

SERFF Tracking Number: CHUB-126493431 State: Arkansas  
Filing Company: Federal Insurance Company State Tracking Number: 45131  
Company Tracking Number: 09-AP-10F/R  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Individual Accident Policy  
Project Name/Number: Individual Accident Filing/09-AP-10-F/R

## Filing at a Glance

Company: Federal Insurance Company

Product Name: Individual Accident Policy

TOI: H02I Individual Health - Accident Only

Sub-TOI: H02I.000 Health - Accident Only

Filing Type: Form/Rate

SERFF Tr Num: CHUB-126493431 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 45131

Co Tr Num: 09-AP-10F/R

State Status: Approved-Closed

Authors: Diana Cardone, Susan  
Leonard, Lynn Lambertsen

Reviewer(s): Rosalind Minor

Disposition Date: 03/11/2010

Date Submitted: 03/08/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Accident Filing

Project Number: 09-AP-10-F/R

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 03/11/2010

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Will be filed shortly

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 03/11/2010

Created By: Susan Leonard

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Diana Cardone

Filing Description:

On behalf of Federal Insurance Company, please review for approval the enclosed Individual Accident Policy. This policy is an individual annual policy which will pay benefits for loss caused by an accident. Examples of such benefits are Accidental Death, Brain Damage, Coma, Total Loss of Use and PTD.

The Policyholder Application for insurance, form IA 3001(Ed. 10/09) APP, and an Arkansas Specific Endorsement IA 1001 -AR (Ed 10/09) are also enclosed.

Federal intends to file this policy in all fifty (50) states and the District of Columbia.

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The policy will be marketed by our Licensed & Appointed agents and brokers.

## Company and Contact

### Filing Contact Information

Fran Muldoon, Manager - CPI State Filings fmuldoon@chubb.com  
 Dept.  
 202 Hall's Mill Rd. 908-572-2875 [Phone]  
 P.O. Box 1600 908-572-4034 [FAX]  
 Whitehouse Station, NJ 08889-9977

### Filing Company Information

Federal Insurance Company CoCode: 20281 State of Domicile: Indiana  
 202 Hall's Mill Road Group Code: 38 Company Type:  
 P.O. Box 1650 Group Name: State ID Number:  
 Whitehouse Station, NJ 08889-1650 FEIN Number: 13-1963496  
 (908) 572-4422 ext. [Phone]

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$200.00  
 Retaliatory? No  
 Fee Explanation: 3 Forms @\$50 per form=\$150  
 1 Rate filing @\$50  
 Total \$200  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$200.00	03/08/2010	34671796

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/11/2010	03/11/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	03/10/2010	03/10/2010	Diana Cardone	03/10/2010	03/10/2010

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 Project Name/Number: Individual Accident Filing/09-AP-10-F/R

## Disposition

Disposition Date: 03/11/2010

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Federal Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	Individual accidentPolicy	Approved-Closed	Yes
Form (revised)	Arkansas AmendatoryEndorsement	Approved-Closed	Yes
Form	Arkansas AmendatoryEndorsement	Replaced	Yes
Form	Individual Accident Application	Approved-Closed	Yes
Rate	Individual Accident Rate Manual	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 03/10/2010  
Submitted Date 03/10/2010

Respond By Date

Dear Fran Muldoon,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Individual accidentPolicy, IA 5000 (Form)

Comment:

With respect to Terrorism, our Department will not approve exclusions for terrorism in life or accident and health contracts.

### Objection 2

- Individual accidentPolicy, IA 5000 (Form)

Comment:

The policy contains an exclusion for "Weapons of Mass Destruction". The Department is not approving Terrorism or "Terrorism Type" exclusions. Since this could be consider a Terrorism Type exclusion, we are requesting that it be deleted.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 03/10/2010  
Submitted Date 03/10/2010

Dear Rosalind Minor,

**Comments:**

3/10/10

Good Afternoon Ms. Minor,

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This is in response to your 3/10/10 Objection Letter. We will reply to each of your concerns in the order they were presented.

## Response 1

Comments: 3/10/10

The Weapons of Mass Destruction exclusion and definition have been deleted from the policy. The Arkansas Endorsement has been amended to reflect these changes.

