; 	<p>[seven (7)] The range is 1 - 30</p> <p>[five (5)] The range is 1 – 30</p> <p>[seventy-five percent (75%)] The range is 25% - 100%</p> <p>[Medicare, Medicaid,] will be in or out [or any other insurance] will be in or out</p> <p>[five (5)] The range is 1 - 10</p>
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<p>SECTION VI - ADDITIONAL BENEFITS</p>	
<p>[RETURN OF REMAINS BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay for the transport of the body or remains (not including the cost of cremation), travel clearances and authorizations, standard shipping</p>	<p>This Additional Benefit will be in or out. If in:</p>

<p>container (not including urn or coffin) and transportation of the body or remains to the Insured Person's county of residence. We must be contacted prior to the transportation of the body or remains and we must pre-authorize the transportation for coverage to apply. The maximum amount payable under this benefit is [one thousand dollars (\$1,000).]</p>	<p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[NON-MEDICAL REPATRIATION BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accident Medical Expense Benefit and has sufficiently recovered to travel in a regularly scheduled economy class air flight, commercial bus or train and without special medical equipment or personnel with a minimal risk to his or her health, the Company will pay for the return to his or her principal residence. We must be contacted prior to the transport and we must agree to the travel itinerary for coverage to apply. This benefit is subject to the prior recommendation of the attending Physician. The maximum amount payable under this benefit is [one thousand dollars (\$1,000).]</p>	<p>This Additional Benefit will be in or out. If in: [one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[AFTER SCHOOL CARE BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit for after school care to the individual who incurs the expense on behalf of each Dependent Child who is [ten (10)] years old or less, up to a maximum of the lesser of:</p> <ol style="list-style-type: none"> [two percent (2%)] of the applicable Principal Sum paid under the Accidental Death Benefit per year; or [two thousand dollars (\$2,000)] per year. <p>The after school care provider may not be an Immediate Family Member and written proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, to establish continued eligibility for this benefit.</p> <p>This benefit will be paid each year for [four (4)] consecutive years if the Dependent Child is under age [ten (10)] at the time of each payment.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>This Additional Benefit will be in or out. If in: [ten (10)] The range is 3 - 16 [two percent (2%)] The range will be 1% - 3% [two thousand dollars (\$2,000)] The range will be \$1,500 - \$5,000 [four (4)] The range will be 1 - 8 [ten (10)] The range will be 3 - 16 This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$4,000 - \$12,000</p>
<p>[COMA BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss and within three hundred sixty-five (365) days of the Accident which caused such Injury, such Injury causes the Insured Person to be in a Coma for at least thirty-one (31) consecutive days, the Company will pay an additional benefit equal to [one percent (1%)] of the Principal Sum for such Injury, and such amount will be paid each month the Insured Person remains in a Coma following the initial thirty-one (31) day period. At the end of eleven (11) months of payment, if the Insured Person remains in a Coma, the Company will pay a lump sum benefit equal to the Principal Sum payable under the Accidental Death Benefit less the amount of the eleven (11) months of benefit already received.</p> <p>The Coma Benefit will end on the earliest of the following:</p> <ol style="list-style-type: none"> the date the Insured Person is no longer in the Coma; or the date the Insured Person has received a Coma Benefit for eleven (11) months. 	<p>This Additional Benefit will be in or out. If in: [one percent (1%)] The range is 1% - 5%</p>

<p>The Company may require receipt of written proof, at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>For this benefit, the following definition applies:</p> <p>Coma means a condition determined as such by the Company's duly licensed Physician.]</p>	
<p>[CRITICAL BURN BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss, the Company will pay an additional benefit equal to the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)], but only if the Insured Person:</p> <ol style="list-style-type: none"> 1. suffered second degree or higher burns over [twenty-five percent (25%)] of his or her body; and 2. has undergone reconstructive surgery to treat the burned areas of the body within three hundred sixty-five (365) days of the occurrence of the Accident that caused the Injury.] 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$30,000</p> <p>[twenty-five percent (25%)] The range is 10% - 50%</p>
<p>[DAY CARE BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit for day care expenses to the individual who incurs the expense for each Dependent Child if:</p> <ol style="list-style-type: none"> 1. on the date of the Accident, the Dependent Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within [ninety (90)] days from the date of loss; and 2. the Dependent Child is under age [thirteen (13)]. <p>The Day Care Benefit will be equal to the lesser of:</p> <ol style="list-style-type: none"> 1. the actual cost of the day care; 2. [three percent (3)%] of the Principal Sum; or 3. [three thousand dollars (\$3,000)]; <p>and will be paid annually for [four (4)] consecutive years if:</p> <ol style="list-style-type: none"> 1. the Dependent Child is under age [thirteen (13)] at the time of each annual payment; and 2. written proof acceptable to the Company is received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit. <p>For this benefit, the following definition applies:</p> <p>Accredited Child Care Facility means a properly licensed childcare facility that operates pursuant to state and local laws and has a Tax Identification Number issued by the Internal Revenue Service. Accredited Child Care Facility does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ninety (90)] The range is 30 - 180 [thirteen (13)] The range is 1 - 16</p> <p>[three percent (3)%] The range is 1% - 5% [three thousand dollars (\$3,000)] The range is \$1,000 - \$6,000 [four (4)] The range is 1 - 8 [thirteen (13)] The range is 1 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$1,000 - \$20,000</p>
<p>[FELONIOUS ASSAULT BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss</p>	<p>This Additional Benefit will be in or out. If in:</p>

<p>for an Occupational Injury payable under the Accidental Death Benefit, Accidental Dismemberment Benefit or Paralysis Benefit as a result of a Felonious Assault by someone other than himself or herself, an Insured Person or an Immediate Family Member or Household Member, the Company will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum, but only if:</p> <ol style="list-style-type: none"> 1. the Felonious Assault occurs while the Insured Person is under Dispatch; and 2. the crime directly involves the Policyholder's or the Insured Person's funds or assets. <p>For this benefit, the following definition applies:</p> <p>Felonious Assault means the crimes or attempted crimes of robbery, theft, hold-up or kidnapping.]</p>	<p>[ten percent (10%)] The range is 5% - 25%</p>
<p>[HIGHER EDUCATION BENEFIT</p> <p>If the Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay a benefit for higher education expenses to the individual who incurs the expense for each Dependent Child, but only if on the date of the Accident, the Dependent Child:</p> <ol style="list-style-type: none"> 1. is enrolled as a full-time student in an accredited college, university or trade school; or 2. is at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the Accident. <p>The Higher Education Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if the Dependent Child continues his or her education. Before this benefit is paid each year, proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit for all Dependent Child(ren) combined is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$10,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$10,000 - \$30,000</p>
<p>[HIJACKING BENEFIT</p> <p>The exclusion for war or any acts of war whether declared or undeclared as found in Section VIII General Exclusions and Limitations of this Policy is modified and an Injury directly resulting from a Hijacking or any attempt at any Hijacking is covered under this Policy.</p> <p>This benefit will continue beyond the actual Hijacking while the Insured Person is:</p> <ol style="list-style-type: none"> 1. subject to the control of the person(s) making the Hijacking; and 2. traveling directly to the Insured Person's home or original destination. <p>For this benefit, the following definition applies:</p> <p>Hijacking means the unlawful seizure or wrongful exercise of control of a power unit occupied by the Insured Person, while the Insured Person is getting into, riding in, or getting out of and while under Dispatch.]</p>	<p>This Additional Benefit will be in or out.</p>

<p>[VEHICLE MODIFICATION BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Dismemberment Benefit or Paralysis Benefit, the Company will pay an additional benefit equal to the actual cost for modifications to his or her motor vehicle that are necessary to make it accessible or drivable, but only if such Injury requires the Insured Person to use a wheelchair. Benefits are not payable unless:</p> <ol style="list-style-type: none"> 1. the modifications are made by a person(s) experienced in such modifications and are recommended by an organization recognized for providing support and assistance to wheelchair users; and 2. proof sufficient to the Company is received by the Company, establishing eligibility for this benefit. <p>The maximum amount payable under this benefit will be the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)].</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 3% - 10% [ten thousand dollars (\$10,000)] The range is \$3,000 - \$25,000</p>
<p>[SEAT BELT BENEFIT] If an Insured Person suffers an Injury directly resulting from an automobile Accident resulting in a Covered Loss payable under the Accidental Death Benefit or Survivor's Benefit, the Company will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum up to a maximum of [ten thousand dollars (\$10,000)], but only if the Insured Person was:</p> <ol style="list-style-type: none"> 1. operating or riding as a passenger in a motorized vehicle designed for use primarily on public roads; and 2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Accident. <p>The Insured Person's actual use of the seat belt or lap and shoulder restraints must be verified in the official law enforcement report of the Accident, through certification by the investigating officers; or by other reasonable proof, acceptable to the Company.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$25,000</p>
<p>[SPOUSE RETRAINING BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit to his or her Spouse for the actual cost of any state licensed professional or trade-training program in which the Spouse enrolls and completes, but only if the purpose of the program is to obtain an independent source of support and maintenance and the actual cost is incurred within [thirty (30)] months from the death of the Insured Person.</p> <p>The Spouse Retraining Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if the Spouse continues his or her training. Before this benefit is paid each year, proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[thirty (30)] The range is 1 - 180</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$20,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$2,500 - \$30,000</p>

SECTION VII - LIMITS OF LIABILITY

Limitation on Multiple Benefits. If an **Insured Person** can recover benefits under two or more of the Accidental Death Benefit, Accidental Dismemberment Benefit, [Coma Benefit] or the Accidental Paralysis Benefit as a result of the same **Accident**, the **Company** will pay only up to the highest applicable **Principal Sum**.

[Coma Benefit] will be in or out

SECTION VIII - GENERAL EXCLUSIONS AND LIMITATIONS

This **Policy** does not cover any losses contributed to or caused by, in whole or in part, by any of the following:

1. [suicide or any attempt at suicide; intentionally self-inflicted **Injury** or any attempt at intentionally self-inflicted **Injury** or any **Injury** resulting from a provoked attack;]
2. [sickness, disease or infections of any kind, except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning [or routine and temporary non chronic sickness or illness such as a cold, cough, headache or nausea];]
3. [a **Pre-existing Condition**, until the **Insured Person** has been continuously covered under this **Policy** for [twelve (12)] consecutive months;]
4. [**Occupational Cumulative Trauma** or **Cumulative Trauma and Repetitive Conditions**, unless shown in the **Schedule**;]
5. [**Occupational Disease**, unless shown in the **Schedule**;]
6. [performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshoremen and Harbor Workers' Act, or similar coverage;]
7. [declared or undeclared war, or any act of declared or undeclared war;]
8. [full-time active duty in the armed forces of any country or international authority;]
9. [any **Injury** for which the **Insured Person** is entitled to benefits pursuant to any workers' compensation law or other similar legislation;]
10. [any loss insured by employers' liability insurance;]
11. [the **Insured Person** being intoxicated:
 - a. the **Insured Person** is conclusively deemed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle when the **Injury** occurs; and
 - b. an autopsy report from a licensed medical examiner, law enforcement officer reports or similar items will be considered proof of the **Insured Person's** intoxication;]
12. [the **Insured Person** being under the influence of any illegal substance, drug, narcotic, or hallucinogen, unless such drug, narcotic, or hallucinogen was prescribed by a **Physician** and taken in accordance with the prescribed dosage;]
13. [the **Insured Person's** commission of or attempt to commit a felony or a Class A misdemeanor;]
14. [travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the **Insured Person** is:
 - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
 - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
 - c. riding as a passenger in an aircraft owned, leased or operated

Any combination of 1. – 16. may be in or out.

If in:
[twelve (12)] The range is 6 - 24

<p>by the Policyholder or the Insured Person;</p> <p>15. [skydiving, parasailing, hang-gliding, bungee-jumping [or any similar activity];] [or]</p> <p>16. [charges incurred for treatment of a covered Injury, when the Insured Person obtains compensation for the covered Injury from a Third Party].</p> <p>[INCARCERATION LIMITATION Benefits provided to an Insured Person will cease while the Insured Person is incarcerated in a penal facility. The benefit will resume, as if the benefits had been paid, subject to all Policy conditions, when the Insured Person is released from such facility.]</p>	<p>This will be in or out.</p>
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SECTION IX - CLAIM PROVISIONS

<p>NOTICE OF CLAIM Written notice of claim must be received by the Company within twenty (20) days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Zurich American Insurance Company Group Accident Claims Division, [P.O. Box 968041 Schaumburg, IL 60196] with information sufficient to identify the Insured Person, is deemed notice to the Company.</p>	<p>The Company's mailing address is variable in the event it changes.</p>
<p>SUNSET In no event shall benefits under this Policy be payable unless written Proof of Loss is received by the Company within [three (3) years] from the date of the Accident.</p>	<p>[three (3) years] The range is 3 - 10</p>
<p>[ARBITRATION] Any contest to a claim denial under this Policy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall occur at the offices of the American Arbitration Association nearest to the Insured Person or the person claiming to be the beneficiary. The arbitrator(s) shall not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured Person or the person claiming to be the beneficiary is a citizen of a state where the law does not allow binding arbitration in an insurance policy but only if this Policy is subject to its laws. In such a case, binding arbitration does not apply. [Non-binding arbitration is required and no legal action may be brought by the Insured Person, the beneficiary, or the Company until thirty (30) days after the arbitrator(s) issues a non-binding award.] This provision bars the institution of any individual or class action lawsuit brought by the Insured Person or the beneficiary.]</p>	<p>This provision will be in or out. If in:</p> <p>This will be in or out.</p>

SECTION X - GENERAL PROVISIONS

<p>POLICYHOLDER RECORDS The Policyholder will keep a record of the coverage, premium, beneficiary designation and other pertinent administrative information for each Insured Person which, if acceptable to the Company, shall be deemed to be a part of this Policy. The Company may examine these records at any reasonable time while the Policy is in force and for six (6) years after the termination of this Policy. The Policyholder will report to the Company within a reasonable time all changes in information regarding an Insured Person. [The Policyholder shall indemnify the Company for any benefits or other payments that are</p>	<p>This will be in or out.</p>
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<p>caused in whole or in part by the Policyholder's negligence or error in performing the administration described herein.]</p>	
<p>[MADE WHOLE DOCTRINE The Company has the right to recover any and all first monies paid (or payable) to or on behalf of the Insured Person and to any and all claims of or on behalf of the Insured Person, to the extent of benefits paid by this Policy, and regardless of whether or not the beneficiary has been made whole. Made whole shall include first dollar recovery with no offset for attorneys' fees.]</p>	<p>This provision will be in or out.</p>
<p>[OFFSET DEBT The Company will have, and may exercise at any time, the right to offset any balance or balances, whether on account of premiums or otherwise, due from the Policyholder to the Company against any balance or balances, whether on account of losses or otherwise, due from the Company to the Policyholder.]</p>	<p>This provision will be in or out.</p>
<p>[CLAIMS FOR WORKERS' COMPENSATION AND OTHER INSURANCE No benefits shall be payable under this Policy for any loss for which the Insured Person claims or files for any workers' compensation, employers' liability, occupational disease or similar law or any other insurance until such claim or filing is approved or denied. Upon approval or denial, the Company shall determine its liability under this Policy. The Company reserves the right to recover, from the Insured Person, any benefits paid under this Policy that are subsequently paid for under any workers' compensation, employers' liability, occupational disease or similar law or any other insurance.]</p>	<p>This provision will be in or out.</p>
<p>[Workers' Compensation Indemnification. If an Insured Person is determined by a court of law or the appropriate state regulatory authority to be covered under workers' compensation insurance for a Covered Loss, any benefits for which the Insured Person is eligible under this Policy, are payable to the person who was determined to be the Insured Person's employer or such person's designee or assignee.]</p>	<p>This provision will be in or out.</p>

SECTION XI – IMPORTANT NOTICE

<p>The Insured Person may call [XXX-XXX-XXXX] to present inquiries or to obtain information about coverage or if they need assistance in resolving any complaints. Or, the Insured Person may write to Zurich American Insurance Company at their administrative offices at [XXXXXX].</p> <p>Should the Insured Person wish to contact the Arkansas Insurance Department for assistance, they may do so by calling [1-800-282-9134]. Or, the Insured Person may send written correspondence to the Arkansas Insurance Department at [1200 West Third Street, Little Rock, AR 72201-1904].</p>	<p>The appropriate telephone number will be inserted.</p> <p>The appropriate mailing address will be inserted.</p> <p>This is variable in the event of a change.</p> <p>This is variable in the event of a change.</p>
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[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE CERTIFICATE – U-OA-402-A AR (08/09)

Face Page

<p>[Truckers][Occupational] Accident Insurance Policy</p> <p>[BENEFITS ARE REDUCED UPON ATTAINMENT OF SPECIFIED AGES.]</p>	<p>[Truckers] will be in or out. [Occupational] will be in or out.</p> <p>This will be in or out.</p>
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Page 3

<p>[1-888-889-5330]</p>	<p>This is variable in the event there is a change in the Company's telephone number.</p>
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SECTION I – SCHEDULE

<p>Policy Effective Date: [01/01/09]</p> <p>[Policy Period: [01/01/09] to [01/01/10]]</p> <p>[Policy] Premium Due Date: [01/01/09]</p> <p>Policy Number: [XXXXXX-XX]</p> <p>Your Premium: [\$0.00]</p> <p>Policyholder: [Name of Trucking Company] [Address] [City, State, Zip]</p>	<p>Policy Effective Date will be inserted.</p> <p>This will be in or out. If in, the effective date and expiration date will be inserted.</p> <p>[Policy] will be in or out. Premium Due Date will be inserted.</p> <p>Policy number will be inserted.</p> <p>Premium will be inserted.</p> <p>Name of the Policyholder will be inserted. Policyholder's address will be inserted. Policyholder's City, State and Zip will be inserted.</p>
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<p>Benefits Summary</p>			<p>The Policyholder has the option to exclude benefits for Non-Occupational Accidents/Injuries. If excluded, each bracketed Non-Occupational Accident/Injury benefit will indicate "N/A". If included, the corresponding Non-Occupational Accident/Injury benefit amount will be listed.</p>
	<p>Occupational Injuries</p> <hr/>	<p>Non-Occupational Injuries</p> <hr/>	
<p>Accidental Death Benefit: Principal Sum*</p>	<p>[\$50,000.00]</p>	<p>[\$7,500.00]</p>	
<p>Commencement Period</p>	<p>[365 days]</p>	<p>[365 days]</p>	
<p>Survivor's Benefit: Principal Sum*</p>	<p>[\$175,000.00]</p>	<p>[\$7,500.00]</p>	
<p>Monthly Benefit Percentage of Principal Sum</p>	<p>[1.0%]</p>	<p>[1.0%]</p>	
<p>Monthly Benefit Amount</p>	<p>[\$1,750.00]</p>	<p>[\$1,750.00]</p>	
			<p>[\$50,000] The range is \$5,000 - \$500,000 [\$7,500] The ranges is \$2,500 - \$500,000 [365] The range is 365 – 1,095 for both</p> <p>[\$175,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000 [1.0%] The range is 0.5% - 10% for both</p> <p>[\$1,750] The range is \$50 - \$50,000 [\$1,750] The range is \$25 - \$50,000</p>

	Occupational Injuries	Non-Occupational Injuries	
Accidental Dismemberment Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accidental Paralysis Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accident Medical Expense Benefit:			
Commencement Period	[90 days]	[90 days]	[90] The range is 90 – 365 for both
Deductible Amount	[\$0.00]	[\$0.00]	[\$0.00] The range is \$0 - \$5,000 for both
Maximum Benefit Amount	[\$1,000,000.00]	[\$5,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$5,000] The range is \$2,500 - \$1,000,000
Maximum Benefit Period	[104 weeks]	[52 weeks]	[104] The range is 52 – 260 [52] The range is 52 – 260
Dental Benefit Maximum	[\$2,500.00]	[\$1,000.00]	[\$2,500] The range is \$1,000 - \$1,000,000 [\$1,000] The range is \$1,000 - \$1,000,000
Lifetime Maximum Benefit Amount	[\$1,000,000.00]	[\$10,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$500,000
Physical, Occupational, or Work Hardening Therapies	To a maximum combined [36] visits	[N/A]	[36] The range is 0 – 100 [N/A] The range is either N/A or the same as for Occupational Injuries
Ambulance for Medically Necessary Services	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] The range is 1 – 5 for both [\$10,000] The range is \$1,000-\$25,000 for both
Acupuncture Care and Chiropractic Care	[\$1,000.00] per Injury	[N/A]	[\$1,000] The range is \$1,000 - \$25,000 [N/A] The range is either N/A or the same as for Occupational Injuries
[Hernia Coverage]	[\$10,000.00]	N/A	[Hernia Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$1,000,000
[Hemorrhoid Coverage]	[\$10,000.00]	N/A	[Hemorrhoid Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$1,000,000
Mental and Nervous or Depressive Condition	1 visit per day to a maximum of [\$25.00] per visit and [20] visits per Accident	[N/A]	[\$25] The range is \$25 - \$100 [20] The range is 10 - 100 [N/A] The range is either N/A or the same as for Occupational Injuries
[Occupational Cumulative Trauma]	[\$20,000.00]	N/A	[Occupational Cumulative Trauma] will be in or out. If in:

	Occupational Injuries	Non-Occupational Injuries	
[Occupational Disease]	[\$20,000.00]	N/A	[\$20,000] The range is \$10,000 - \$1,000,000
Temporary Total Disability Benefit:			
Commencement Period	[90 days]	[90 days]	[90 days] The range is 90 – 365 for both
Waiting Period	[7 days]	[7 days]	[7 days] The range is 0 – 30 for both
Benefit Percentage	[70.0%]	[70.0%]	[70.0%] The range is 60% - 80% for both
Minimum Weekly Benefit Amount	[\$125.00]	[\$125.00]	[\$125] The range is \$125 - \$500 [\$125] The range is \$50 - \$500
Maximum Weekly Benefit Amount	[\$500.00]	[\$500.00]	[\$500] The range is \$250 - \$1,000 [\$500] The range is \$50 - \$1,000
Maximum Benefit Period**	[104 weeks]	[12 weeks]	[104 weeks] The range is 52 – 260 [12 weeks] The range is 0 – 104
[Maximum Benefit Period for Hernia]	[90 days]	N/A	[90 days] The range is 30 – 730
[Maximum Benefit Period for Hemorrhoid]	[90 days]	N/A	[90 days] The range is 30 – 730
[Maximum Benefit Period for Occupational Cumulative Trauma]	[90 days]	N/A	[90 days] The range is 90 - 730
[Maximum Benefit Period for Occupational Disease]	[90 days]	N/A	[90 days] The range is 90 - 730
Continuous Total Disability Benefit: ***			
Waiting Period	[equals Maximum Benefit Period for Temporary Total Disability]	N/A	[equals Maximum Benefit Period for Temporary Total Disability] will be in or out.
Benefit Percentage	[70.0%]	N/A	[70.0%] The range is 60% - 80%
Minimum Weekly Benefit Amount	[\$50.00]	N/A	[\$50] The range is \$50 - \$250
Maximum Weekly Benefit Amount	[\$500.00]	N/A	[\$500] The range is \$250 - \$1,000
Maximum Benefit Amount	[\$300,000.00]	N/A	[\$300,000] The range is \$200,000 - \$2,000,000
Maximum Benefit Period	Up to age 70, but not beyond full Social Security retirement age	N/A	

	Occupational Injuries	Non- Occupational Injuries	
Additional Benefits:			
[Return of Remains Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Non-Medical Repatriation Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[After School Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Coma Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Critical Burn Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Day Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Felonious Assault Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Higher Education Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Hijacking Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Vehicle Modification Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Seat Belt Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Spouse Retraining Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
Limits of Liability:			
Combined Single Limit of Liability	[\$1,000,000.00]	[\$10,000.00]	[\$1,000,000] The range is \$500,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$1,000,000
Aggregate Limit of Liability	[\$2,000,000.00]	[\$15,000.00]	[\$2,000,000] The range is \$500,000-\$5,000,000 [\$15,000] The range is \$2,500 - \$1,000,000
Sub Limits of Liability:			
Combined Single Limit of Liability for:			The Sub Limits of Liability will be in or out. If in, any of the following may be in or out:
[Pre-Existing Condition]	[\$10,000.00]	N/A	If in, it will be added to the Benefits Summary in the Policy; and [\$10,000] The range is \$1,000 - \$1,000,000;
[Hernia]	[\$20,000.00]	N/A	[\$20,000] The range is \$1,000 - \$1,000,000
[Hemorrhoid]	[\$20,000.00]	N/A	[\$20,000] The range is \$1,000 - \$1,000,000
[Occupational	[\$50,000.00]	N/A	[\$50,000] The range is \$10,000 - \$1,000,000

<p>Disease]</p> <p>[Occupational Cumulative Trauma]</p> <p>[\$50,000.00] N/A</p>	<p>[\$50,000] The range is \$10,000 - \$1,000,000</p>														
<p>* Starting at age [65], the Principal Sum shall be based on the following schedule:</p> <table border="1" data-bbox="186 420 876 945"> <thead> <tr> <th data-bbox="186 420 552 451">Age at Date of Loss</th> <th data-bbox="552 420 876 451">Percent of Principal Sum</th> </tr> </thead> <tbody> <tr> <td data-bbox="186 451 552 493">[65]</td> <td data-bbox="552 451 876 493">[80%]</td> </tr> <tr> <td data-bbox="186 535 552 577">[66]</td> <td data-bbox="552 535 876 577">[60%]</td> </tr> <tr> <td data-bbox="186 619 552 661">[67]</td> <td data-bbox="552 619 876 661">[40%]</td> </tr> <tr> <td data-bbox="186 703 552 745">[68]</td> <td data-bbox="552 703 876 745">[20%]</td> </tr> <tr> <td data-bbox="186 787 552 829">[69]</td> <td data-bbox="552 787 876 829">[15%]</td> </tr> <tr> <td data-bbox="186 871 552 913">[70 and over]</td> <td data-bbox="552 871 876 913">[10%]</td> </tr> </tbody> </table>	Age at Date of Loss	Percent of Principal Sum	[65]	[80%]	[66]	[60%]	[67]	[40%]	[68]	[20%]	[69]	[15%]	[70 and over]	[10%]	<p>[65] The range is 65 - 75</p> <p>[65] The range is 65 – 75 [80%] The range is 80% - 100%</p> <p>[66] The range is 66 – 76 [60%] The range is 60% - 100%</p> <p>[67] The range is 67 – 77 [40%] The range is 40% - 100%</p> <p>[68] The range is 68 – 78 [20%] The range is 20% - 100%</p> <p>[69] The range is 69 – 79 [15%] The range is 15% - 100%</p> <p>[70 and over] The range is 80 and over [10%] The range is 10% - 100%</p>
Age at Date of Loss	Percent of Principal Sum														
[65]	[80%]														
[66]	[60%]														
[67]	[40%]														
[68]	[20%]														
[69]	[15%]														
[70 and over]	[10%]														
<p>** If You suffer an Injury at or after age [70], the Maximum Benefit Period shall be [one (1) year].</p>	<p>[70] The range is 70 – 75 [one (1) year] The range is 1 - 3</p>														

SECTION II – GENERAL DEFINITIONS

<p>Actively at Work means under Dispatch for at least [30] hours each week.</p>	<p>[30] The range is 15 - 30</p>
<p>Contract Driver means an individual who:</p> <ol style="list-style-type: none"> 8. [has a valid and current commercial driver's license on the effective date of enrollment;] 9. [is authorized by an Owner/Operator to operate a power unit owned or leased by an Owner/Operator and must neither own nor lease the power unit;] 10. [is compensated on a basis other than time expended in the performance of work;] 11. [is responsible for determining the route and time for Assignment;] 12. [has the principal duty to operate the power unit;] 13. [is classified as an independent contractor by the Policyholder and the Owner/Operator who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose, [unless workers' compensation coverage is not mandatory for such person as an employee of either the Policyholder or Owner/Operator;] and 14. [receives for federal income tax reporting purposes a 1099 and not a W-2]. 	<p>Any combination of 1. – 7. will be in or out.</p>
<p>Dependent Child(ren) means Your unmarried children, including natural children from the moment of birth, step or foster children, or</p>	

<p>adopted children from the date of the final decree of adoption, who are:</p> <ol style="list-style-type: none"> 1. under age 19 or under age 23 if he or she [:] [(a)] is enrolled in accredited institution of higher learning on a full-time basis, [and (b) relies on You for more than 50% of his or her support and is taken as a dependent on Your Federal Income Tax Return]; or 2. incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on You for support and maintenance as defined herein 	<p>(a) will be in or out (b) will be in or out</p>
<p>Dispatch means the time during which You are on Assignment or You are performing tasks prior to or after an Assignment to prepare the contracted vehicle for a current or future Assignment. Dispatch must be authorized by the Policyholder and includes the following:</p> <ol style="list-style-type: none"> 1. in route to pick up a load; 2. picking up a load; 3. in route to delivering a load; 4. unloading a load; 5. the waiting time for a load; 6. returning from delivering a load; 7. in route to, returning from or performing a pre-trip inspection as required by a recognized governmental agency and/or the contracted motor carrier; 8. [while performing vehicle maintenance or repairs on the contracted vehicle during any of the foregoing times; and] 9. [while performing verifiable vehicle maintenance or repairs on the contracted vehicle; and] 10. performing activities to comply with federal or state laws or to satisfy contracted motor carrier requirements. 	<p>8. will be in or out. 9. will be in or out.</p>
<p>Owner/Operator means an individual who leases to or from the Policyholder and:</p> <ol style="list-style-type: none"> 1. [has a valid and current commercial driver's license on the effective date of enrollment;] 2. [owns or leases a power unit;] 3. [is responsible for the maintenance and operating costs of the power unit, including, but not limited to fuel, repairs and supplies;] 4. [is compensated on a basis other than time expended in the performance of work;] 5. [is responsible for determining the route and time for Assignment;] 6. [has the right to select or reject the load;] 7. [has a written contract or Assignment from the Policyholder and is classified as an independent contractor by the Policyholder and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;] and 8. [receives for federal income tax reporting purposes a 1099 not a W-2]. 	<p>Any combination of 1. – 8. will be in or out.</p>
<p>Policy means the [Truckers][Occupational] Accident Insurance Policy issued to the Policyholder.</p>	<p>[Truckers] will be in or out. [Occupational] will be in or out.</p>
<p>Waiting Period means the consecutive number of days You must be Temporarily Totally Disabled or Continuously Totally Disabled before benefits become payable under the Policy. Temporary Total Disability Benefits and Continuous Total Disability Benefits are[not] retroactive to the first day of disability. The Waiting Period is shown in the Schedule.</p>	<p>[not] will be in or out.</p>

SECTION III – EFFECTIVE DATES AND TERMINATION DATES

<p>Policy Effective and Termination Dates</p> <p>2. Policy Termination Date. The Policy will terminate at 12:01 A.M. Standard Time at the Policyholder's address on the earliest of:</p> <ul style="list-style-type: none"> a. the Policy Premium Due Date shown in the Schedule, subject to the Policy Grace Period set forth in Section IV of the Policy; b. the date specified in the written notice of Our intent to terminate the Policy, which will be at least [thirty (30)] days after the date We send such notice to the Policyholder's last known recorded address; c. the date specified in the written notice of the Policyholder's intent to terminate the Policy, which will be at least [thirty (30)]days after the date the Policyholder sends such notice to Us; or d. at the expiration of the Policy Period. 	<p>[thirty (30)] The range is 30 – 90</p> <p>[thirty (30)] The range is 30 - 90</p>
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SECTION IV - PREMIUMS

<p>PREMIUMS</p> <p>Premiums are payable to Us in the amount shown in the Schedule. We may change the required premiums due by giving the Policyholder at least [sixty (60) days] advance written notice. We may change the required premiums as a condition of any renewal of the Policy. We may also change the required premiums at any time when any change affecting premiums is made in the Policy.</p> <p>We may re-underwrite and may change the terms and conditions of the Policy including the premium rate on the date when the number of Insured Persons under the Policy exceeds or is less than the number of Insured Persons in the prior month by [fifteen percent (15%)] or more. The Policyholder shall provide Us with written notice of such increase or decrease in the number of Insured Persons at least [thirty (30) days] prior to the effective date of such change.</p>	<p>[sixty (60) days] The range is 30 - 90</p> <p>[fifteen percent (15%)] The range is 15% - 100%</p> <p>[thirty (30) days] The range is 30 - 90</p>
<p>PLAN AND EXPOSURE CHANGES</p> <p>The Policyholder must notify Us of any subsidiary or affiliated company that is to be covered under the Policy. Such notice must be sent within [thirty (30) days] of the acquisition of such subsidiary or affiliated company. If such notice is not provided, the newly acquired entity will not be considered a part of the Policyholder and the owner/operators or contract drivers will not be Insured Persons until the date that notice is provided. We have the right to decline coverage or adjust premium based on the changing exposure.</p>	<p>[thirty (30) days] The range is 30 - 90</p>
<p>YOUR GRACE PERIOD</p> <p>A grace period of [thirty-one (31) days] will be provided for the payment of Your Premium due after the first premium. Your coverage will not be terminated for non-payment of premium during this grace period if You pay the premium due by the last day of this grace period. Your coverage will terminate if the full amount of the premium due is not paid by the last day of this grace period.</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>
<p>POLICY GRACE PERIOD</p> <p>A grace period of [thirty-one (31)] days will be provided for the payment of any premium due after the first premium. The Policy will not be terminated for nonpayment of premium during this grace period if the Policyholder pays all premiums due by the last day of this grace period. The Policy will terminate on the premium due date if all premiums due are not paid by the last day of this grace period. No Policy Grace Period will be provided if We receive notice to terminate</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>

the **Policy** prior to a premium due date.

SECTION V - BENEFITS

ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to **You** results in any one of the **Losses** specified below within the **Commencement Period**, **We** will pay the Percentage of the **Principal Sum** shown below:

<u>For Loss of:</u>	<u>Percentage of the Principal Sum</u>	
Both Hands or Both Feet	[100%]	[100%] The range is 50% - 100%
Sight of Both Eyes	[100%]	[100%] The range is 50% - 100%
One Hand and One Foot	[100%]	[100%] The range is 50% - 100%
One Hand and the Sight of One Eye	[100%]	[100%] The range is 50% - 100%
One Foot and the Sight of One Eye	[100%]	[100%] The range is 50% - 100%
One Hand or One Foot	[50%]	[50%] The range is 50% - 100%
Sight of One Eye	[50%]	[50%] The range is 50% - 100%
Thumb and Index Finger of Same Hand	[25%]	[25%] The range is 25% - 100%
Speech and Hearing	[50%]	[50%] The range is 25% - 100%
Speech or Hearing	[25%]	[25%] The range is 25% - 100%

PARALYSIS BENEFIT

If **Injury** to **You** results in any Type of Paralysis specified below within the **Commencement Period**, **We** will pay the Percentage of the **Principal Sum** shown below:

<u>Type of Paralysis:</u>	<u>Percentage of the Principal Sum</u>	
Quadriplegia	[100%]	[100%] The range is 50% - 100%
Paraplegia	[75%]	[75%] The range is 25% - 100%
Hemiplegia	[50%]	[50%] The range is 25% - 100%
Uniplegia	[25%]	[25%] The range is 25% - 100%

TEMPORARY TOTAL DISABILITY BENEFIT

If **Injury** to **You** results in **Temporary Total Disability** within the **Commencement Period** and **You** are under age [70] on the day the **Temporary Total Disability** begins, **We** will pay the following amount, after the **Waiting Period**:

For this benefit, the following definitions apply:

Average Weekly Earnings means:

1. [for **Owner/Operators**:

[Thirty-three percent (33%)] of the gross income **You** received, less fuel surcharges, in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If **You** worked less than twelve (12) weeks prior to the **Injury**, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. **You** will have to produce proof of the number of weeks worked, if **You** worked less than twelve (12) weeks. If **You** sustains an **Injury** within seven (7) days of **Your** contract date with the **Policyholder**, **We** will use [thirty-three percent (33%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If **You** and/or the **Policyholder** are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [thirty-three percent (33%)] of the gross income **You** received in the prior year as shown on **Your** federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of **Your** prior occupation.]