### Related Objection 1

Applies To:

- Individual accident Policy, IA 5000 (Form)

Comment:

The policy contains an exclusion for "Weapons of Mass Destruction". The Department is not approving Terrorism or "Terrorism Type" exclusions. Since this could be considered a Terrorism Type exclusion, we are requesting that it be deleted.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

## Response 2

Comments: 3/10/10

The Terrorism exclusion and definition have been deleted from the policy. The Arkansas Endorsement has been amended to reflect these changes.

### Related Objection 1

Applies To:

- Individual accident Policy, IA 5000 (Form)

Comment:

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With respect to Terrorism, our Department will not approve exclusions for terrorism in life or accident and health contracts.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amending Endorsement	IA 1001-AR (Ed. 10/09)		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		59.000	IA Amending Endorsement-AR-.pdf
<b>Previous Version</b>							
Arkansas Amending Endorsement	IA 1001-AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		59.000	IA Amending Endorsement-AR-.pdf

No Rate/Rule Schedule items changed.

3-10-10

We trust that the information and attachment provided will be found satisfactory with the DOI and enable you to continue your review of this program.

Should you need to reach me, please call at 908-572-2872, e-mail dcardone@chubb.com or via the SERFF Messageboard.

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Regards, Diana

Sincerely,  
Diana Cardone, Lynn Lambertsen, Susan Leonard

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## Form Schedule

### Lead Form Number: IA 5000

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/11/2010	IA 5000	Policy/Cont ract/Fratern al	Individual accident Policy	Initial		59.000	Individual Acc policy (FINAL).pdf
Approved-Closed 03/11/2010	IA 1001-AR (Ed. 10/09)	Policy/Cont ract/Fratern al	Arkansas Amendatory ment	Initial	Endorse	59.000	IA Amendatory Endorsement- AR-.pdf
Approved-Closed 03/11/2010	IA 3001	Application/ Enrollment Form	Individual Accident Application	Initial		59.000	Individual Accident Application.pdf



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[Signature Passport]  
INDIVIDUAL ACCIDENT INSURANCE POLICY

Issued by  
Federal Insurance Company

This Individual Accident policy is renewable at the option of the Company.

Notice of TEN DAY Right to Examine Policy: If you are not satisfied with this policy for any reason, return it:

- 1) to the Company at 15 Mountain View Road, Warren, New Jersey 07059; or
- 2) the agent.

If you return this policy within 10 days from the date you received it, this policy will be void as of the effective date, and all premiums paid will be refunded.

*[This policy will terminate on the Anniversary Date following the **Policyholder's** attainment of age [eighty (80)].]*

[Producer: XYZ, Inc.]  
[123 Any Street]  
[Any town, Any State]  
[Attn: John Smith]

Chubb Underwriting Office: [Federal Insurance Company]  
[15 Mountain View Road]  
[P O BOX 1615]  
[Warren, New Jersey 07061-1615]

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*Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section(s) of this policy. Defined terms include the plural.  
Throughout this policy the words "we", "us" and "our" refer to the Company providing this insurance.*

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**Please Read This Policy Carefully**

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SECTION I: INSURING AGREEMENT

Name and address of Policyholder:

[WILLIAM HARRISON]  
[23 WHITNEY LANE]  
[MADISON, ANY STATE 12345]

Policy Number: [10026411-01]  
Effective Date: [03-30-07]  
Policy Period: [03/30/07 - 03/30/08]  
Original Inception Date: [3/30/06]  
Anniversary Date: [3/30]

*Issued by the stock insurance company indicated below, herein called the Company.*

FEDERAL INSURANCE COMPANY

*Incorporated under the laws of INDIANA*

*If you have any questions, please contact*

*[PLSB]  
[324 GLENSIDE AVE]  
MADISON, ANYSTATE 12345]  
[(800) 555-1234]*

The insurance under this policy begins 12:01 A.M. standard time at the **Policyholder's** address shown above on the Effective Date shown above. The insurance under this policy ends on the last day of the Policy Period shown above.