2. [for **Contract Drivers**:

This will be in or out. If in:

[Thirty-three percent (33%)] The range is 25% - 75%

[Thirty-three percent (33%)] The range is 25% - 75%

[Thirty-three percent (33%)] The range is 25% - 75%

[Thirty-three percent (33%)] The range is 25% - 75%

This will be in or out. If in:

<p>[Seventy-five percent (75%)] of the gross income You received in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [seventy-five percent (75%)] of the average gross income received by other Insured Persons who were contracted within the last three (3) months prior to the Injury. If You and/or the Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [seventy-five percent (75%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation provided You were not an Owner/Operator. If You were an Owner/Operator, then We will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit Amount. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p> <p>Temporary Total Disability or Temporarily Totally Disabled means disability that:</p> <ol style="list-style-type: none"> 2. prevents You from performing the Material and Substantial Duties of Your occupation [as a commercial truck driver]; 	<p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p> <p>[as a commercial truck driver] will be in or out.</p>
<p>CONTINUOUS TOTAL DISABILITY BENEFIT</p> <p>If Injury to You resulting in Temporary Total Disability subsequently results in Continuous Total Disability, We will pay the following, after the Waiting Period:</p> <ol style="list-style-type: none"> 1. for each month of a Continuous Total Disability, the Continuous Total Disability Benefit is four and three-tenths (4.3) times the Weekly Benefit Amount for Temporary Total Disability; or 2. for less than a full Benefit Week of Continuous Total Disability, the Continuous Total Disability Benefit is one seventh (1/7) of the Weekly Benefit Amount for each day of Continuous Total Disability, but only if: <ol style="list-style-type: none"> a. Temporary Total Disability Benefits ceased solely because the Maximum Benefit Period has been reached, but the Insured Person remains disabled; b. the Insured Person is not within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration, on the day after the Maximum Benefit Period for Temporary Total Disability has been reached; c. the Insured Person has been granted a Social Security disability award for his or her disability (if the Insured Person cannot meet the credit requirement for a Social Security disability award he or she cannot qualify for the Continuous Total Disability Benefit even if he or she would otherwise qualify); d. the Insured Person's disability is reasonably expected to continue without interruption until he or she dies and is substantiated by objective medical evidence satisfactory to the Company; e. the Injury resulting in a Continuous Total Disability occurred 	

<p>before the Insured Person is within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration; [and]</p> <p>f. the Injury began within the Commencement Period [.] [; and]</p> <p>g. [the Temporary Total Disability was not principally due to a Mental and Nervous or Depressive Condition.]</p> <p>For this benefit, the following definitions apply: Average Weekly Earnings will be calculated as follows:</p> <p>1. [for Owner/Operators: [Thirty-three percent (33%)] of the gross income You received, less fuel surcharges, in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [thirty-three percent (33%)] of the average gross income received by other Insured Persons who were contracted within the last three (3) months prior to the Injury. If You and/or the Policyholder are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [thirty-three percent (33%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation.]</p> <p>2. [for Contract Drivers: [Seventy-five percent (75%)] of the gross income You received in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [seventy-five percent (75%)] of the average gross income received by the other Insured Persons, who were contracted within the last three (3) months prior to the covered Injury. If You and/or the Policyholder are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [seventy-five percent (75%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation provided You were not an Owner/Operator. If You were an Owner/Operator, then We will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p>	<p>g. will be in or out</p> <p>This will be in or out. If in: [Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>This will be in or out. If in: [Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p>
<p>ACCIDENT MEDICAL EXPENSE BENEFIT</p> <p>Home Health Care means nursing care and treatment of You in Your home as part of a treatment plan prescribed by the attending Physician, which is provided by a Hospital or agency certified to provide such services, but only if it:</p>	

<p>1. begins within [seven (7)] days after discharge from a Hospital; and</p> <p>2. follows a Hospital confinement of [five (5)] days or more.</p> <p>Usual and Customary Charge(s) means an amount(s) that:</p> <p>1. does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a Hospital room and board charge other than for stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board [or the fee set by the workers' compensation insurance fee schedule, if applicable]; and</p> <p>2. does not include charges that would not have been made if no insurance existed; and</p> <p>3. does not exceed the cost of a generic drug, if available. We will only pay up to [seventy-five percent (75%)] of a non-generic drug if a generic drug is available].</p> <p>ACCIDENT MEDICAL EXPENSE BENEFIT EXCLUSIONS In addition to the General Exclusions and Limitations in Section VIII of the Policy, Medically Necessary Services or Charges do not include expenses for or resulting from any of the following:</p> <p>9. any expenses covered by [Medicare, Medicaid,] a Third Party [or any other insurance];</p> <p>13. an Extended Care Facility stay that does not follow a Hospital confinement of [five (5)] days or more;</p>	<p>[seven (7)] The range is 1 - 30</p> <p>[five (5)] The range is 1 – 30</p> <p>[seventy-five percent (75%)] The range is 25% - 100%</p> <p>[Medicare, Medicaid,] will be in or out [or any other insurance] will be in or out</p> <p>[five (5)] The range is 1 - 10</p>
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SECTION VI - ADDITIONAL BENEFITS

<p>[RETURN OF REMAINS BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay for the transport of Your body or remains (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of Your body or remains to Your county of residence. We must be contacted prior to the transportation of Your body or remains and We must pre-authorize the transportation for coverage to apply. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[NON-MEDICAL REPATRIATION BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accident Medical Expense Benefit and have sufficiently recovered to travel in a regularly scheduled economy class air flight, commercial bus or train and without special medical equipment or personnel with a minimal risk to Your health, We will pay for the return to Your principal residence. We must be contacted prior to the transport and We must agree to the travel itinerary for coverage to apply. This benefit is subject to the prior recommendation of the attending Physician. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[AFTER SCHOOL CARE BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit for after school care to the individual who incurs the expense on behalf of each Dependent Child who is [ten (10)] years old or less, up to a maximum of the lesser of:</p> <p>1. [two percent (2%)] of the applicable Principal Sum paid under the Accidental Death Benefit per year; or</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten (10)] The range is 3 - 16</p> <p>[two percent (2%)] The range will be 1% - 3% [two thousand dollars (\$2,000)] The range will</p>

<p>2. [two thousand dollars (\$2,000)] per year.</p> <p>The after school care provider may not be an Immediate Family Member and written proof acceptable to Us must be received by Us at such intervals as We may reasonably require, to establish continued eligibility for this benefit.</p> <p>This benefit will be paid each year for [four (4)] consecutive years if the Dependent Child is under age [ten (10)] at the time of each payment.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>be \$1,500 - \$5,000</p> <p>[four (4)] The range will be 1 - 8 [ten (10)] The range will be 3 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$4,000 - \$12,000</p>
<p>[COMA BENEFIT] If You suffer an Injury resulting in a Covered Loss and within three hundred sixty five (365) days of the Accident which caused such Injury, such Injury causes You to be in a Coma for at least thirty-one (31) consecutive days, We will pay an additional benefit equal to [one percent (1%)] of the Principal Sum for such Injury, and such amount will be paid each month You remain in a Coma following the initial thirty-one (31) day period. At the end of eleven (11) months of payment, if You remain in a Coma, We will pay a lump sum benefit equal to the Principal Sum payable under the Accidental Death Benefit less the amount of the eleven (11) months of benefit already received.</p> <p>The Coma Benefit will end on the earliest of the following:</p> <ol style="list-style-type: none"> 1. the date You are no longer in the Coma; or 2. the date You have received a Coma Benefit for eleven (11) months. <p>We may require receipt of written proof, at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>For this benefit, the following definition applies:</p> <p>Coma means a condition determined as such by Our duly licensed Physician.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one percent (1%)] The range is 1% - 5%</p>
<p>[CRITICAL BURN BENEFIT] If You suffer an Injury resulting in a Covered Loss, We will pay an additional benefit equal to the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)], but only if You:</p> <ol style="list-style-type: none"> 1. suffered second degree or higher burns over [twenty-five percent (25%)] of Your body; and 2. have undergone reconstructive surgery to treat the burned areas of Your body within three hundred sixty-five (365) days of the occurrence of the Accident that caused the Injury.] 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$30,000</p> <p>[twenty-five percent (25%)] The range is 10% - 50%</p>
<p>[DAY CARE BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit for day care expenses to the individual who incurs the expense for each Dependent Child if:</p> <ol style="list-style-type: none"> 1. on the date of the Accident, the Dependent Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within [ninety (90)] days from the date of loss; and 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ninety (90)] The range is 30 - 180</p>

<p>2. the Dependent Child is under age [thirteen (13)].</p> <p>The Day Care Benefit will be equal to the lesser of:</p> <ol style="list-style-type: none"> 1. the actual cost of the day care; 2. [three percent (3)%] of the Principal Sum; or 3. [three thousand dollars (\$3,000)]; <p>and will be paid annually for [four (4)] consecutive years if:</p> <ol style="list-style-type: none"> 1. the Dependent Child is under age [thirteen (13)] at the time of each annual payment; and 2. written proof acceptable to Us is received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit. <p>For this benefit, the following definition applies:</p> <p>Accredited Child Care Facility means a properly licensed childcare facility that operates pursuant to state and local laws and has a Tax Identification Number issued by the Internal Revenue Service. Accredited Child Care Facility does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>[thirteen (13)] The range is 1 - 16</p> <p>[three percent (3)%] The range is 1% - 5% [three thousand dollars (\$3,000)] The range is \$1,000 - \$6,000 [four (4)] The range is 1 - 8 [thirteen (13)] The range is 1 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$1,000 - \$20,000</p>
<p>[FELONIOUS ASSAULT BENEFIT]</p> <p>If You suffer an Injury resulting in a Covered Loss for an Occupational Injury payable under the Accidental Death Benefit, Accidental Dismemberment Benefit or Paralysis Benefit as a result of a Felonious Assault by someone other than Yourself, You or an Immediate Family Member or Household Member, We will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum, but only if:</p> <ol style="list-style-type: none"> 1. the Felonious Assault occurs while You are under Dispatch; and 2. the crime directly involves the Policyholder's or Your funds or assets. <p>For this benefit, the following definition applies:</p> <p>Felonious Assault means the crimes or attempted crimes of robbery, theft, hold-up or kidnapping.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25%</p>
<p>[HIGHER EDUCATION BENEFIT]</p> <p>If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay a benefit for higher education expenses to the individual who incurs the expense for each Dependent Child, but only if on the date of the Accident, the Dependent Child:</p> <ol style="list-style-type: none"> 3. is enrolled as a full-time student in an accredited college, university or trade school; or 4. is at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the Accident. <p>The Higher Education Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$10,000</p>

<p>years if the Dependent Child continues his or her education. Before this benefit is paid each year, proof acceptable to Us must be received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit for all Dependent Child(ren) combined is [twenty thousand dollars (\$20,000)].]</p>	<p>[four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$10,000 - \$30,000</p>
<p>[HIJACKING BENEFIT] The exclusion for war or any acts of war whether declared or undeclared as found in Section VIII General Exclusions and Limitations of the Policy is modified and an Injury directly resulting from a Hijacking or any attempt at any Hijacking is covered under the Policy.</p> <p>This benefit will continue beyond the actual Hijacking while You are:</p> <ol style="list-style-type: none"> 1. subject to the control of the person(s) making the Hijacking; and 2. traveling directly to Your home or original destination. <p>For this benefit, the following definition applies:</p> <p>Hijacking means the unlawful seizure or wrongful exercise of control of a power unit occupied by You, while You are getting into, riding in, or getting out of and while under Dispatch.]</p>	<p>This Additional Benefit will be in or out.</p>
<p>[VEHICLE MODIFICATION BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Dismemberment Benefit or Paralysis Benefit, We will pay an additional benefit equal to the actual cost for modifications to Your motor vehicle that are necessary to make it accessible or drivable, but only if such Injury requires You to use a wheelchair. Benefits are not payable unless:</p> <ol style="list-style-type: none"> 1. the modifications are made by a person(s) experienced in such modifications and are recommended by an organization recognized for providing support and assistance to wheelchair users; and 2. proof sufficient to Us is received by Us, establishing eligibility for this benefit. <p>The maximum amount payable under this benefit will be the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 3% - 10% [ten thousand dollars (\$10,000)] The range is \$3,000 - \$25,000</p>
<p>[SEAT BELT BENEFIT] If You suffer an Injury directly resulting from an automobile Accident resulting in a Covered Loss payable under the Accidental Death Benefit or Survivor's Benefit, We will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum up to a maximum of [ten thousand dollars (\$10,000)], but only if You were:</p> <ol style="list-style-type: none"> 1. operating or riding as a passenger in a motorized vehicle designed for use primarily on public roads; and 2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Accident. <p>Your actual use of the seat belt or lap and shoulder restraints must be verified in the official law enforcement report of the Accident, through certification by the investigating officers; or by other reasonable proof,</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$25,000</p>

acceptable to Us .]	
<p>[SPOUSE RETRAINING BENEFIT</p> <p>If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit to Your Spouse for the actual cost of any state licensed professional or trade-training program in which Your Spouse enrolls and completes, but only if the purpose of the program is to obtain an independent source of support and maintenance and the actual cost is incurred within [thirty (30)] months from Your death.</p> <p>The Spouse Retraining Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if Your Spouse continues his or her training. Before this benefit is paid each year, proof acceptable to Us must be received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[thirty (30)] The range is 1 - 180</p> <p>[five percent (5%)] The range is 3% - 10%</p> <p>[five thousand dollars (\$5,000)] The range is \$2,500 - \$20,000</p> <p>[four (4)] The range is 1 - 6</p> <p>This will be in or out. If in:</p> <p>[twenty thousand dollars (\$20,000)] The range is \$2,500 - \$30,000</p>

SECTION VII - LIMITS OF LIABILITY

<p>Limitation on Multiple Benefits. If You can recover benefits under two or more of the Accidental Death Benefit, Accidental Dismemberment Benefit, [Coma Benefit] or the Accidental Paralysis Benefit as a result of the same Accident, We will pay only up to the highest applicable Principal Sum.</p>	<p>[Coma Benefit] will be in or out</p>
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SECTION VIII - GENERAL EXCLUSIONS AND LIMITATIONS

<p>The Policy does not cover any losses contributed to or caused by, in whole or in part, by any of the following:</p> <ol style="list-style-type: none"> 1. [suicide or any attempt at suicide; intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any Injury resulting from a provoked attack;] 2. [sickness, disease or infections of any kind, except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning [or routine and temporary non chronic sickness or illness such as a cold, cough, headache or nausea];] 3. [a Pre-existing Condition, until You have been continuously covered under the Policy for [twelve (12)] consecutive months;] 4. [Occupational Cumulative Trauma or Cumulative Trauma and Repetitive Conditions, unless shown in the Schedule;] 5. [Occupational Disease, unless shown in the Schedule;] 6. [performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshoremen and Harbor Workers' Act, or similar coverage;] 7. [declared or undeclared war, or any act of declared or undeclared war;] 8. [full-time active duty in the armed forces of any country or international authority;] 9. [any Injury for which You are entitled to benefits pursuant to any workers' compensation law or other similar legislation;] 10. [any loss insured by employers' liability insurance;] 11. [You being intoxicated: <ol style="list-style-type: none"> a. You are conclusively deemed to be intoxicated if the level of 	<p>Any combination of 1. – 16. may be in or out.</p> <p>If in:</p> <p>[twelve (12)] The range is 6 - 24</p>
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<p>alcohol in You blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether You are in fact operating a motor vehicle when the Injury occurs; and</p> <p>b. an autopsy report from a licensed medical examiner, law enforcement officer reports or similar items will be considered proof of You intoxication;]</p> <p>12. [You being under the influence of any illegal substance, drug, narcotic, or hallucinogen, unless such drug, narcotic, or hallucinogen was prescribed by a Physician and taken in accordance with the prescribed dosage;]</p> <p>13. [Your commission of or attempt to commit a felony or a Class A misdemeanor;]</p> <p>14. [travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are:</p> <p>a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;</p> <p>b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or</p> <p>c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or You;]</p> <p>15. [skydiving, parasailing, hang-gliding, bungee-jumping [or any similar activity];] [or]</p> <p>16. [charges incurred for treatment of a covered Injury, when You obtain compensation for the covered Injury from a Third Party].</p> <p>[INCARCERATION LIMITATION Benefits provided to You will cease while You are incarcerated in a penal facility. The benefit will resume, as if the benefits had been paid, subject to all Policy conditions, when You are released from such facility.]</p>	<p>This will be in or out.</p>
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SECTION IX - CLAIM PROVISIONS

<p>NOTICE OF CLAIM Written notice of claim must be received by Us within twenty (20) days after Your loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to Us at Zurich American Insurance Company Group Accident Claims Division, [P.O. Box 968041 Schaumburg, IL 60196] with information sufficient to identify You, is deemed notice to Us.</p>	<p>The Company's mailing address is variable in the event it changes.</p>
<p>SUNSET In no event shall benefits under the Policy be payable unless written Proof of Loss is received by Us within [three (3) years] from the date of the Accident.</p>	<p>[three (3) years] The range is 3 - 10</p>
<p>[ARBITRATION Any contest to a claim denial under the Policy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall occur at the offices of the American Arbitration Association nearest to You or the person claiming to be the beneficiary. The arbitrator(s) shall not award consequential or punitive damages in any arbitration under this section. This provision does not apply if You or the person claiming to be the beneficiary is a citizen of a state where the law does not allow binding arbitration in an insurance</p>	<p>This provision will be in or out. If in:</p>

<p>policy but only if the Policy is subject to its laws. In such a case, binding arbitration does not apply. [Non-binding arbitration is required and no legal action may be brought by You, the beneficiary, or Us until thirty (30) days after the arbitrator(s) issues a non-binding award.] This provision bars the institution of any individual or class action lawsuit brought by You or the beneficiary.]</p>	<p>This will be in or out.</p>
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SECTION X - GENERAL PROVISIONS

<p>POLICYHOLDER RECORDS The Policyholder will keep a record of the coverage, premium, beneficiary designation and other pertinent administrative information for each Insured Person which, if acceptable to Us, shall be deemed to be a part of the Policy. We may examine these records at any reasonable time while the Policy is in force and for six (6) years after the termination of the Policy. The Policyholder will report to Us within a reasonable time all changes in information regarding an Insured Person. [The Policyholder shall indemnify Us for any benefits or other payments that are caused in whole or in part by the Policyholder's negligence or error in performing the administration described herein.]</p>	<p>This will be in or out.</p>
<p>[MADE WHOLE DOCTRINE We have the right to recover any and all first monies paid (or payable) to or on behalf of You and to any and all claims of or on behalf of You, to the extent of benefits paid by the Policy, and regardless of whether or not the beneficiary has been made whole. Made whole shall include first dollar recovery with no offset for attorneys' fees.]</p>	<p>This provision will be in or out.</p>
<p>[CLAIMS FOR WORKERS' COMPENSATION AND OTHER INSURANCE No benefits shall be payable under the Policy for any loss for which You claim or file for any workers' compensation, employers' liability, occupational disease or similar law or any other insurance until such claim or filing is approved or denied. Upon approval or denial, We shall determine Our liability under the Policy. We reserve the right to recover, from You, any benefits paid under the Policy that are subsequently paid for under any workers' compensation, employers' liability, occupational disease or similar law or any other insurance.]</p>	<p>This provision will be in or out.</p>
<p>[Workers' Compensation Indemnification. If You are determined by a court of law or the appropriate state regulatory authority to be covered under workers' compensation insurance for a Covered Loss, any benefits for which You are eligible under the Policy, are payable to the person who was determined to be Your employer or such person's designee or assignee.]</p>	<p>This provision will be in or out.</p>

SECTION XI – IMPORTANT NOTICE

<p>You may call [XXX-XXX-XXXX] to present inquiries or to obtain information about coverage or if You need assistance in resolving any complaints. Or, You may write to Zurich American Insurance Company at their administrative offices at [XXXXXX].</p> <p>Should You wish to contact the Arkansas Insurance Department for assistance, You may do so by calling [1-800-282-9134]. Or, You may send written correspondence to the Arkansas Insurance Department at [1200 West Third Street, Little Rock, AR 72201-1904].</p>	<p>The appropriate telephone number will be inserted.</p> <p>The appropriate mailing address will be inserted.</p> <p>This is variable in the event of a change.</p> <p>This is variable in the event of a change.</p>
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ADMINISTRATIVE CHANGE ENDORSEMENT – U-OA-404-A CW (08/09)

[This endorsement will be used to make the following types of administrative changes to the **Policy/Certificate** at the Policyholder's request:

1. Policyholder's Name or Address;
2. Addition or deletion of subsidiaries or affiliates of the Policyholder;
3. Changes to the class(es) of eligible persons;
4. Addition or deletion of Benefit(s);
5. Increase or decrease in Benefit Amount(s);
6. Addition or deletion of Additional Benefit(s);
7. Increase or decrease in Additional Benefit Amount(s); or
8. Annual audit requirements.]

This endorsement will be used to make administrative changes to the Policy/Certificate.

Statement of Variables for Arkansas



ZURICH[®]

Zurich American Insurance Company
Schaumburg, Illinois

[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE POLICY
U-OA-400-A, et al

Each bracketed benefit or provision will be in or out (in if needed, otherwise omitted.) Each bracketed phrase will be in or out.

[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE POLICY – U-OA-400-A AR (08/09)

Face Page

[Truckers][Occupational] Accident Insurance Policy	[Truckers] will be in or out. [Occupational] will be in or out.
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Page 3

[1-888-889-5330]	This is variable in the event there is a change in the Company's telephone number.
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SECTION I – SCHEDULE

<p>Policy Effective Date: [01/01/09]</p> <p>[Policy Period: [01/01/09] to [01/01/10]]</p> <p>Policy Premium Due Date: [01/01/09]</p> <p>Policy Number: [XXXXXX-XX]</p> <p>Insured Person's Premium: [\$0.00]</p> <p>Policyholder: [Name of Trucking Company] [Address] [City, State, Zip]</p>	<p>Policy Effective Date will be inserted.</p> <p>This will be in or out. If in, the effective date and expiration date will be inserted.</p> <p>Policy Premium Due Date will be inserted.</p> <p>Policy number will be inserted.</p> <p>Insured Person's Premium will be inserted.</p> <p>Name of the Policyholder will be inserted. Policyholder's address will be inserted. Policyholder's City, State and Zip will be inserted.</p>									
<p>Benefits Summary</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Occupational Injuries</u></th> <th style="width: 20%; text-align: center;"><u>Non-Occupational Injuries</u></th> </tr> </thead> <tbody> <tr> <td>Accidental Death Benefit: Principal Sum*</td> <td style="text-align: center;">[\$50,000.00]</td> <td style="text-align: center;">[\$7,500.00]</td> </tr> <tr> <td>Commencement Period</td> <td style="text-align: center;">[365 days]</td> <td style="text-align: center;">[365 days]</td> </tr> </tbody> </table>		<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>	Accidental Death Benefit: Principal Sum*	[\$50,000.00]	[\$7,500.00]	Commencement Period	[365 days]	[365 days]	<p><u>The Policyholder has the option to exclude benefits for Non-Occupational Accidents/Injuries. If excluded, each bracketed Non-Occupational Accident/Injury benefit will indicate "N/A". If included, the corresponding Non-Occupational Accident/Injury benefit amount will be listed.</u></p> <p>[\$50,000] The range is \$5,000 - \$500,000 [\$7,500] The ranges is \$2,500 - \$500,000 [365] The range is 365 – 1,095 for both</p>
	<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>								
Accidental Death Benefit: Principal Sum*	[\$50,000.00]	[\$7,500.00]								
Commencement Period	[365 days]	[365 days]								

	<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>	
Survivor's Benefit:			
Principal Sum*	[\$175,000.00]	[\$7,500.00]	[\$175,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Monthly Benefit Percentage of Principal Sum	[1.0%]	[1.0%]	[1.0%] The range is 4.0 5% - 10% for both
Monthly Benefit Amount	[\$1,750.00]	[\$1,750.00]	[\$1,750] The range is \$50 - \$50,000 [\$1,750] The range is \$25 - \$50,000
Accidental Dismemberment Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accidental Paralysis Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accident Medical Expense Benefit:			
Commencement Period	[90 days]	[90 days]	[90] The range is 90 – 365 for both
Deductible Amount	[\$0.00]	[\$0.00]	[\$0.00] The range is \$0 - \$5,000 for both
Maximum Benefit Amount	[\$1,000,000.00]	[\$5,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$5,000] The range is \$2,500 - \$1,000,000
Maximum Benefit Period	[104 weeks]	[52 weeks]	[104] The range is 52 – 260 [52] The range is 52 – 260
Dental Benefit Maximum	[\$2,500.00]	[\$1,000.00]	[\$2,500] The range is \$1,000 - \$20,000 <u>1,000,000</u> [\$1,000] The range is \$1,000 - \$20,000 <u>1,000,000</u>
Lifetime Maximum Benefit Amount	[\$1,000,000.00]	[\$10,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$500,000
Physical, Occupational, or Work Hardening Therapies	To a maximum combined [36] visits	[N/A]	[36] The range is 0 – 100 [N/A] The range is either N/A or the same as for Occupational Injuries
Ambulance for Medically Necessary Services	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] The range is 1 – 5 for both
Acupuncture Care and Chiropractic Care	[\$1,000.00] per Injury	[N/A]	[\$10,000] The range is \$1,000-\$25,000 for both [\$1,000] The range is \$1,000 - \$25,000 <u>[N/A] The range is either N/A or the same as for Occupational Injuries</u>
[Hernia Coverage]	[\$10,000.00]	N/A	
[Hemorrhoid Coverage]	[\$10,000.00]	N/A	[Hernia Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$25,000 <u>1,000,000</u> [Hemorrhoid Coverage] will be in or out. If in:

	<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>	
Mental and Nervous or Depressive Condition	1 visit per day to a maximum of [\$25.00] per visit and [20] visits per Accident	[N/A]	[\$10,000] The range is \$1,000 - \$25,000 <u>1,000,000</u>
[Occupational Cumulative Trauma]	[\$20,000.00]	N/A	[\$25] The range is \$25 - \$100 [20] The range is 10 - 100 <u>[N/A] The range is either N/A or the same as for Occupational Injuries</u>
[Occupational Disease]	[\$20,000.00]	N/A	[Occupational Cumulative Trauma] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
Temporary Total Disability Benefit:			
Commencement Period	[90 days]	[90 days]	[Occupational Disease] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
Waiting Period	[7 days]	[7 days]	
Benefit Percentage	[70.0%]	[70.0%]	[90 days] The range is 90 – 365 for both
Minimum Weekly Benefit Amount	[\$125.00]	[\$125.00]	[7 days] The range is 0 – 30 for both
Maximum Weekly Benefit Amount	[\$500.00]	[\$500.00]	[70.0%] The range is 60% - 80% for both
Maximum Benefit Period**	[104 weeks]	[12 weeks]	[\$125] The range is \$125 - \$250 <u>500</u> [\$125] The range is \$50 - \$250 <u>500</u>
[Maximum Benefit Period for Hernia]	[90 days]	N/A	[\$500] The range is \$250 - \$1,000 [\$500] The range is \$50 - \$1,000
[Maximum Benefit Period for Hemorrhoid]	[90 days]	N/A	[104 weeks] The range is 52 – 260 [12 weeks] The range is 0 – 104
[Maximum Benefit Period for Occupational Cumulative Trauma]	[90 days]	N/A	[90 days] The range is 30 – 365 <u>730</u>
[Maximum Benefit Period for Occupational Disease]	[90 days]	N/A	[90 days] The range is 30 – 365 <u>730</u>
Continuous Total Disability Benefit: ***			
Waiting Period	[equals Maximum Benefit Period for Temporary Total Disability]	N/A	[90 days] The range is 90 - 365 <u>730</u>
Benefit Percentage	[70.0%]	N/A	[equals Maximum Benefit Period for Temporary Total Disability] will be in or out.
Minimum Weekly Benefit Amount	[\$50.00]	N/A	
Maximum Weekly	[\$500.00]	N/A	[70.0%] The range is 60% - 80%

Benefit Amount			
	<u>Occupational Injuries</u>	<u>Non-Occupational Injuries</u>	
Maximum Benefit Amount	[\$300,000.00]	N/A	[\$50] The range is \$50 - \$250
Maximum Benefit Period	Up to age 70, but not beyond full Social Security retirement age	N/A	[\$500] The range is \$250 - \$1,000
Additional Benefits:			
[Return of Remains Benefit]	[Refer to SECTION VI]	N/A	
[Non-Medical Repatriation Benefit]	[Refer to SECTION VI]	N/A	[\$300,000] The range is \$200,000 - \$42,000,000
[After School Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Coma Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Critical Burn Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Day Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Felonious Assault Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Higher Education Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Hijacking Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Vehicle Modification Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Seat Belt Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Spouse Retraining Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
Limits of Liability:			
Combined Single Limit of Liability	[\$1,000,000.00]	[\$10,000.00]	This Additional Benefit will be in or out.
Aggregate Limit of Liability	[\$2,000,000.00]	[\$15,000.00]	[\$1,000,000] The range is \$500,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$1,000,000
Sub Limits of Liability:			
[Combined Single Limit of Liability for:			
[Pre-Existing	[\$10,000.00]	N/A	[\$2,000,000] The range is \$500,000-\$5,000,000 [\$15,000] The range is \$2,500 - \$1,000,000

<p><u>Condition</u></p> <p>[Hernia] [\$20,000.00] N/A</p> <p>[Hemorrhoid] [\$20,000.00] N/A</p> <p>[Occupational Disease] [\$50,000.00] N/A</p> <p>[Occupational Cumulative Trauma] [\$50,000.00] N/A</p>	<p>The Sub Limits of Liability will be in or out. If in, any of the following may be in or out:</p> <p>If in, it will be added to the Benefits Summary in the Policy; and</p> <p>[\$10,000] The range is \$1,000 - \$1,000,000;</p> <p>[\$20,000] The range is \$1,000 - \$25,000 1,000,000</p> <p>[\$20,000] The range is \$1,000 - \$25,000 1,000,000</p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p>														
<p>* Starting at age [65], the Principal Sum shall be based on the following schedule:</p> <table border="1" data-bbox="178 745 876 1291"> <thead> <tr> <th><u>Age at Date of Loss</u></th> <th><u>Percent of Principal Sum</u></th> </tr> </thead> <tbody> <tr> <td>[65]</td> <td>[80%]</td> </tr> <tr> <td>[66]</td> <td>[60%]</td> </tr> <tr> <td>[67]</td> <td>[40%]</td> </tr> <tr> <td>[68]</td> <td>[20%]</td> </tr> <tr> <td>[69]</td> <td>[15%]</td> </tr> <tr> <td>[70 and over]</td> <td>[10%]</td> </tr> </tbody> </table>	<u>Age at Date of Loss</u>	<u>Percent of Principal Sum</u>	[65]	[80%]	[66]	[60%]	[67]	[40%]	[68]	[20%]	[69]	[15%]	[70 and over]	[10%]	<p>[65] The range is 65 - 7075</p> <p>[65] The range is 65 – 7075</p> <p>[80%] The range is 80% - 100%</p> <p>[66] The range is 66 – 7476</p> <p>[60%] The range is 60% - 100%</p> <p>[67] The range is 67 – 7277</p> <p>[40%] The range is 40% - 100%</p> <p>[68] The range is 68 – 7378</p> <p>[20%] The range is 20% - 100%</p> <p>[69] The range is 69 – 7479</p> <p>[15%] The range is 15% - 100%</p> <p>[70 and over] The range is 7580 and over</p> <p>[10%] The range is 10% - 100%</p>
<u>Age at Date of Loss</u>	<u>Percent of Principal Sum</u>														
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[67]	[40%]														
[68]	[20%]														
[69]	[15%]														
[70 and over]	[10%]														
<p>** If an Insured Person suffers an Injury at or after age [70], the Maximum Benefit Period shall be [one (1) year].</p>	<p>[70] The range is 70 – 75</p> <p>[one (1) year] The range is 1 - 3</p>														

SECTION II – GENERAL DEFINITIONS

<p>Actively at Work means under Dispatch for at least [30] hours each week.</p>	<p>[30] The range is 15 - 30</p>
<p>Contract Driver means an individual who:</p> <ol style="list-style-type: none"> [has a valid and current commercial driver's license on the effective date of enrollment;] [is authorized by an Owner/Operator to operate a power unit owned or leased by an Owner/Operator and must neither own nor lease the power unit;] [is compensated on a basis other than time expended in the performance of work;] [is responsible for determining the route and time for Assignment;] [has the principal duty to operate the power unit;] [is classified as an independent contractor by the Policyholder and the Owner/Operator who has engaged his or her services] 	<p>Any combination of 1. – 7. will be in or out.</p>

<p>and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose, [unless workers' compensation coverage is not mandatory for such person as an employee of either the Policyholder or Owner/Operator];] and</p> <p>7. [receives for federal income tax reporting purposes a 1099 and not a W-2].</p>	
<p>Dependent Child(ren) means the Insured Person's unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the date of the final decree of adoption, who are:</p> <ol style="list-style-type: none"> 1. under age 19 or under age 23 if he or she [:(a)] is enrolled in accredited institution of higher learning on a full-time basis, [and (b) relies on the Insured Person for more than 50% of his or her support and is taken as a dependent on the Federal Income Tax Return of the Insured Person]; or 2. incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured Person for support and maintenance as defined herein. 	<p>(a) will be in or out (b) will be in or out</p>
<p>Dispatch means the time during which an Insured Person is on Assignment or is performing tasks prior to or after an Assignment to prepare the contracted vehicle for a current or future Assignment. Dispatch must be authorized by the Policyholder and includes the following:</p> <ol style="list-style-type: none"> 1. in route to pick up a load; 2. picking up a load; 3. in route to delivering a load; 4. unloading a load; 5. the waiting time for a load; 6. returning from delivering a load; 7. in route to, returning from or performing a pre-trip inspection as required by a recognized governmental agency and/or the contracted motor carrier; 8. [while performing vehicle maintenance or repairs on the contracted vehicle during any of the foregoing times; and] 9. [while performing verifiable vehicle maintenance or repairs on the contracted vehicle; and] 10. performing activities to comply with federal or state laws or to satisfy contracted motor carrier requirements. 	<p>8. will be in or out. 9. will be in or out.</p>
<p>Owner/Operator means an individual who leases to or from the Policyholder and:</p> <ol style="list-style-type: none"> 1. [has a valid and current commercial driver's license on the effective date of enrollment;] 2. [owns or leases a power unit;] 3. [is responsible for the maintenance and operating costs of the power unit, including, but not limited to fuel, repairs and supplies;] 4. [is compensated on a basis other than time expended in the performance of work;] 5. [is responsible for determining the route and time for Assignment;] 6. [has the right to select or reject the load;] 7. [has a written contract or Assignment from the Policyholder and is classified as an independent contractor by the Policyholder and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;] and 	<p>Any combination of 1. – 8. will be in or out.</p>

8. [receives for federal income tax reporting purposes a 1099 not a W-2].	
Policy means this [Truckers][Occupational] Accident Insurance Policy.	[Truckers] will be in or out. [Occupational] will be in or out.
Waiting Period means the consecutive number of days an Insured Person must be Temporarily Totally Disabled or Continuously Totally Disabled before benefits become payable under the Policy . Temporary Total Disability Benefits and Continuous Total Disability Benefits are[not] retroactive to the first day of disability. The Waiting Period is shown in the Schedule .	[not] will be in or out.