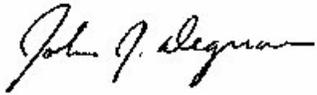
We will pay up to the applicable **Benefit Amount** shown in the **Declarations** if an **Accident** occurring anywhere in the world results in a loss not otherwise excluded. The **Accident** must result from a covered circumstance and occur while this policy is in force and while a person is a **Covered Person** under this policy. The **Loss** must occur within one (1) year of the **Accident**.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number issued to the **Policyholder** by the Company, effective with the inception of this policy.

This policy is provided by the Company in consideration of payment of the required premium and compliance with the policy's terms and conditions. You, as the **Policyholder**, are responsible for the remittance of all premium. Your total annual premium for this policy [and your [Signature Passport] Accident Insurance policy] is: [\$365.00.]

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY

[]

President

[]

Secretary

[]

Authorized Representative

## SECTION II: DECLARATIONS

Name of Policyholder:  
[WILLIAM HARRISON]

### CLASS DESCRIPTION

Class	When Coverage Applies	Loss of Life Benefit Amount
[1. <b>Policyholder</b> , Spouse [or <b>Domestic Partner</b> ]]	[24 Hour Business and Pleasure coverage ]	[\$100,000]
[2. <b>Dependent Child</b> ]	[24 Hour Business and Pleasure coverage]	[\$10,000]
[3. <b>Domestic Employee</b> while traveling with a Class 1 or Class 2 <b>Covered</b> <b>Person</b> ]	[ <b>Covered Trip</b> 24 Hour Business and Pleasure coverage]	[\$10,000]

### BENEFIT AMOUNTS

#### Personal **Accident** Benefits

If the **Covered Person** suffers more than one Personal **Accident** Benefits loss as the result of one **Accident**, we will pay only the single largest **Benefit Amount** applicable per occurrence.

#### ACCIDENTAL LOSS OF LIFE AND DISMEMBERMENT

<u>Accidental:</u>	<u>Percent of Loss of Life Benefit Amount:</u>
<b>Loss of Life</b>	100%
[ <b>Loss of Speech and Loss of Hearing</b> ]	[100%]
[ <b>Loss of Speech and Loss of one of: Hand, Foot or Sight of an Eye</b> ]	[100%]
[ <b>Loss of Hearing and Loss of one of: Hand, Foot or Sight of an Eye</b> ]	[100%]
[ <b>Loss of Both Hands, Loss of Both Feet, Loss of Sight of Both Eyes</b> or a Combination of any two of a <b>Loss of Hand, a Loss of Foot or Loss of Sight of an Eye</b> ]	[100%]
[ <b>Quadriplegia</b> ]	[100%]
[ <b>Paraplegia</b> ]	[100%]
[ <b>Hemiplegia</b> ]	[75%]
[ <b>Loss of One Hand, Loss of One Foot or Loss of Sight of an Eye</b> ]	[50%]
[ <b>Loss of Speech or Loss of Hearing</b> ]	[50%]
[ <b>Uniplegia</b> ]	[25%]
[ <b>Loss of Thumb and Index Finger</b> ]	[25%]

**BRAIN DAMAGE**

**Benefit Amount:** [100%] of the **Covered Person's Loss of Life Benefit Amount** ]

**COMA**

**Monthly Benefit Amount:** [1%] of the **Covered Person's Loss of Life Benefit Amount**  
**Maximum Amount:** [100%] of the **Covered Person's Loss of Life Benefit Amount**  
**Elimination Period:** [365] days ]

**PERMANENT TOTAL DISABILITY - EXTENDED LUMP SUM**

**Monthly Benefit Amount:** [1%] of the **Covered Person's Loss of Life Benefit Amount**  
**Maximum Amount:** [100%] of the **Covered Person's Loss of Life Benefit Amount**  
**Elimination Period:** [365] days ]

**PERMANENT TOTAL DISABILITY - LUMP SUM**

**Benefit Amount:** [100%] of the **Covered Person's Loss of Life Benefit Amount**  
**Elimination Period:** [365] days ]