SECTION III – EFFECTIVE DATES AND TERMINATION DATES

<p>Policy Effective and Termination Dates</p> <p>2. Policy Termination Date. This Policy will terminate at 12:01 A.M. Standard Time at the Policyholder's address on the earliest of:</p> <ol style="list-style-type: none"> the Policy Premium Due Date shown in the Schedule, subject to the Policy Grace Period set forth in Section IV of this Policy; the date specified in the written notice of the Company's intent to terminate this Policy, which will be at least [thirty (30)] days after the date the Company sends such notice to the Policyholder's last known recorded address; the date specified in the written notice of the Policyholder's intent to terminate this Policy, which will be at least [thirty (30)] days after the date the Policyholder sends such notice to the Company; or at the expiration of the Policy Period. 	<p>[thirty (30)] The range is 30 – 90</p> <p>[thirty (30)] The range is 30 - 90</p>
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SECTION IV - PREMIUMS

<p>PREMIUMS</p> <p>Premiums are payable to the Company in the amount shown in the Schedule. The Company may change the required premiums due by giving the Policyholder at least [sixty (60) days] advance written notice. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting premiums is made in this Policy.</p> <p>The Company may re-underwrite and may change the terms and conditions of this Policy including the premium rate on the date when the number of Insured Persons under this Policy exceeds or is less than the number of Insured Persons in the prior month by [fifteen percent (15%)] or more. The Policyholder shall provide the Company with written notice of such increase or decrease in the number of Insured Persons at least [thirty (30) days] prior to the effective date of such change.</p>	<p>[sixty (60) days] The range is 30 - 90</p> <p>[fifteen percent (15%)] The range is 15% - 100%</p> <p>[thirty (30) days] The range is 30 - 90</p>
<p>PLAN AND EXPOSURE CHANGES</p> <p>The Policyholder must notify the Company of any subsidiary or affiliated company that is to be covered under this Policy. Such notice must be sent within [thirty (30) days] of the acquisition of such subsidiary or affiliated company. If such notice is not provided, the newly acquired entity will not be considered a part of the Policyholder and the owner/operators or contract drivers will not be Insured Persons until the date that notice is provided. The Company has the</p>	<p>[thirty (30) days] The range is 30 - 90</p>

right to decline coverage or adjust premium based on the changing exposure.	
<p>INSURED PERSON'S GRACE PERIOD A grace period of [thirty-one (31) days] will be provided for the payment of any Insured Person's Premium due after the first premium. The Insured Person's coverage will not be terminated for non-payment of premium during this grace period if the Insured Person pays the premium due by the last day of this grace period. The Insured Person's coverage will terminate if the full amount of the premium due is not paid by the last day of this grace period.</p>	[thirty-one (31) days] The range is 31 - 90
<p>POLICY GRACE PERIOD A grace period of [thirty-one (31)] days will be provided for the payment of any premium due after the first premium. This Policy will not be terminated for nonpayment of premium during this grace period if the Policyholder pays all premiums due by the last day of this grace period. This Policy will terminate on the premium due date if all premiums due are not paid by the last day of this grace period. No Policy Grace Period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.</p>	[thirty-one (31) days] The range is 31 - 90

SECTION V - BENEFITS

<p>ACCIDENTAL DISMEMBERMENT BENEFIT If Injury to the Insured Person results in any one of the Losses specified below within the Commencement Period, the Company will pay the Percentage of the Principal Sum shown below:</p> <table border="0" data-bbox="129 1029 893 1407"> <thead> <tr> <th style="text-align: left;"><u>For Loss of:</u></th> <th style="text-align: center;"><u>Percentage of the Principal Sum</u></th> </tr> </thead> <tbody> <tr><td>Both Hands or Both Feet</td><td style="text-align: center;">[100%]</td></tr> <tr><td>Sight of Both Eyes</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand and One Foot</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand and the Sight of One Eye</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Foot and the Sight of One Eye</td><td style="text-align: center;">[100%]</td></tr> <tr><td>One Hand or One Foot</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Sight of One Eye</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Thumb and Index Finger of Same Hand</td><td style="text-align: center;">[25%]</td></tr> <tr><td>Speech and Hearing</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Speech or Hearing</td><td style="text-align: center;">[25%]</td></tr> </tbody> </table>	<u>For Loss of:</u>	<u>Percentage of the Principal Sum</u>	Both Hands or Both Feet	[100%]	Sight of Both Eyes	[100%]	One Hand and One Foot	[100%]	One Hand and the Sight of One Eye	[100%]	One Foot and the Sight of One Eye	[100%]	One Hand or One Foot	[50%]	Sight of One Eye	[50%]	Thumb and Index Finger of Same Hand	[25%]	Speech and Hearing	[50%]	Speech or Hearing	[25%]	<p>[100%] The range is 50% - 100% [100%] The range is 50% - 100% [50%] The range is 50% - 100% [50%] The range is 50% - 100% [25%] The range is 25% - 100% [50%] The range is 25% - 100% [25%] The range is 25% - 100%</p>
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<p>PARALYSIS BENEFIT If Injury to the Insured Person results in any Type of Paralysis specified below within the Commencement Period, the Company will pay the Percentage of the Principal Sum shown below:</p> <table border="0" data-bbox="129 1575 893 1774"> <thead> <tr> <th style="text-align: left;"><u>Type of Paralysis:</u></th> <th style="text-align: center;"><u>Percentage of the Principal Sum</u></th> </tr> </thead> <tbody> <tr><td>Quadriplegia</td><td style="text-align: center;">[100%]</td></tr> <tr><td>Paraplegia</td><td style="text-align: center;">[75%]</td></tr> <tr><td>Hemiplegia</td><td style="text-align: center;">[50%]</td></tr> <tr><td>Uniplegia</td><td style="text-align: center;">[25%]</td></tr> </tbody> </table>	<u>Type of Paralysis:</u>	<u>Percentage of the Principal Sum</u>	Quadriplegia	[100%]	Paraplegia	[75%]	Hemiplegia	[50%]	Uniplegia	[25%]	<p>[100%] The range is 50% - 100% [75%] The range is 25% - 100% [50%] The range is 25% - 100% [25%] The range is 25% - 100%</p>												
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<p>TEMPORARY TOTAL DISABILITY BENEFIT If Injury to the Insured Person results in Temporary Total Disability within the Commencement Period and the Insured Person is under age [70] on the day the Temporary Total Disability begins, the Company will pay the following amount, after the Waiting Period:</p>																							

For this benefit, the following definitions apply:

Average Weekly Earnings means:

1. [for **Owner/Operators**:
[Thirty-three percent (33%)] of the gross income the **Insured Person** received, less fuel surcharges, in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than twelve (12) weeks prior to the **Injury**, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. The **Insured Person** will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the **Insured Person** sustains **Injury** within seven (7) days of his or her contract date with the **Policyholder**, we will use [thirty-three percent (33%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If the **Insured Person** and/or the **Policyholder** is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [thirty-three percent (33%)] of the gross income the **Insured Person** received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation.]
2. [for **Contract Drivers**:
[Seventy-five percent (75%)] of the gross income the **Insured Person** received in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than twelve (12) weeks prior to the **Injury**, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. The **Insured Person** will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the **Insured Person** sustains **Injury** within seven (7) days of his or her contract date with the **Policyholder**, we will use [seventy-five percent (75%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If the **Insured Person** and/or **Policyholder** is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [seventy-five percent (75%)] of the gross income the **Insured Person** received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation provided he/she was not an **Owner/Operator**. If he/she was an **Owner/Operator**, then we will use 33% of the gross income.]

Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the **Average Weekly Earnings** or the **Maximum Weekly Benefit Amount**. In no event will the **Weekly Benefit Amount** be less than the **Minimum Weekly Benefit Amount**.

Temporary Total Disability or Temporarily Totally Disabled means disability that:

1. prevents an **Insured Person** from performing the **Material and Substantial Duties** of his or her occupation [as a commercial truck driver];

This will be in or out. If in:
[Thirty-three percent (33%)] The range is 25% - 75%

[Thirty-three percent (33%)] The range is 25% - 75%

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This will be in or out. If in:
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[Seventy-five percent (75%)] The range is 25% - 75%

[seventy percent (70%)] The range is 60% - 80%

[as a commercial truck driver] will be in or out.

CONTINUOUS TOTAL DISABILITY BENEFIT

If **Injury** to the **Insured Person** resulting in **Temporary Total Disability** subsequently results in **Continuous Total Disability**, the **Company** will pay the following, after the **Waiting Period**:

1. for each month of a **Continuous Total Disability**, the Continuous Total Disability Benefit is four and three-tenths (4.3) times the **Weekly Benefit Amount for Temporary Total Disability**; or
2. for less than a full **Benefit Week of Continuous Total Disability**, the Continuous Total Disability Benefit is one seventh (1/7) of the **Weekly Benefit Amount** for each day of **Continuous Total Disability**, but only if:
 - a. Temporary Total Disability Benefits ceased solely because the **Maximum Benefit Period** has been reached, but the **Insured Person** remains disabled;
 - b. the **Insured Person** is not within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration, on the day after the **Maximum Benefit Period for Temporary Total Disability** has been reached;
 - c. the **Insured Person** has been granted a Social Security disability award for his or her disability (if the **Insured Person** cannot meet the credit requirement for a Social Security disability award he or she cannot qualify for the Continuous Total Disability Benefit even if he or she would otherwise qualify);
 - d. the **Insured Person's** disability is reasonably expected to continue without interruption until he or she dies and is substantiated by objective medical evidence satisfactory to the **Company**;
 - e. the **Injury** resulting in a **Continuous Total Disability** occurred before the **Insured Person** is within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration; [and]
 - f. the **Injury** began within the **Commencement Period** [.] [; and]
 - g. [the **Temporary Total Disability** was not principally due to a **Mental and Nervous or Depressive Condition.**]

g. will be in or out

For this benefit, the following definitions apply:

Average Weekly Earnings will be calculated as follows:

1. [for **Owner/Operators**:
 [Thirty-three percent (33%)] of the gross income the **Insured Person** received, less fuel surcharges, in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than twelve (12) weeks prior to the **Injury**, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. The **Insured Person** will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the **Insured Person** sustains **Injury** within seven (7) days of his or her contract date with the **Policyholder**, we will use [thirty-three percent (33%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If the **Insured Person** and/or the **Policyholder** is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [thirty-three percent (33%)] of the gross income the **Insured Person** received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation.]
2. [for **Contract Drivers**:
 [Seventy-five percent (75%)] of the gross income the **Insured Person** received in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If the **Insured Person** worked less than

This will be in or out. If in:

[Thirty-three percent (33%)] The range is 25% - 75%

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This will be in or out. If in:

[Seventy-five percent (75%)] The range is 25% - 75%

<p>twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. The Insured Person will have to produce proof of the number of weeks worked, if he or she worked less than twelve (12) weeks. If the Insured Person sustains Injury within seven (7) days of his or her contract date with the Policyholder, we will use [seventy-five percent (75%)] of the average gross income received by the other Insured Persons, who are contracted within the last three (3) months prior to the covered Injury. If the Insured Person and/or Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then we will use [seventy-five percent (75%)] of the gross income the Insured Person received in the prior year as shown on his or her federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of his or her prior occupation provided he/she was not an Owner/Operator. If he/she was an Owner/Operator, then we will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p>	<p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p>
<p>ACCIDENT MEDICAL EXPENSE BENEFIT</p> <p>Home Health Care means nursing care and treatment of an Insured Person in his or her home as part of a treatment plan prescribed by the attending Physician, which is provided by a Hospital or agency certified to provide such services, but only if it:</p> <ol style="list-style-type: none"> 1. begins within [seven (7)] days after discharge from a Hospital; and 2. follows a Hospital confinement of [five (5)] days or more. <p>Usual and Customary Charge(s) means an amount(s) that:</p> <ol style="list-style-type: none"> 1. does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a Hospital room and board charge other than for stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board [or the fee set by the workers' compensation insurance fee schedule, if applicable]; and 2. does not include charges that would not have been made if no insurance existed; and 3. does not exceed the cost of a generic drug, if available. The Company will only pay up to [seventy-five percent (75%)] of a non-generic drug if a generic drug is available. <p>ACCIDENT MEDICAL EXPENSE BENEFIT EXCLUSIONS</p> <p>In addition to the General Exclusions and Limitations in Section VIII of this Policy, Medically Necessary Services or Charges do not include expenses for or resulting from any of the following:</p> <ol style="list-style-type: none"> 9. any expenses covered by [Medicare, Medicaid,] a Third Party [or any other insurance]; 13. an Extended Care Facility stay that does not follow a Hospital confinement of [five (5)] days or more; 	<p>[seven (7)] The range is 1 - 30</p> <p>[five (5)] The range is 1 – 30</p> <p>[seventy-five percent (75%)] The range is 25% - 100%</p> <p>[Medicare, Medicaid,] will be in or out [or any other insurance] will be in or out</p> <p>[five (5)] The range is 1 - 10</p>

SECTION VI - ADDITIONAL BENEFITS

<p>[RETURN OF REMAINS BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss</p>	<p>This Additional Benefit will be in or out. If in:</p>
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<p>payable under the Accidental Death Benefit, the Company will pay for the transport of the body or remains (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of the body or remains to the Insured Person's county of residence. We must be contacted prior to the transportation of the body or remains and we must pre-authorize the transportation for coverage to apply. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].]</p>	<p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[NON-MEDICAL REPATRIATION BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accident Medical Expense Benefit and has sufficiently recovered to travel in a regularly scheduled economy class air flight, commercial bus or train and without special medical equipment or personnel with a minimal risk to his or her health, the Company will pay for the return to his or her principal residence. We must be contacted prior to the transport and we must agree to the travel itinerary for coverage to apply. This benefit is subject to the prior recommendation of the attending Physician. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].]</p>	<p>This Additional Benefit will be in or out. If in: [one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[AFTER SCHOOL CARE BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit for after school care to the individual who incurs the expense on behalf of each Dependent Child who is [ten (10)] years old or less, up to a maximum of the lesser of:</p> <ol style="list-style-type: none"> [two percent (2%)] of the applicable Principal Sum paid under the Accidental Death Benefit per year; or [two thousand dollars (\$2,000)] per year. <p>The after school care provider may not be an Immediate Family Member and written proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, to establish continued eligibility for this benefit.</p> <p>This benefit will be paid each year for [four (4)] consecutive years if the Dependent Child is under age [ten (10)] at the time of each payment.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten (10)] The range is 3 - 16</p> <p>[two percent (2%)] The range will be 1% - 3% [two thousand dollars (\$2,000)] The range will be \$1,500 - \$5,000</p> <p>[four (4)] The range will be 1 - 8 [ten (10)] The range will be 3 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$4,000 - \$12,000</p>
<p>[COMA BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss and within three hundred sixty-five (365) days of the Accident which caused such Injury, such Injury causes the Insured Person to be in a Coma for at least thirty-one (31) consecutive days, the Company will pay an additional benefit equal to [one percent (1%)] of the Principal Sum for such Injury, and such amount will be paid each month the Insured Person remains in a Coma following the initial thirty-one (31) day period. At the end of eleven (11) months of payment, if the Insured Person remains in a Coma, the Company will pay a lump sum benefit equal to the Principal Sum payable under the Accidental Death Benefit less the amount of the eleven (11) months of benefit already received.</p> <p>The Coma Benefit will end on the earliest of the following:</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one percent (1%)] The range is 1% - 5%</p>

<p>1. the date the Insured Person is no longer in the Coma; or 2. the date the Insured Person has received a Coma Benefit for eleven (11) months.</p> <p>The Company may require receipt of written proof, at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>For this benefit, the following definition applies:</p> <p>Coma means a condition determined as such by the Company's duly licensed Physician.]</p>	
<p>[CRITICAL BURN BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss, the Company will pay an additional benefit equal to the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)], but only if the Insured Person:</p> <ol style="list-style-type: none"> suffered second degree or higher burns over [twenty-five percent (25%)] of his or her body; and has undergone reconstructive surgery to treat the burned areas of the body within three hundred sixty-five (365) days of the occurrence of the Accident that caused the Injury.] 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$30,000</p> <p>[twenty-five percent (25%)] The range is 10% - 50%</p>
<p>[DAY CARE BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit for day care expenses to the individual who incurs the expense for each Dependent Child if:</p> <ol style="list-style-type: none"> on the date of the Accident, the Dependent Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within [ninety (90)] days from the date of loss; and the Dependent Child is under age [thirteen (13)]. <p>The Day Care Benefit will be equal to the lesser of:</p> <ol style="list-style-type: none"> the actual cost of the day care; [three percent (3)%] of the Principal Sum; or [three thousand dollars (\$3,000)]; <p>and will be paid annually for [four (4)] consecutive years if:</p> <ol style="list-style-type: none"> the Dependent Child is under age [thirteen (13)] at the time of each annual payment; and written proof acceptable to the Company is received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit. <p>For this benefit, the following definition applies:</p> <p>Accredited Child Care Facility means a properly licensed childcare facility that operates pursuant to state and local laws and has a Tax Identification Number issued by the Internal Revenue Service. Accredited Child Care Facility does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ninety (90)] The range is 30 - 180 [thirteen (13)] The range is 1 - 16</p> <p>[three percent (3)%] The range is 1% - 5% [three thousand dollars (\$3,000)] The range is \$1,000 - \$6,000 [four (4)] The range is 1 - 8 [thirteen (13)] The range is 1 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$1,000 - \$20,000</p>

<p>[FELONIOUS ASSAULT BENEFIT] If an Insured Person suffers an Injury resulting in a Covered Loss for an Occupational Injury payable under the Accidental Death Benefit, Accidental Dismemberment Benefit or Paralysis Benefit as a result of a Felonious Assault by someone other than himself or herself, an Insured Person or an Immediate Family Member or Household Member, the Company will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum, but only if:</p> <ol style="list-style-type: none"> 1. the Felonious Assault occurs while the Insured Person is under Dispatch; and 2. the crime directly involves the Policyholder's or the Insured Person's funds or assets. <p>For this benefit, the following definition applies:</p> <p>Felonious Assault means the crimes or attempted crimes of robbery, theft, hold-up or kidnapping.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25%</p>
<p>[HIGHER EDUCATION BENEFIT] If the Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay a benefit for higher education expenses to the individual who incurs the expense for each Dependent Child, but only if on the date of the Accident, the Dependent Child:</p> <ol style="list-style-type: none"> 1. is enrolled as a full-time student in an accredited college, university or trade school; or 2. is at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the Accident. <p>The Higher Education Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if the Dependent Child continues his or her education. Before this benefit is paid each year, proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit for all Dependent Child(ren) combined is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$10,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$10,000 - \$30,000</p>
<p>[HIJACKING BENEFIT] The exclusion for war or any acts of war whether declared or undeclared as found in Section VIII General Exclusions and Limitations of this Policy is modified and an Injury directly resulting from a Hijacking or any attempt at any Hijacking is covered under this Policy.</p> <p>This benefit will continue beyond the actual Hijacking while the Insured Person is:</p> <ol style="list-style-type: none"> 1. subject to the control of the person(s) making the Hijacking; and 2. traveling directly to the Insured Person's home or original destination. <p>For this benefit, the following definition applies:</p> <p>Hijacking means the unlawful seizure or wrongful exercise of control of a power unit occupied by the Insured Person, while the Insured</p>	<p>This Additional Benefit will be in or out.</p>

<p>Person is getting into, riding in, or getting out of and while under Dispatch.]</p>	
<p>[VEHICLE MODIFICATION BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Dismemberment Benefit or Paralysis Benefit, the Company will pay an additional benefit equal to the actual cost for modifications to his or her motor vehicle that are necessary to make it accessible or drivable, but only if such Injury requires the Insured Person to use a wheelchair. Benefits are not payable unless:</p> <ol style="list-style-type: none"> 1. the modifications are made by a person(s) experienced in such modifications and are recommended by an organization recognized for providing support and assistance to wheelchair users; and 2. proof sufficient to the Company is received by the Company, establishing eligibility for this benefit. <p>The maximum amount payable under this benefit will be the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 3% - 10% [ten thousand dollars (\$10,000)] The range is \$3,000 - \$25,000</p>
<p>[SEAT BELT BENEFIT If an Insured Person suffers an Injury directly resulting from an automobile Accident resulting in a Covered Loss payable under the Accidental Death Benefit or Survivor's Benefit, the Company will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum up to a maximum of [ten thousand dollars (\$10,000)], but only if the Insured Person was:</p> <ol style="list-style-type: none"> 1. operating or riding as a passenger in a motorized vehicle designed for use primarily on public roads; and 2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Accident. <p>The Insured Person's actual use of the seat belt or lap and shoulder restraints must be verified in the official law enforcement report of the Accident, through certification by the investigating officers; or by other reasonable proof, acceptable to the Company.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$25,000</p>
<p>[SPOUSE RETRAINING BENEFIT If an Insured Person suffers an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, the Company will pay an additional benefit to his or her Spouse for the actual cost of any state licensed professional or trade-training program in which the Spouse enrolls and completes, but only if the purpose of the program is to obtain an independent source of support and maintenance and the actual cost is incurred within [thirty (30)] months from the death of the Insured Person.</p> <p>The Spouse Retraining Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if the Spouse continues his or her training. Before this benefit is paid each year, proof acceptable to the Company must be received by the Company at such intervals as the Company may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[thirty (30)] The range is 1 - 180</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$20,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is</p>

	\$2,500 - \$30,000
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SECTION VII - LIMITS OF LIABILITY

<p>Limitation on Multiple Benefits. If an Insured Person can recover benefits under two or more of the Accidental Death Benefit, Accidental Dismemberment Benefit, [Coma Benefit] or the Accidental Paralysis Benefit as a result of the same Accident, the Company will pay only up to the highest applicable Principal Sum.</p>	[Coma Benefit] will be in or out
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SECTION VIII - GENERAL EXCLUSIONS AND LIMITATIONS

<p>This Policy does not cover any losses contributed to or caused by, in whole or in part, by any of the following:</p> <ol style="list-style-type: none"> 1. [suicide or any attempt at suicide; intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any Injury resulting from a provoked attack;] 2. [sickness, disease or infections of any kind, except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning [or routine and temporary non chronic sickness or illness such as a cold, cough, headache or nausea];] 3. [a Pre-existing Condition, until the Insured Person has been continuously covered under this Policy for [twelve (12)] consecutive months;] 4. [Occupational Cumulative Trauma or Cumulative Trauma and Repetitive Conditions, unless shown in the Schedule;] 5. [Occupational Disease, unless shown in the Schedule;] 6. [performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshoremen and Harbor Workers' Act, or similar coverage;] 7. [declared or undeclared war, or any act of declared or undeclared war;] 8. [full-time active duty in the armed forces of any country or international authority;] 9. [any Injury for which the Insured Person is entitled to benefits pursuant to any workers' compensation law or other similar legislation;] 10. [any loss insured by employers' liability insurance;] 11. [the Insured Person being intoxicated: <ol style="list-style-type: none"> a. the Insured Person is conclusively deemed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle when the Injury occurs; and b. an autopsy report from a licensed medical examiner, law enforcement officer reports or similar items will be considered proof of the Insured Person's intoxication;] 12. [the Insured Person being under the influence of any illegal substance, drug, narcotic, or hallucinogen, unless such drug, narcotic, or hallucinogen was prescribed by a Physician and taken in accordance with the prescribed dosage;] 13. [the Insured Person's commission of or attempt to commit a felony or a Class A misdemeanor;] 14. [travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is: <ol style="list-style-type: none"> a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; 	<p>Any combination of 1. – 16. may be in or out.</p> <p>If in: [twelve (12)] The range is 6 - 24</p>
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<p>b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or</p> <p>c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person;</p> <p>15. [skydiving, parasailing, hang-gliding, bungee-jumping [or any similar activity];] [or]</p> <p>16. [charges incurred for treatment of a covered Injury, when the Insured Person obtains compensation for the covered Injury from a Third Party].</p> <p>[INCARCERATION LIMITATION Benefits provided to an Insured Person will cease while the Insured Person is incarcerated in a penal facility. The benefit will resume, as if the benefits had been paid, subject to all Policy conditions, when the Insured Person is released from such facility.]</p>	<p>This will be in or out.</p>
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SECTION IX - CLAIM PROVISIONS

<p>NOTICE OF CLAIM Written notice of claim must be received by the Company within twenty (20) days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Zurich American Insurance Company Group Accident Claims Division, [P.O. Box 968041 Schaumburg, IL 60196] with information sufficient to identify the Insured Person, is deemed notice to the Company.</p>	<p>The Company's mailing address is variable in the event it changes.</p>
<p>SUNSET In no event shall benefits under this Policy be payable unless written Proof of Loss is received by the Company within [three (3) years] from the date of the Accident.</p>	<p>[three (3) years] The range is 3 - 10</p>
<p>[ARBITRATION] Any contest to a claim denial under this Policy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall occur at the offices of the American Arbitration Association nearest to the Insured Person or the person claiming to be the beneficiary. The arbitrator(s) shall not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured Person or the person claiming to be the beneficiary is a citizen of a state where the law does not allow binding arbitration in an insurance policy but only if this Policy is subject to its laws. In such a case, binding arbitration does not apply. [Non-binding arbitration is required and no legal action may be brought by the Insured Person, the beneficiary, or the Company until thirty (30) days after the arbitrator(s) issues a non-binding award.] This provision bars the institution of any individual or class action lawsuit brought by the Insured Person or the beneficiary.]</p>	<p>This provision will be in or out. If in:</p> <p>This will be in or out.</p>

SECTION X - GENERAL PROVISIONS

<p>POLICYHOLDER RECORDS The Policyholder will keep a record of the coverage, premium, beneficiary designation and other pertinent administrative information for each Insured Person which, if acceptable to the Company, shall be deemed to be a part of this Policy. The Company may examine these records at any reasonable time while the Policy is in force and for six (6) years after the termination of this Policy. The Policyholder</p>	
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<p>will report to the Company within a reasonable time all changes in information regarding an Insured Person. [The Policyholder shall indemnify the Company for any benefits or other payments that are caused in whole or in part by the Policyholder's negligence or error in performing the administration described herein.]</p>	<p>This will be in or out.</p>
<p>[MADE WHOLE DOCTRINE] The Company has the right to recover any and all first monies paid (or payable) to or on behalf of the Insured Person and to any and all claims of or on behalf of the Insured Person, to the extent of benefits paid by this Policy, and regardless of whether or not the beneficiary has been made whole. Made whole shall include first dollar recovery with no offset for attorneys' fees.]</p>	<p>This provision will be in or out.</p>
<p>[OFFSET DEBT] The Company will have, and may exercise at any time, the right to offset any balance or balances, whether on account of premiums or otherwise, due from the Policyholder to the Company against any balance or balances, whether on account of losses or otherwise, due from the Company to the Policyholder.]</p>	<p>This provision will be in or out.</p>
<p>[CLAIMS FOR WORKERS' COMPENSATION AND OTHER INSURANCE] No benefits shall be payable under this Policy for any loss for which the Insured Person claims or files for any workers' compensation, employers' liability, occupational disease or similar law or any other insurance until such claim or filing is approved or denied. Upon approval or denial, the Company shall determine its liability under this Policy. The Company reserves the right to recover, from the Insured Person, any benefits paid under this Policy that are subsequently paid for under any workers' compensation, employers' liability, occupational disease or similar law or any other insurance.]</p>	<p>This provision will be in or out.</p>
<p>[Workers' Compensation Indemnification. If an Insured Person is determined by a court of law or the appropriate state regulatory authority to be covered under workers' compensation insurance for a Covered Loss, any benefits for which the Insured Person is eligible under this Policy, are payable to the person who was determined to be the Insured Person's employer or such person's designee or assignee.]</p>	<p>This provision will be in or out.</p>

SECTION XI – IMPORTANT NOTICE

<p>The Insured Person may call [XXX-XXX-XXXX] to present inquiries or to obtain information about coverage or if they need assistance in resolving any complaints. Or, the Insured Person may write to Zurich American Insurance Company at their administrative offices at [XXXXXX].</p> <p>Should the Insured Person wish to contact the Arkansas Insurance Department for assistance, they may do so by calling [1-800-282-9134]. Or, the Insured Person may send written correspondence to the Arkansas Insurance Department at [1200 West Third Street, Little Rock, AR 72201-1904].</p>	<p>The appropriate telephone number will be inserted.</p> <p>The appropriate mailing address will be inserted.</p> <p>This is variable in the event of a change.</p> <p>This is variable in the event of a change.</p>
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[TRUCKERS][OCCUPATIONAL] ACCIDENT INSURANCE CERTIFICATE – U-OA-402-A AR (08/09)

Face Page

<p>[Truckers][Occupational] Accident Insurance Policy</p> <p>[BENEFITS ARE REDUCED UPON ATTAINMENT OF SPECIFIED AGES.]</p>	<p>[Truckers] will be in or out. [Occupational] will be in or out.</p> <p>This will be in or out.</p>
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<p>[1-888-889-5330]</p>	<p>This is variable in the event there is a change in the Company's telephone number.</p>
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SECTION I – SCHEDULE

<p>Policy Effective Date: [01/01/09]</p> <p>[Policy Period: [01/01/09] to [01/01/10]]</p> <p>[Policy] Premium Due Date: [01/01/09]</p> <p>Policy Number: [XXXXXX-XX]</p> <p>Your Premium: [\$0.00]</p> <p>Policyholder: [Name of Trucking Company] [Address] [City, State, Zip]</p>	<p>Policy Effective Date will be inserted.</p> <p>This will be in or out. If in, the effective date and expiration date will be inserted.</p> <p>[Policy] will be in or out. Premium Due Date will be inserted.</p> <p>Policy number will be inserted.</p> <p>Premium will be inserted.</p> <p>Name of the Policyholder will be inserted. Policyholder's address will be inserted. Policyholder's City, State and Zip will be inserted.</p>
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Benefits Summary

			<p><u>The Policyholder has the option to exclude benefits for Non-Occupational Accidents/Injuries. If excluded, each bracketed Non-Occupational Accident/Injury benefit will indicate "N/A". If included, the corresponding Non-Occupational Accident/Injury benefit amount will be listed.</u></p>
	<p>Occupational Injuries</p> <hr/>	<p>Non-Occupational Injuries</p> <hr/>	
<p>Accidental Death Benefit: Principal Sum*</p>	<p>[\$50,000.00]</p>	<p>[\$7,500.00]</p>	<p>[\$50,000] The range is \$5,000 - \$500,000 [\$7,500] The ranges is \$2,500 - \$500,000</p>
<p>Commencement Period</p>	<p>[365 days]</p>	<p>[365 days]</p>	<p>[365] The range is 365 – 1,095 for both</p>
<p>Survivor's Benefit: Principal Sum*</p>	<p>[\$175,000.00]</p>	<p>[\$7,500.00]</p>	<p>[\$175,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000</p>
<p>Monthly Benefit Percentage of Principal Sum</p>	<p>[1.0%]</p>	<p>[1.0%]</p>	<p>[1.0%] The range is 40.5% - 10% for both</p>
<p>Monthly Benefit Amount</p>	<p>[\$1,750.00]</p>	<p>[\$1,750.00]</p>	<p>[\$1,750] The range is \$50 - \$50,000 [\$1,750] The range is \$25 - \$50,000</p>

	Occupational Injuries	Non-Occupational Injuries	
Accidental Dismemberment Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accidental Paralysis Benefit:			
Principal Sum*	[\$225,000.00]	[\$7,500.00]	[\$225,000] The range is \$5,000 - \$500,000 [\$7,500] The range is \$2,500 - \$500,000
Commencement Period	[365 days]	[365 days]	[365] The range is 365 – 1,095 for both
Accident Medical Expense Benefit:			
Commencement Period	[90 days]	[90 days]	[90] The range is 90 – 365 for both
Deductible Amount	[\$0.00]	[\$0.00]	[\$0.00] The range is \$0 - \$5,000 for both
Maximum Benefit Amount	[\$1,000,000.00]	[\$5,000.00]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$5,000] The range is \$2,500 - \$1,000,000
Maximum Benefit Period	[104 weeks]	[52 weeks]	[104] The range is 52 – 260 [52] The range is 52 – 260
Dental Benefit Maximum	[\$2,500.00]	[\$1,000.00]	[\$2,500] The range is \$1,000 - \$20,000 <u>1,000,000</u>
Lifetime Maximum Benefit Amount	[\$1,000,000.00]	[\$10,000.00]	[\$1,000] The range is \$1,000 - \$20,000 <u>1,000,000</u>
Physical, Occupational, or Work Hardening Therapies	To a maximum combined [36] visits	[N/A]	[\$1,000,000] The range is \$150,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$500,000 [36] The range is 0 – 100 [N/A] The range is either N/A or the same as for Occupational Injuries
Ambulance for Medically Necessary Services	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] round trip to and from a Hospital to a Maximum of [\$10,000.00] per Accident	[1] The range is 1 – 5 for both
Acupuncture Care and Chiropractic Care	[\$1,000.00] per Injury	[N/A]	[\$10,000] The range is \$1,000-\$25,000 for both [\$1,000] The range is \$1,000 - \$25,000 <u>[N/A] The range is either N/A or the same as for Occupational Injuries</u>
[Hernia Coverage]	[\$10,000.00]	N/A	[Hernia Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$25,000 <u>1,000,000</u>
[Hemorrhoid Coverage]	[\$10,000.00]	N/A	[Hemorrhoid Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$25,000 <u>1,000,000</u>
Mental and Nervous or Depressive Condition	1 visit per day to a maximum of [\$25.00] per visit and [20] visits per Accident	[N/A]	[Hemorrhoid Coverage] will be in or out. If in: [\$10,000] The range is \$1,000 - \$25,000 <u>1,000,000</u>
[Occupational Cumulative Trauma]	[\$20,000.00]	N/A	[\$25] The range is \$25 - \$100 [20] The range is 10 - 100 <u>[N/A] The range is either N/A or the same as for</u>

	Occupational Injuries	Non-Occupational Injuries	<u>Occupational Injuries</u>
[Occupational Disease]	[\$20,000.00]	N/A	[Occupational Cumulative Trauma] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
Temporary Total Disability Benefit:			
Commencement Period	[90 days]	[90 days]	[Occupational Disease] will be in or out. If in: [\$20,000] The range is \$10,000 - \$1,000,000
Waiting Period	[7 days]	[7 days]	
Benefit Percentage	[70.0%]	[70.0%]	[90 days] The range is 90 – 365 for both
Minimum Weekly Benefit Amount	[\$125.00]	[\$125.00]	[7 days] The range is 0 – 30 for both
Maximum Weekly Benefit Amount	[\$500.00]	[\$500.00]	[70.0%] The range is 60% - 80% for both
Maximum Benefit Period**	[104 weeks]	[12 weeks]	[\$125] The range is \$125 - \$250 500 [\$125] The range is \$50 - \$250 500
[Maximum Benefit Period for Hernia]	[90 days]	N/A	[\$500] The range is \$250 - \$1,000 [\$500] The range is \$50 - \$1,000
[Maximum Benefit Period for Hemorrhoid]	[90 days]	N/A	[104 weeks] The range is 52 – 260 [12 weeks] The range is 0 – 104
[Maximum Benefit Period for Occupational Cumulative Trauma]	[90 days]	N/A	[90 days] The range is 30 – 365 730
[Maximum Benefit Period for Occupational Disease]	[90 days]	N/A	[90 days] The range is 30 – 365 730
Continuous Total Disability Benefit: ***			
Waiting Period	[equals Maximum Benefit Period for Temporary Total Disability]	N/A	[90 days] The range is 90 - 365 730
Benefit Percentage	[70.0%]	N/A	[equals Maximum Benefit Period for Temporary Total Disability] will be in or out.
Minimum Weekly Benefit Amount	[\$50.00]	N/A	
Maximum Weekly Benefit Amount	[\$500.00]	N/A	[70.0%] The range is 60% - 80%
Maximum Benefit Amount	[\$300,000.00]	N/A	[\$50] The range is \$50 - \$250
Maximum Benefit Period	Up to age 70, but not beyond full Social Security retirement age	N/A	[\$500] The range is \$250 - \$1,000
			[\$300,000] The range is \$200,000 - \$4 2,000,000