**PERMANENT TOTAL DISABILITY - MONTHLY**

**Monthly Benefit Amount:** [1%] of the **Covered Person's Loss of Life Benefit Amount**  
**Maximum Amount:** [100%] of the **Covered Person's Loss of Life Benefit Amount**  
**Elimination Period:** [365] days ]

**TOTAL LOSS OF USE**

**Loss of Use of:**

One Hand or One Foot  
Both Hands or Both Feet or  
a Combination of a Hand and a Foot  
One Arm or One Leg  
Both Arms or Both Legs or  
a Combination of an Arm and a Leg  
Both Arms and Both Legs

**Benefit Amount:**

[ 25%] of the **Covered Person's Loss of Life Benefit Amount**  
[ 50%] of the **Covered Person's Loss of Life Benefit Amount**  
[ 50%] of the **Covered Person's Loss of Life Benefit Amount**  
[ 75%] of the **Covered Person's Loss of Life Benefit Amount**  
[100%] of the **Covered Person's Loss of Life Benefit Amount**

**Elimination Period:** [365] days ]

**Additional Benefits**

The following Additional Benefits are payable in addition to any other amounts payable under this policy.]

**BURN**

**Maximum Benefit Amount:** [10%] of the **Covered Person's Loss of Life Benefit Amount** ]

**CARJACKING**

**[Class 1]**

**Benefit Amount:** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$10,000]

**[Class 2]**

**Benefit Amount:** [\$1,000]

**[Class 3]**

**Benefit Amount:** [\$1,000] ]

**CHILD CARE EXPENSE**

**Benefit Amount** [15 %] of the **Loss of Life Benefit Amount** per **Dependent Child**  
**[Alternate Benefit Amount]** [\$1,000]  
**Maximum Benefit Amount** [100% of the **Loss of Life Benefit Amount**]

**EDUCATION EXPENSE**

**Benefit Amount:** [\$15,000]  
**[Alternate Benefit Amount:** [\$5,000] ]  
**Annual Maximum Benefit Amount:** [\$50,000]

**ENHANCED IN-HOSPITAL BENEFIT**

[Class 1]

Daily **Benefit Amount** [\$200]

Maximum Number of Days [7]

**Elimination Period** [3 days]

[Class 2]

Daily **Benefit Amount** [1/15<sup>th</sup> of 1% of the **Loss of Life Benefit Amount** (each day)]

**[[EXCESS] MEDICAL EXPENSE**

**Benefit Amount:** [\$50,000] per **Covered Person** per **Covered Trip**

**[FELONIOUS ASSAULT**

[Class 1]

**Benefit Amount:** [\$25,000]

[Class 2]

**Benefit Amount:** [\$2,500]

[Class 3]

**Benefit Amount:** [\$2,500] ]

**[HOME ALTERATION AND VEHICLE MODIFICATION**

[Class 1]

**Benefit Amount** for **Home Alteration** [\$10,000]

**Benefit Amount** for **Vehicle Modification** [\$10,000]

Maximum **Benefit Amount** [\$20,000]

[Class 2]

**Benefit Amount** for **Home Alteration** [10% of the **Loss of Life Benefit Amount**]

**Benefit Amount** for **Vehicle Modification** [10% of the **Loss of Life Benefit Amount**]

Maximum **Benefit Amount** [20% of the **Loss of Life Benefit Amount**] to a maximum of \$[10,000] ]

**HOME HEALTH CARE**

Maximum **Benefit Amount** [\$50,000]

**[IN-HOSPITAL BENEFIT**

[Class 1]

Daily **Benefit Amount** [\$100]

Maximum Number of Days [7]

**Elimination Period** [7 days]

[Class 2]

Daily **Benefit Amount** [1/15<sup>th</sup> of 1% of the **Loss of Life Benefit Amount** (each day)]

Maximum Number of Days [7]

**Elimination Period** [7 days]

**[NATURAL DISASTER**

[Class 1]

**Benefit Amount:** [\$25,000]

[Class 2]

**Benefit Amount:** [\$2,500]

[Class 3]

**Benefit Amount:** [\$2,500] ]

**[PARENT CARE**

[Class 1]

**Benefit Amount** [[\$5,000] up to a Maximum of [\$40,000] for all **Dependent Parents**

[Class 2]

**Benefit Amount** [5%] of the **Loss of Life Benefit Amount** up to a Maximum of [\$40,000] for all **Dependent Parents**

**[PSYCHOLOGICAL THERAPY**

[Class1]

**Benefit Amount** [\$5,000]

[Class 2]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

[Class 3]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** with a minimum of [\$2000] up to a maximum of [\$50,000] ]

### **RECONSTRUCTIVE SURGERY**

[Class 1]

**Benefit Amount** [\$5,000]

[Class 2]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

[Class 3]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** with a minimum of [\$2000] up to a maximum of [\$50,000] ]

### **REHABILITATION EXPENSE**

[Class 1]

**Benefit Amount** [\$5,000]

[Class 2]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

[Class 3]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** with a minimum of [\$2000] up to a maximum of [\$50,000] ]

### **SEAT BELT**

[Class 1]

**Benefit Amount** [\$5,000]

[Alternate **Benefit Amount** [\$2500]]

[Class 2]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

[Alternate **Benefit Amount** [\$2500]] ]

### **SEAT BELT AND OCCUPANT PROTECTION DEVICE**

[Class 1]

**Benefit Amount** for **Seat Belt** [\$5,000]

[Alternate **Benefit Amount** [\$2500]]

**Benefit Amount** for **Occupant Protection Device** [\$5,000]

Maximum **Benefit Amount** for **Seat Belt** and **Occupant Protection Device** [\$10,000]

[Class 2]

**Benefit Amount** for **Seat Belt** [10%] of the **Covered Person's Loss of Life Benefit Amount**

[Alternate **Benefit Amount** [\$2000]]

**Benefit Amount** for **Occupant Protection Device** [10%] of the **Covered Person's Loss of Life Benefit Amount**

Maximum **Benefit Amount** for **Seat Belt** and **Occupant Protection Device** [20%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

### **Spouse [or Domestic Partner] Employment Training Expense**

[Class 1]

**Benefit Amount** [1%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$25,000]

### **TEMPORARY TOTAL DISABILITY**

Weekly **Benefit Amount** [\$300]

Maximum **Benefit Period** [26] weeks

**Elimination Period** [7 days] ]

### **VOCATIONAL TRAINING EXPENSE**

[Class 1]

**Benefit Amount** [\$5,000]

[Class 2]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** to a maximum of [\$50,000]

[Class 3]

**Benefit Amount** [10%] of the **Covered Person's Loss of Life Benefit Amount** with a minimum of [\$2000] up to a maximum of [\$50,000]

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### SECTION III: COVERAGE EXTENSIONS

#### Disappearance

If the **Covered Person** has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of any **Conveyance** in which the **Covered Person** was covered as an occupant at the time of the **Accident**, it will be assumed, subject to all other terms of this policy, that the **Covered Person** has suffered **Loss of Life** covered under this policy.

#### Exposure

If an **Accident** resulting from a covered circumstance causes the **Covered Person** to be unavoidably exposed to the elements and as a result of such exposure the **Covered Person** suffers **Loss of Life** [or a Benefit shown in the **Declarations**], such loss will be covered under this policy.

#### [Spouse [or Domestic Partner] Continuation

If the **Policyholder** attains age [eighty (80)] or suffers **Loss of Life**, then the **Policyholder's** spouse [or **Domestic Partner**] may purchase a new policy in the Spouse[**s**] [or **Domestic Partner's**] name.]

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### SECTION IV: WHEN COVERAGE APPLIES

#### [24 Hour Business and Pleasure

24 hour Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, to which the **Covered Person** may be exposed. ]

#### [All Conveyance Business and Pleasure

All **Conveyance** Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Covered Person** is:

- 1) riding in, entering, exiting, as a passenger, or driving any land or water **Conveyance**, except when acting as a driver of a **Conveyance** for hire [; or
- 2) riding as a passenger in, entering, or exiting a civil aircraft:
  - a) that is operated by a properly certified pilot; and
  - b) that has a current unrestricted airworthiness certificate]; or
- 3) riding as a passenger in, entering, or exiting any **Conveyance** operated by a military transport service]. ]

#### [Common Carrier Business and Pleasure

**Common Carrier** Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Covered Person** is in, entering, or exiting a **Common Carrier** or a **Conveyance** operated by a military transport service as an emergency replacement for a **Common Carrier**.