	Occupational Injuries	Non- Occupational Injuries	
Additional Benefits:			
[Return of Remains Benefit]	[Refer to SECTION VI]	N/A	
[Non-Medical Repatriation Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[After School Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Coma Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Critical Burn Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Day Care Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Felonious Assault Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Higher Education Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Hijacking Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Vehicle Modification Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Seat Belt Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
[Spouse Retraining Benefit]	[Refer to SECTION VI]	N/A	This Additional Benefit will be in or out.
Limits of Liability:			
Combined Single Limit of Liability	[\$1,000,000.00]	[\$10,000.00]	This Additional Benefit will be in or out.
Aggregate Limit of Liability	[\$2,000,000.00]	[\$15,000.00]	[\$1,000,000] The range is \$500,000-\$5,000,000 [\$10,000] The range is \$2,500 - \$1,000,000
Sub Limits of Liability:			
Combined Single Limit of Liability for:			[\$2,000,000] The range is \$500,000-\$5,000,000 [\$15,000] The range is \$2,500 - \$1,000,000
<u>[Pre-Existing Condition]</u>	<u>[\$10,000.00]</u>	<u>N/A</u>	<u>The Sub Limits of Liability will be in or out. If in, any of the following may be in or out:</u>
[Hernia]	[\$20,000.00]	N/A	<u>If in, it will be added to the Benefits Summary in the Policy; and</u>
[Hemorrhoid]	[\$20,000.00]	N/A	<u>[\$10,000] The range is \$1,000 - \$1,000,000;</u>
[Occupational	[\$50,000.00]	N/A	[\$20,000] The range is \$1,000 -

<p>Disease]</p> <p>[Occupational Cumulative Trauma]</p> <p>[\$50,000.00] N/A</p>	<p>\$25,000<u>1,000,000</u></p> <p>[\$20,000] The range is \$1,000 - \$25,000<u>1,000,000</u></p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p> <p>[\$50,000] The range is \$10,000 - \$1,000,000</p>														
<p>* Starting at age [65], the Principal Sum shall be based on the following schedule:</p> <table border="1" data-bbox="178 504 876 1050"> <thead> <tr> <th>Age at Date of Loss</th> <th>Percent of Principal Sum</th> </tr> </thead> <tbody> <tr> <td>[65]</td> <td>[80%]</td> </tr> <tr> <td>[66]</td> <td>[60%]</td> </tr> <tr> <td>[67]</td> <td>[40%]</td> </tr> <tr> <td>[68]</td> <td>[20%]</td> </tr> <tr> <td>[69]</td> <td>[15%]</td> </tr> <tr> <td>[70 and over]</td> <td>[10%]</td> </tr> </tbody> </table>	Age at Date of Loss	Percent of Principal Sum	[65]	[80%]	[66]	[60%]	[67]	[40%]	[68]	[20%]	[69]	[15%]	[70 and over]	[10%]	<p>[65] The range is 65 - 70<u>75</u></p> <p>[65] The range is 65 – 70<u>75</u> [80%] The range is 80% - 100%</p> <p>[66] The range is 66 – 74<u>76</u> [60%] The range is 60% - 100%</p> <p>[67] The range is 67 – 72<u>77</u> [40%] The range is 40% - 100%</p> <p>[68] The range is 68 – 73<u>78</u> [20%] The range is 20% - 100%</p> <p>[69] The range is 69 – 74<u>79</u> [15%] The range is 15% - 100%</p> <p>[70 and over] The range is 75-80 and over [10%] The range is 10% - 100%</p>
Age at Date of Loss	Percent of Principal Sum														
[65]	[80%]														
[66]	[60%]														
[67]	[40%]														
[68]	[20%]														
[69]	[15%]														
[70 and over]	[10%]														
<p>** If You suffer an Injury at or after age [70], the Maximum Benefit Period shall be [one (1) year].</p>	<p>[70] The range is 70 – 75 [one (1) year] The range is 1 - 3</p>														

SECTION II – GENERAL DEFINITIONS

<p>Actively at Work means under Dispatch for at least [30] hours each week.</p>	<p>[30] The range is 15 - 30</p>
<p>Contract Driver means an individual who:</p> <ol style="list-style-type: none"> 8. [has a valid and current commercial driver's license on the effective date of enrollment;] 9. [is authorized by an Owner/Operator to operate a power unit owned or leased by an Owner/Operator and must neither own nor lease the power unit;] 10. [is compensated on a basis other than time expended in the performance of work;] 11. [is responsible for determining the route and time for Assignment;] 12. [has the principal duty to operate the power unit;] 13. [is classified as an independent contractor by the Policyholder and the Owner/Operator who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose, [unless workers' compensation coverage is not mandatory for such person as an employee of either the Policyholder or Owner/Operator];] and 14. [receives for federal income tax reporting purposes a 1099 and not a W-2]. 	<p>Any combination of 1. – 7. will be in or out.</p>

<p>Dependent Child(ren) means Your unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the date of the final decree of adoption, who are:</p> <ol style="list-style-type: none"> 1. under age 19 or under age 23 if he or she [:] [(a)] is enrolled in accredited institution of higher learning on a full-time basis, [and (b) relies on You for more than 50% of his or her support and is taken as a dependent on Your Federal Income Tax Return]; or 2. incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on You for support and maintenance as defined herein 	<p>(a) will be in or out (b) will be in or out</p>
<p>Dispatch means the time during which You are on Assignment or You are performing tasks prior to or after an Assignment to prepare the contracted vehicle for a current or future Assignment. Dispatch must be authorized by the Policyholder and includes the following:</p> <ol style="list-style-type: none"> 1. in route to pick up a load; 2. picking up a load; 3. in route to delivering a load; 4. unloading a load; 5. the waiting time for a load; 6. returning from delivering a load; 7. in route to, returning from or performing a pre-trip inspection as required by a recognized governmental agency and/or the contracted motor carrier; 8. [while performing vehicle maintenance or repairs on the contracted vehicle during any of the foregoing times; and] 9. [while performing verifiable vehicle maintenance or repairs on the contracted vehicle; and] 10. performing activities to comply with federal or state laws or to satisfy contracted motor carrier requirements. 	<p>8. will be in or out. 9. will be in or out.</p>
<p>Owner/Operator means an individual who leases to or from the Policyholder and:</p> <ol style="list-style-type: none"> 1. [has a valid and current commercial driver's license on the effective date of enrollment;] 2. [owns or leases a power unit;] 3. [is responsible for the maintenance and operating costs of the power unit, including, but not limited to fuel, repairs and supplies;] 4. [is compensated on a basis other than time expended in the performance of work;] 5. [is responsible for determining the route and time for Assignment;] 6. [has the right to select or reject the load;] 7. [has a written contract or Assignment from the Policyholder and is classified as an independent contractor by the Policyholder and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;] and 8. [receives for federal income tax reporting purposes a 1099 not a W-2]. 	<p>Any combination of 1. – 8. will be in or out.</p>
<p>Policy means the [Truckers][Occupational] Accident Insurance Policy issued to the Policyholder.</p>	<p>[Truckers] will be in or out. [Occupational] will be in or out.</p>
<p>Waiting Period means the consecutive number of days You must be Temporarily Totally Disabled or Continuously Totally Disabled before benefits become payable under the Policy. Temporary Total Disability Benefits and Continuous Total Disability Benefits are[not] retroactive to the first day of disability. The Waiting Period is</p>	<p>[not] will be in or out.</p>

shown in the Schedule .	
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SECTION III – EFFECTIVE DATES AND TERMINATION DATES

<p>Policy Effective and Termination Dates</p> <p>2. Policy Termination Date. The Policy will terminate at 12:01 A.M. Standard Time at the Policyholder's address on the earliest of:</p> <ul style="list-style-type: none"> a. the Policy Premium Due Date shown in the Schedule, subject to the Policy Grace Period set forth in Section IV of the Policy; b. the date specified in the written notice of Our intent to terminate the Policy, which will be at least [thirty (30)] days after the date We send such notice to the Policyholder's last known recorded address; c. the date specified in the written notice of the Policyholder's intent to terminate the Policy, which will be at least [thirty (30)]days after the date the Policyholder sends such notice to Us; or d. at the expiration of the Policy Period. 	<p>[thirty (30)] The range is 30 – 90</p> <p>[thirty (30)] The range is 30 - 90</p>
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SECTION IV - PREMIUMS

<p>PREMIUMS</p> <p>Premiums are payable to Us in the amount shown in the Schedule. We may change the required premiums due by giving the Policyholder at least [sixty (60) days] advance written notice. We may change the required premiums as a condition of any renewal of the Policy. We may also change the required premiums at any time when any change affecting premiums is made in the Policy.</p> <p>We may re-underwrite and may change the terms and conditions of the Policy including the premium rate on the date when the number of Insured Persons under the Policy exceeds or is less than the number of Insured Persons in the prior month by [fifteen percent (15%)] or more. The Policyholder shall provide Us with written notice of such increase or decrease in the number of Insured Persons at least [thirty (30) days] prior to the effective date of such change.</p>	<p>[sixty (60) days] The range is 30 - 90</p> <p>[fifteen percent (15%)] The range is 15% - 100%</p> <p>[thirty (30) days] The range is 30 - 90</p>
<p>PLAN AND EXPOSURE CHANGES</p> <p>The Policyholder must notify Us of any subsidiary or affiliated company that is to be covered under the Policy. Such notice must be sent within [thirty (30) days] of the acquisition of such subsidiary or affiliated company. If such notice is not provided, the newly acquired entity will not be considered a part of the Policyholder and the owner/operators or contract drivers will not be Insured Persons until the date that notice is provided. We have the right to decline coverage or adjust premium based on the changing exposure.</p>	<p>[thirty (30) days] The range is 30 - 90</p>
<p>YOUR GRACE PERIOD</p> <p>A grace period of [thirty-one (31) days] will be provided for the payment of Your Premium due after the first premium. Your coverage will not be terminated for non-payment of premium during this grace period if You pay the premium due by the last day of this grace period. Your coverage will terminate if the full amount of the premium due is not paid by the last day of this grace period.</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>
<p>POLICY GRACE PERIOD</p> <p>A grace period of [thirty-one (31)] days will be provided for the payment of any premium due after the first premium. The Policy will not be terminated for nonpayment of premium during this grace period if the Policyholder pays all premiums due by the last day of this grace</p>	<p>[thirty-one (31) days] The range is 31 - 90</p>

period. The **Policy** will terminate on the premium due date if all premiums due are not paid by the last day of this grace period. No Policy Grace Period will be provided if **We** receive notice to terminate the **Policy** prior to a premium due date.

SECTION V - BENEFITS

ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury to You** results in any one of the **Losses** specified below within the **Commencement Period**, **We** will pay the Percentage of the **Principal Sum** shown below:

<u>For Loss of:</u>	<u>Percentage of the Principal Sum</u>	
Both Hands or Both Feet	[100%]	[100%] The range is 50% - 100%
Sight of Both Eyes	[100%]	[100%] The range is 50% - 100%
One Hand and One Foot	[100%]	[100%] The range is 50% - 100%
One Hand and the Sight of One Eye	[100%]	[100%] The range is 50% - 100%
One Foot and the Sight of One Eye	[100%]	[100%] The range is 50% - 100%
One Hand or One Foot	[50%]	[50%] The range is 50% - 100%
Sight of One Eye	[50%]	[50%] The range is 50% - 100%
Thumb and Index Finger of Same Hand	[25%]	[25%] The range is 25% - 100%
Speech and Hearing	[50%]	[50%] The range is 25% - 100%
Speech or Hearing	[25%]	[25%] The range is 25% - 100%

PARALYSIS BENEFIT

If **Injury to You** results in any Type of Paralysis specified below within the **Commencement Period**, **We** will pay the Percentage of the **Principal Sum** shown below:

<u>Type of Paralysis:</u>	<u>Percentage of the Principal Sum</u>	
Quadriplegia	[100%]	[100%] The range is 50% - 100%
Paraplegia	[75%]	[75%] The range is 25% - 100%
Hemiplegia	[50%]	[50%] The range is 25% - 100%
Uniplegia	[25%]	[25%] The range is 25% - 100%

TEMPORARY TOTAL DISABILITY BENEFIT

If **Injury to You** results in **Temporary Total Disability** within the **Commencement Period** and **You** are under age [70] on the day the **Temporary Total Disability** begins, **We** will pay the following amount, after the **Waiting Period**:

For this benefit, the following definitions apply:

Average Weekly Earnings means:

- [for **Owner/Operators**:
 [Thirty-three percent (33%)] of the gross income **You** received, less fuel surcharges, in the twelve (12) weeks prior to the **Injury**, divided by twelve (12). If **You** worked less than twelve (12) weeks prior to the **Injury**, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. **You** will have to produce proof of the number of weeks worked, if **You** worked less than twelve (12) weeks. If **You** sustains an **Injury** within seven (7) days of **Your** contract date with the **Policyholder**, **We** will use [thirty-three percent (33%)] of the average gross income received by other **Insured Persons** who are contracted within the last three (3) months prior to the **Injury**. If **You** and/or the **Policyholder** are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the **Injury**, then we will use [thirty-three percent (33%)] of the gross income **You** received in the prior year as shown on **Your** federal

This will be in or out. If in:
 [Thirty-three percent (33%)] The range is 25% - 75%

 [Thirty-three percent (33%)] The range is 25% - 75%

 [Thirty-three percent (33%)] The range is 25% - 75%

 [Thirty-three percent (33%)] The range is 25% - 75%

<p>income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation.]</p> <p>2. [for Contract Drivers: [Seventy-five percent (75%)] of the gross income You received in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [seventy-five percent (75%)] of the average gross income received by other Insured Persons who were contracted within the last three (3) months prior to the Injury. If You and/or the Policyholder is unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [seventy-five percent (75%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation provided You were not an Owner/Operator. If You were an Owner/Operator, then We will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit Amount. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p> <p>Temporary Total Disability or Temporarily Totally Disabled means disability that:</p> <p>2. prevents You from performing the Material and Substantial Duties of Your occupation [as a commercial truck driver];</p>	<p>This will be in or out. If in: [Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p> <p>[as a commercial truck driver] will be in or out.</p>
<p>CONTINUOUS TOTAL DISABILITY BENEFIT</p> <p>If Injury to You resulting in Temporary Total Disability subsequently results in Continuous Total Disability, We will pay the following, after the Waiting Period:</p> <p>1. for each month of a Continuous Total Disability, the Continuous Total Disability Benefit is four and three-tenths (4.3) times the Weekly Benefit Amount for Temporary Total Disability; or</p> <p>2. for less than a full Benefit Week of Continuous Total Disability, the Continuous Total Disability Benefit is one seventh (1/7) of the Weekly Benefit Amount for each day of Continuous Total Disability, but only if:</p> <p>a. Temporary Total Disability Benefits ceased solely because the Maximum Benefit Period has been reached, but the Insured Person remains disabled;</p> <p>b. the Insured Person is not within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration, on the day after the Maximum Benefit Period for Temporary Total Disability has been reached;</p> <p>c. the Insured Person has been granted a Social Security disability award for his or her disability (if the Insured Person cannot meet the credit requirement for a Social Security disability award he or she cannot qualify for the Continuous Total Disability Benefit even if he or she would otherwise qualify);</p> <p>d. the Insured Person's disability is reasonably expected to continue without interruption until he or she dies and is</p>	

<p>substantiated by objective medical evidence satisfactory to the Company;</p> <p>e. the Injury resulting in a Continuous Total Disability occurred before the Insured Person is within six (6) months or less of attaining their full Social Security retirement age, as defined by the United States Social Security Administration; [and]</p> <p>f. the Injury began within the Commencement Period [.] [; and]</p> <p>g. [the Temporary Total Disability was not principally due to a Mental and Nervous or Depressive Condition.]</p> <p>For this benefit, the following definitions apply: Average Weekly Earnings will be calculated as follows:</p> <p>1. [for Owner/Operators: [Thirty-three percent (33%)] of the gross income You received, less fuel surcharges, in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [thirty-three percent (33%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [thirty-three percent (33%)] of the average gross income received by other Insured Persons who were contracted within the last three (3) months prior to the Injury. If You and/or the Policyholder are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [thirty-three percent (33%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation.]</p> <p>2. [for Contract Drivers: [Seventy-five percent (75%)] of the gross income You received in the twelve (12) weeks prior to the Injury, divided by twelve (12). If You worked less than twelve (12) weeks prior to the Injury, then [seventy-five percent (75%)] of the gross income received, divided by the number of weeks worked. You will have to produce proof of the number of weeks worked, if You worked less than twelve (12) weeks. If You sustain an Injury within seven (7) days of Your contract date with the Policyholder, We will use [seventy-five percent (75%)] of the average gross income received by the other Insured Persons, who were contracted within the last three (3) months prior to the covered Injury. If You and/or the Policyholder are unwilling or unable to produce any evidence of the gross income received in the twelve (12) weeks prior to the Injury, then We will use [seventy-five percent (75%)] of the gross income You received in the prior year as shown on Your federal income tax return with schedules or 1099s, divided by fifty-two (52), regardless of Your prior occupation provided You were not an Owner/Operator. If You were an Owner/Operator, then We will use 33% of the gross income.]</p> <p>Weekly Benefit Amount means the lesser of [seventy percent (70%)] of the Average Weekly Earnings or the Maximum Weekly Benefit. In no event will the Weekly Benefit Amount be less than the Minimum Weekly Benefit Amount.</p>	<p>g. will be in or out</p> <p>This will be in or out. If in: [Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>[Thirty-three percent (33%)] The range is 25% - 75%</p> <p>This will be in or out. If in: [Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[Seventy-five percent (75%)] The range is 25% - 75%</p> <p>[seventy percent (70%)] The range is 60% - 80%</p>
<p>ACCIDENT MEDICAL EXPENSE BENEFIT</p> <p>Home Health Care means nursing care and treatment of You in Your</p>	