#### [Covered Activities

Covered Activities means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Covered Person** is:

- 1) participating in activities sponsored and organized by [ABC Association] on [or off] the premises of [ABC Association] [; and
- 2) traveling directly to and from such activities. Coverage begins upon departure from the **Covered Person's** residence or regular place of employment, whichever occurs last. Coverage ends immediately upon return to the **Covered Person's** residence or regular place of employment, whichever occurs first]. ]

## [Covered Trip 24 Hour Business and Pleasure

**Covered Trip** 24 hour Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, to which the **Covered Person** may be exposed while traveling on a **Covered Trip**. ]

## [Hijacking or Skyjacking

**Hijacking or Skyjacking Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring due to a **Hijacking or Skyjacking**, or attempts at **Hijacking or Skyjacking**, and the resulting exposure. This **Hijacking or Skyjacking Hazard** applies while the **Covered Person** is subject to the control of the persons conducting the **Hijacking or Skyjacking**. The insurance under this **Hijacking or Skyjacking Hazard** ends when the **Covered Person** returns to his or her residence or originally scheduled destination, whichever occurs first. ]

## [Private Passenger Automobile Business and Pleasure

**Private Passenger Automobile** Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Covered Person** is entering, exiting, driving, or riding in a **Private Passenger Automobile**.

Coverage does not apply while the **Covered Person** is driving or riding as a passenger in a race or contest of any type or in a land conveyance that is licensed to carry passengers for a fee. ]

## [Scheduled Air Business and Pleasure

Scheduled Air Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Covered Person** is:

- [1]] riding as a passenger in, entering, or exiting a **Scheduled Aircraft** or a **Conveyance** operated by a military transport service [; or
- 2) riding as a passenger in, entering or exiting any **Conveyance** licensed to carry the public for a fee and while traveling directly to or from the airport:
  - a) immediately preceding the departure of a **Scheduled Aircraft** on which the **Covered Person** has purchased passage; or
  - b) immediately following the arrival of a **Scheduled Aircraft** on which the **Covered Person** was a passenger].

## [Specified Trip

Specified Trip means all circumstances, subject to the terms and conditions of this policy, to which the **Covered Person** may be exposed during the trip described below:

Specified Trip: [two week Caribbean cruise

Period of Insurance: From: [06-01-08] To: [06-15-08] ]

## [Specified Event

Specified Event means all circumstances, subject to the terms and conditions of this policy, to which the **Covered Person** may be exposed during the event described below:

Specified Event: the Wedding of the **Covered Person**

Date of Event: [06-04-09]

Event Venue: [The Manor Restaurant]

Address of Event Venue: [West Orange, NJ ] ]

## SECTION V: BENEFITS

### PERSONAL ACCIDENT BENEFITS

If the **Covered Person** suffers more than one Personal **Accident** Benefits loss as the result of one **Accident**, we will pay only the single largest **Benefit Amount** applicable.

#### **Accidental Loss of Life [and Dismemberment] Benefit**

If an **Accidental Bodily Injury** causes the **Covered Person's Loss of Life**, [**Loss of Speech**], [**Loss of Hearing**], [**Loss of Hand**], [**Loss of Foot**], [**Loss of Sight of an Eye**], or [**Loss of Thumb and Index Finger**], we will pay the applicable percentage of the **Loss of Life Benefit Amount** shown in the **Declarations**.

#### **[Brain Damage**

If an **Accidental Bodily Injury** causes the **Covered Person's Brain Damage**, we will pay the **Benefit Amount** for **Brain Damage** shown in the **Declarations**. The **Benefit Amount** for **Brain Damage** will be paid if:

- 1) **Brain Damage** begins, and is diagnosed by a **Physician**, within [thirty (30) days] after the **Accident**;
- 2) a **Covered Person** is in a **Hospital** or other licensed facility, to receive **Medically Necessary** treatment for **Brain Damage**, prescribed and supervised by a **Physician**, within the first [thirty (30) days] following the **Accident**;
- 3) **Brain Damage** continues for [six (6) consecutive months]; and
- 4) a **Physician** determines **Brain Damage** is permanent, complete and irreversible at the end of the [six (6) consecutive months].

The **Benefit Amount** for **Brain Damage** will be the percentage of the **Covered Person's Loss of Life Benefit Amount** shown in the **Declarations**. If a **Covered Person** dies within 365 days after the **Accident**, then **We** will pay a lump sum equal to the **Covered Person's Loss of Life Benefit Amount**, less any **Benefit Amount** for **Brain Damage** already paid. ]

#### **[Coma Benefit**

If **Accidental Bodily Injury** causes the **Covered Person** to:

- 1) lapse into a **Coma** within [ninety (90) days] of the **Accident**; and
- 2) remain in a **Coma** during the period for which **Coma** benefits are payable,

after the **Elimination Period** we will pay the **Coma Monthly Benefit Amount** shown in the **Declarations**.

Brief lapses from a **Coma** will not be considered an interruption in the **Elimination Period** or cause a discontinuance in our payment, if the lapses and subsequent **Coma** recurrences are due to the same **Accident**.

Monthly payments will be made until the earliest of the date:

- 1) the **Covered Person** dies;
- 2) the **Covered Person** is no longer in a **Coma**; or
- 3) total payments equal the **Coma Maximum Amount** shown in the **Declarations**.

If the **Covered Person** dies as a result of the **Accident** during the period for which this **Coma** benefit is payable, we will pay a lump sum equal to the **Covered Person's Loss of Life Benefit Amount**, less **Coma Monthly Benefit Amounts** already paid. ]

#### **[Permanent Total Disability (Extended Lump Sum)**

If an **Accidental Bodily Injury** causes the **Covered Person** to suffer **Permanent Total Disability** that is continuous during the period for which the **Benefit Amount** for **Permanent Total Disability (Extended Lump Sum)** is payable, we will pay the **Monthly Benefit Amount** for **Permanent Total Disability (Extended Lump Sum)**, after the **Elimination Period**, shown in the **Declarations**. Payment of the **Benefit Amount** for **Permanent Total Disability (Extended Lump Sum)** reduces the **Loss of Life Benefit Amount** payable under this policy.

The **Monthly Benefit Amount** for **Permanent Total Disability (Extended Lump Sum)** will be made until the earliest of the date:

- 1) the **Covered Person** dies;
- 2) the **Covered Person** no longer has a **Permanent Total Disability**; or

3) [twelve (12)] monthly payments have been paid.

If after the [twelve (12) month] period immediately following the **Elimination Period**, the **Covered Person** continues to suffer **Permanent Total Disability**, we will pay the **Permanent Total Disability (Extended Lump Sum) Maximum Benefit Amount**, shown in the **Declarations**, less the monthly **Benefit Amounts** for **Permanent Total Disability** already paid.

If the **Covered Person** dies as a result of the **Accident** that gives rise to the **Permanent Total Disability**, during the period in which the **Benefit Amount** for **Permanent Total Disability (Extended Lump Sum)** is payable, we will pay the **Permanent Total Disability (Extended Lump Sum) Maximum Benefit Amount**, less the monthly **Benefit Amounts** for **Permanent Total Disability** already paid.

Limitation for **Permanent Total Disability (Extended Lump Sum)**:

- 1) Insurance for **Permanent Total Disability (Extended Lump Sum)** does not apply to persons age [seventy (70)] or older on the date of the **Accident**;
- 2) with respect to **Permanent Total Disability (Extended Lump Sum)**, the definition of **Covered Person** is amended as follows: **Covered Person** does not include **Dependent Child [or Domestic Employee]**. ]

### [**Permanent Total Disability (Lump Sum)**]

If an **Accidental Bodily Injury** causes the **Covered Person** to suffer **Permanent Total Disability**, we will pay the **Maximum Benefit Amount** for **Permanent Total Disability (Lump Sum)** after the **Elimination Period**, shown in the **Declarations**. Payment of the **Maximum Benefit Amount** for **Permanent Total Disability (Lump Sum)** reduces the **Loss of Life Benefit Amount** payable under this policy.