<p>home as part of a treatment plan prescribed by the attending Physician, which is provided by a Hospital or agency certified to provide such services, but only if it:</p> <ol style="list-style-type: none"> 1. begins within [seven (7)] days after discharge from a Hospital; and 2. follows a Hospital confinement of [five (5)] days or more. <p>Usual and Customary Charge(s) means an amount(s) that:</p> <ol style="list-style-type: none"> 1. does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a Hospital room and board charge other than for stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board [or the fee set by the workers' compensation insurance fee schedule, if applicable]; and 2. does not include charges that would not have been made if no insurance existed; and 3. does not exceed the cost of a generic drug, if available. We will only pay up to [seventy-five percent (75%)] of a non-generic drug if a generic drug is available]. <p>ACCIDENT MEDICAL EXPENSE BENEFIT EXCLUSIONS In addition to the General Exclusions and Limitations in Section VIII of the Policy, Medically Necessary Services or Charges do not include expenses for or resulting from any of the following:</p> <ol style="list-style-type: none"> 9. any expenses covered by [Medicare, Medicaid,] a Third Party [or any other insurance]; 13. an Extended Care Facility stay that does not follow a Hospital confinement of [five (5)] days or more; 	<p>[seven (7)] The range is 1 - 30</p> <p>[five (5)] The range is 1 – 30</p> <p>[seventy-five percent (75%)] The range is 25% - 100%</p> <p>[Medicare, Medicaid,] will be in or out [or any other insurance] will be in or out</p> <p>[five (5)] The range is 1 - 10</p>
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SECTION VI - ADDITIONAL BENEFITS

<p>[RETURN OF REMAINS BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay for the transport of Your body or remains (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of Your body or remains to Your county of residence. We must be contacted prior to the transportation of Your body or remains and We must pre-authorize the transportation for coverage to apply. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[NON-MEDICAL REPATRIATION BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accident Medical Expense Benefit and have sufficiently recovered to travel in a regularly scheduled economy class air flight, commercial bus or train and without special medical equipment or personnel with a minimal risk to Your health, We will pay for the return to Your principal residence. We must be contacted prior to the transport and We must agree to the travel itinerary for coverage to apply. This benefit is subject to the prior recommendation of the attending Physician. The maximum amount payable under this benefit is [one thousand dollars (\$1,000)].</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one thousand dollars (\$1,000)] The range is \$250 - \$2,500</p>
<p>[AFTER SCHOOL CARE BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit for after school care to the individual who incurs the expense on behalf of each Dependent Child who is [ten (10)] years old or less, up to a maximum</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten (10)] The range is 3 - 16</p>

<p>of the lesser of:</p> <ol style="list-style-type: none"> [two percent (2%)] of the applicable Principal Sum paid under the Accidental Death Benefit per year; or [two thousand dollars (\$2,000)] per year. <p>The after school care provider may not be an Immediate Family Member and written proof acceptable to Us must be received by Us at such intervals as We may reasonably require, to establish continued eligibility for this benefit.</p> <p>This benefit will be paid each year for [four (4)] consecutive years if the Dependent Child is under age [ten (10)] at the time of each payment.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>[two percent (2%)] The range will be 1% - 3% [two thousand dollars (\$2,000)] The range will be \$1,500 - \$5,000</p> <p>[four (4)] The range will be 1 - 8 [ten (10)] The range will be 3 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$4,000 - \$12,000</p>
<p>[COMA BENEFIT] If You suffer an Injury resulting in a Covered Loss and within three hundred sixty five (365) days of the Accident which caused such Injury, such Injury causes You to be in a Coma for at least thirty-one (31) consecutive days, We will pay an additional benefit equal to [one percent (1%)] of the Principal Sum for such Injury, and such amount will be paid each month You remain in a Coma following the initial thirty-one (31) day period. At the end of eleven (11) months of payment, if You remain in a Coma, We will pay a lump sum benefit equal to the Principal Sum payable under the Accidental Death Benefit less the amount of the eleven (11) months of benefit already received.</p> <p>The Coma Benefit will end on the earliest of the following:</p> <ol style="list-style-type: none"> the date You are no longer in the Coma; or the date You have received a Coma Benefit for eleven (11) months. <p>We may require receipt of written proof, at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>For this benefit, the following definition applies:</p> <p>Coma means a condition determined as such by Our duly licensed Physician.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[one percent (1%)] The range is 1% - 5%</p>
<p>[CRITICAL BURN BENEFIT] If You suffer an Injury resulting in a Covered Loss, We will pay an additional benefit equal to the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)], but only if You:</p> <ol style="list-style-type: none"> suffered second degree or higher burns over [twenty-five percent (25%)] of Your body; and have undergone reconstructive surgery to treat the burned areas of Your body within three hundred sixty-five (365) days of the occurrence of the Accident that caused the Injury.] 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$30,000</p> <p>[twenty-five percent (25%)] The range is 10% - 50%</p>
<p>[DAY CARE BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit for day care expenses to the individual who incurs the expense for each Dependent Child if:</p>	<p>This Additional Benefit will be in or out. If in:</p>

<p>1. on the date of the Accident, the Dependent Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within [ninety (90)] days from the date of loss; and</p> <p>2. the Dependent Child is under age [thirteen (13)].</p> <p>The Day Care Benefit will be equal to the lesser of:</p> <ol style="list-style-type: none"> the actual cost of the day care; [three percent (3)%] of the Principal Sum; or [three thousand dollars (\$3,000)]; <p>and will be paid annually for [four (4)] consecutive years if:</p> <ol style="list-style-type: none"> the Dependent Child is under age [thirteen (13)] at the time of each annual payment; and written proof acceptable to Us is received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit. <p>For this benefit, the following definition applies:</p> <p>Accredited Child Care Facility means a properly licensed childcare facility that operates pursuant to state and local laws and has a Tax Identification Number issued by the Internal Revenue Service.</p> <p>Accredited Child Care Facility does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.</p> <p>[The maximum amount payable under this benefit for all children combined is [eight thousand dollars (\$8,000)].]</p>	<p>[ninety (90)] The range is 30 - 180 [thirteen (13)] The range is 1 - 16</p> <p>[three percent (3)%] The range is 1% - 5% [three thousand dollars (\$3,000)] The range is \$1,000 - \$6,000 [four (4)] The range is 1 - 8 [thirteen (13)] The range is 1 - 16</p> <p>This will be in or out. If in: [eight thousand dollars (\$8,000)] The range is \$1,000 - \$20,000</p>
<p>[FELONIOUS ASSAULT BENEFIT] If You suffer an Injury resulting in a Covered Loss for an Occupational Injury payable under the Accidental Death Benefit, Accidental Dismemberment Benefit or Paralysis Benefit as a result of a Felonious Assault by someone other than Yourself, You or an Immediate Family Member or Household Member, We will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum, but only if:</p> <ol style="list-style-type: none"> the Felonious Assault occurs while You are under Dispatch; and the crime directly involves the Policyholder's or Your funds or assets. <p>For this benefit, the following definition applies:</p> <p>Felonious Assault means the crimes or attempted crimes of robbery, theft, hold-up or kidnapping.]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25%</p>
<p>[HIGHER EDUCATION BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay a benefit for higher education expenses to the individual who incurs the expense for each Dependent Child, but only if on the date of the Accident, the Dependent Child:</p> <ol style="list-style-type: none"> is enrolled as a full-time student in an accredited college, university or trade school; or is at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the Accident. 	<p>This Additional Benefit will be in or out. If in:</p>

<p>The Higher Education Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if the Dependent Child continues his or her education. Before this benefit is paid each year, proof acceptable to Us must be received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit for all Dependent Child(ren) combined is [twenty thousand dollars (\$20,000)].]</p>	<p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$10,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$10,000 - \$30,000</p>
<p>[HIJACKING BENEFIT] The exclusion for war or any acts of war whether declared or undeclared as found in Section VIII General Exclusions and Limitations of the Policy is modified and an Injury directly resulting from a Hijacking or any attempt at any Hijacking is covered under the Policy.</p> <p>This benefit will continue beyond the actual Hijacking while You are:</p> <ol style="list-style-type: none"> 1. subject to the control of the person(s) making the Hijacking; and 2. traveling directly to Your home or original destination. <p>For this benefit, the following definition applies:</p> <p>Hijacking means the unlawful seizure or wrongful exercise of control of a power unit occupied by You, while You are getting into, riding in, or getting out of and while under Dispatch.]</p>	<p>This Additional Benefit will be in or out.</p>
<p>[VEHICLE MODIFICATION BENEFIT] If You suffer an Injury resulting in a Covered Loss payable under the Accidental Dismemberment Benefit or Paralysis Benefit, We will pay an additional benefit equal to the actual cost for modifications to Your motor vehicle that are necessary to make it accessible or drivable, but only if such Injury requires You to use a wheelchair. Benefits are not payable unless:</p> <ol style="list-style-type: none"> 1. the modifications are made by a person(s) experienced in such modifications and are recommended by an organization recognized for providing support and assistance to wheelchair users; and 2. proof sufficient to Us is received by Us, establishing eligibility for this benefit. <p>The maximum amount payable under this benefit will be the lesser of [ten percent (10%)] of the Principal Sum or [ten thousand dollars (\$10,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 3% - 10% [ten thousand dollars (\$10,000)] The range is \$3,000 - \$25,000</p>
<p>[SEAT BELT BENEFIT] If You suffer an Injury directly resulting from an automobile Accident resulting in a Covered Loss payable under the Accidental Death Benefit or Survivor's Benefit, We will pay an additional benefit equal to [ten percent (10%)] of the Principal Sum up to a maximum of [ten thousand dollars (\$10,000)], but only if You were:</p> <ol style="list-style-type: none"> 1. operating or riding as a passenger in a motorized vehicle designed for use primarily on public roads; and 2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Accident. 	<p>This Additional Benefit will be in or out. If in:</p> <p>[ten percent (10%)] The range is 5% - 25% [ten thousand dollars (\$10,000)] The range is \$5,000 - \$25,000</p>

<p>Your actual use of the seat belt or lap and shoulder restraints must be verified in the official law enforcement report of the Accident, through certification by the investigating officers; or by other reasonable proof, acceptable to Us.]</p>	
<p>[SPOUSE RETRAINING BENEFIT If You suffer an Injury resulting in a Covered Loss payable under the Accidental Death Benefit, We will pay an additional benefit to Your Spouse for the actual cost of any state licensed professional or trade-training program in which Your Spouse enrolls and completes, but only if the purpose of the program is to obtain an independent source of support and maintenance and the actual cost is incurred within [thirty (30)] months from Your death.</p> <p>The Spouse Retraining Benefit will be equal to [five percent (5%)] of the Principal Sum, subject to a maximum of [five thousand dollars (\$5,000)]. This amount will be paid annually for [four (4)] consecutive years if Your Spouse continues his or her training. Before this benefit is paid each year, proof acceptable to Us must be received by Us at such intervals as We may reasonably require, establishing continued eligibility for this benefit.</p> <p>[The maximum amount payable under this benefit is [twenty thousand dollars (\$20,000)].]</p>	<p>This Additional Benefit will be in or out. If in:</p> <p>[thirty (30)] The range is 1 - 180</p> <p>[five percent (5%)] The range is 3% - 10% [five thousand dollars (\$5,000)] The range is \$2,500 - \$20,000 [four (4)] The range is 1 - 6</p> <p>This will be in or out. If in: [twenty thousand dollars (\$20,000)] The range is \$2,500 - \$30,000</p>

SECTION VII - LIMITS OF LIABILITY

<p>Limitation on Multiple Benefits. If You can recover benefits under two or more of the Accidental Death Benefit, Accidental Dismemberment Benefit, [Coma Benefit] or the Accidental Paralysis Benefit as a result of the same Accident, We will pay only up to the highest applicable Principal Sum.</p>	<p>[Coma Benefit] will be in or out</p>
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SECTION VIII - GENERAL EXCLUSIONS AND LIMITATIONS

<p>The Policy does not cover any losses contributed to or caused by, in whole or in part, by any of the following:</p> <ol style="list-style-type: none"> 1. [suicide or any attempt at suicide; intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or any Injury resulting from a provoked attack;] 2. [sickness, disease or infections of any kind, except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning [or routine and temporary non chronic sickness or illness such as a cold, cough, headache or nausea];] 3. [a Pre-existing Condition, until You have been continuously covered under the Policy for [twelve (12)] consecutive months;] 4. [Occupational Cumulative Trauma or Cumulative Trauma and Repetitive Conditions, unless shown in the Schedule;] 5. [Occupational Disease, unless shown in the Schedule;] 6. [performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshoremen and Harbor Workers' Act, or similar coverage;] 7. [declared or undeclared war, or any act of declared or undeclared war;] 8. [full-time active duty in the armed forces of any country or international authority;] 9. [any Injury for which You are entitled to benefits pursuant to any workers' compensation law or other similar legislation;] 	<p>Any combination of 1. – 16. may be in or out.</p> <p>If in: [twelve (12)] The range is 6 - 24</p>
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<p>10. [any loss insured by employers' liability insurance;]</p> <p>11. [You being intoxicated:</p> <p>a. You are conclusively deemed to be intoxicated if the level of alcohol in Your blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether You are in fact operating a motor vehicle when the Injury occurs; and</p> <p>b. an autopsy report from a licensed medical examiner, law enforcement officer reports or similar items will be considered proof of Your intoxication;]</p> <p>12. [You being under the influence of any illegal substance, drug, narcotic, or hallucinogen, unless such drug, narcotic, or hallucinogen was prescribed by a Physician and taken in accordance with the prescribed dosage;]</p> <p>13. [Your commission of or attempt to commit a felony or a Class A misdemeanor;]</p> <p>14. [travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are:</p> <p>a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;</p> <p>b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or</p> <p>c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or You;]</p> <p>15. [skydiving, parasailing, hang-gliding, bungee-jumping [or any similar activity];] [or]</p> <p>16. [charges incurred for treatment of a covered Injury, when You obtain compensation for the covered Injury from a Third Party].</p>	
<p>[INCARCERATION LIMITATION Benefits provided to You will cease while You are incarcerated in a penal facility. The benefit will resume, as if the benefits had been paid, subject to all Policy conditions, when You are released from such facility.]</p>	<p>This will be in or out.</p>

SECTION IX - CLAIM PROVISIONS

<p>NOTICE OF CLAIM Written notice of claim must be received by Us within twenty (20) days after Your loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to Us at Zurich American Insurance Company Group Accident Claims Division, [P.O. Box 968041 Schaumburg, IL 60196] with information sufficient to identify You, is deemed notice to Us.</p>	<p>The Company's mailing address is variable in the event it changes.</p>
<p>SUNSET In no event shall benefits under the Policy be payable unless written Proof of Loss is received by Us within [three (3) years] from the date of the Accident.</p>	<p>[three (3) years] The range is 3 - 10</p>
<p>[ARBITRATION Any contest to a claim denial under the Policy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration shall occur at the offices of the American Arbitration Association nearest to You or the person claiming to be the beneficiary. The arbitrator(s) shall not award consequential or punitive</p>	<p>This provision will be in or out. If in:</p>

<p>damages in any arbitration under this section. This provision does not apply if You or the person claiming to be the beneficiary is a citizen of a state where the law does not allow binding arbitration in an insurance policy but only if the Policy is subject to its laws. In such a case, binding arbitration does not apply. [Non-binding arbitration is required and no legal action may be brought by You, the beneficiary, or Us until thirty (30) days after the arbitrator(s) issues a non-binding award.] This provision bars the institution of any individual or class action lawsuit brought by You or the beneficiary.]</p>	<p>This will be in or out.</p>
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SECTION X - GENERAL PROVISIONS

<p>POLICYHOLDER RECORDS The Policyholder will keep a record of the coverage, premium, beneficiary designation and other pertinent administrative information for each Insured Person which, if acceptable to Us, shall be deemed to be a part of the Policy. We may examine these records at any reasonable time while the Policy is in force and for six (6) years after the termination of the Policy. The Policyholder will report to Us within a reasonable time all changes in information regarding an Insured Person. [The Policyholder shall indemnify Us for any benefits or other payments that are caused in whole or in part by the Policyholder's negligence or error in performing the administration described herein.]</p>	<p>This will be in or out.</p>
<p>[MADE WHOLE DOCTRINE We have the right to recover any and all first monies paid (or payable) to or on behalf of You and to any and all claims of or on behalf of You, to the extent of benefits paid by the Policy, and regardless of whether or not the beneficiary has been made whole. Made whole shall include first dollar recovery with no offset for attorneys' fees.]</p>	<p>This provision will be in or out.</p>
<p>[CLAIMS FOR WORKERS' COMPENSATION AND OTHER INSURANCE No benefits shall be payable under the Policy for any loss for which You claim or file for any workers' compensation, employers' liability, occupational disease or similar law or any other insurance until such claim or filing is approved or denied. Upon approval or denial, We shall determine Our liability under the Policy. We reserve the right to recover, from You, any benefits paid under the Policy that are subsequently paid for under any workers' compensation, employers' liability, occupational disease or similar law or any other insurance.]</p>	<p>This provision will be in or out.</p>
<p>[Workers' Compensation Indemnification. If You are determined by a court of law or the appropriate state regulatory authority to be covered under workers' compensation insurance for a Covered Loss, any benefits for which You are eligible under the Policy, are payable to the person who was determined to be Your employer or such person's designee or assignee.]</p>	<p>This provision will be in or out.</p>

SECTION XI – IMPORTANT NOTICE

<p>You may call [XXX-XXX-XXXX] to present inquiries or to obtain information about coverage or if You need assistance in resolving any complaints. Or, You may write to Zurich American Insurance Company at their administrative offices at [XXXXXX].</p> <p>Should You wish to contact the Arkansas Insurance Department for assistance, You may do so by calling [1-800-282-9134]. Or, You may send written correspondence to the Arkansas Insurance Department at [1200 West Third Street, Little Rock, AR 72201-</p>	<p>The appropriate telephone number will be inserted.</p> <p>The appropriate mailing address will be inserted.</p> <p>This is variable in the event of a change.</p> <p>This is variable in the event of a change.</p>
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ADMINISTRATIVE CHANGE ENDORSEMENT – U-OA-404-A CW (08/09)

[This endorsement will be used to make the following types of administrative changes to the **Policy/Certificate** at the Policyholder's request:

1. Policyholder's Name or Address;
2. Addition or deletion of subsidiaries or affiliates of the Policyholder;
3. Changes to the class(es) of eligible persons;
4. Addition or deletion of Benefit(s);
5. Increase or decrease in Benefit Amount(s);
6. Addition or deletion of Additional Benefit(s);
7. Increase or decrease in Additional Benefit Amount(s); or
8. Annual audit requirements.]

This endorsement will be used to make administrative changes to the Policy/Certificate.