Limitation for **Permanent Total Disability (Lump Sum)**:

- 1) Insurance for **Permanent Total Disability (Lump Sum)** does not apply to persons age [seventy (70)] or older on the date of the **Accident**;
- 2) with respect to **Permanent Total Disability (Lump Sum)**, the definition of **Covered Person** is amended as follows: **Covered Person** does not include **Dependent Child [or Domestic Employee]**. ]

### [**Permanent Total Disability (Monthly Benefit)**]

If an **Accidental Bodily Injury** causes the **Covered Person** to suffer **Permanent Total Disability**, we will pay the **Monthly Benefit Amount** for **Permanent Total Disability** after the **Elimination Period**, shown in the **Declarations**. The **Permanent Total Disability** must be continuous during the period for which the **Benefit Amount** is payable. Our payment is subject to the **Permanent Total Disability** Maximum Amount shown in the **Declarations**. The **Monthly Benefit Amount** for **Permanent Total Disability** will be made until the earliest of the date:

- 1) the **Covered Person** dies;
- 2) the **Covered Person** no longer has a **Permanent Total Disability**; or
- 3) on which total payments made for **Permanent Total Disability** equal the **Permanent Total Disability** Maximum Amount shown in the **Declarations**.

[If the **Covered Person** dies within 365 days after the **Accident** that gives rise to the **Permanent Total Disability**, we will pay a lump sum equal to the **Covered Person's Loss of Life Benefit Amount** less any **Monthly Benefit Amounts** for **Permanent Total Disability** already paid.]

If, during the period for which the **Monthly Benefit Amount** for **Permanent Total Disability** is payable:

- 1) the **Covered Person** is employed in another occupation; and
- 2) the occupation generates a monthly compensation that is less than the monthly compensation the **Covered Person** would have earned on the date of the **Permanent Total Disability**,

we will pay the difference between the **Covered Person's** current monthly compensation and the monthly compensation from the **Covered Person's** occupation on the date of the **Permanent Total Disability**.

This payment shall:

- 1) be in lieu of our payment of the **Monthly Benefit Amount** for **Permanent Total Disability**; and
- 2) not exceed the Maximum Amount for **Permanent Total Disability** shown in the **Declarations**.

Payment of the **Monthly Benefit Amount** for **Permanent Total Disability** or any amount in lieu of such **Monthly Benefit Amount** reduces the **Loss of Life Benefit Amount** payable under this policy.

Limitations for **Permanent Total Disability (Monthly Benefit)**:

- 1) Insurance for **Permanent Total Disability (Monthly Benefit)** does not apply to persons age [seventy (70)] or older on the date of the **Accident**;

- 2) with respect to **Permanent Total Disability (Monthly Benefit)**, the definition of **Covered Person** is amended as follows: **Covered Person** does not include **Dependent Child** [or **Domestic Employee**]. ]

## [Total Loss of Use Benefit

If an **Accidental Bodily Injury** causes a **Covered Person** to suffer **Total Loss of Use** we will pay the applicable **Benefit Amount** for **Total Loss of Use**, after the **Elimination Period**, shown in the **Declarations**. ]

## SECTION VI: ADDITIONAL BENEFITS

The following Additional Benefit(s) are payable in addition to any other amounts payable under this policy:

### [Burn Benefit

If an **Accident** causes the **Covered Person** to be **Burned**, we will pay up to the Maximum **Benefit Amount** for **Burns**, shown in the **Declarations**. The **Benefit Amount** for **Burn** is determined by multiplying the percentage of the body surface actually **Burned** by the Maximum **Benefit Amount** for **Burn**. The attending **Physician** will determine the percentage applicable to each **Burn**.

The Maximum **Benefit Amount** for **Burns** is payable in addition to any other applicable **Benefit Amounts** under this policy.

### [Carjacking

If the **Covered Person** suffers a covered **Loss** resulting from **Accidental Bodily Injury** due to **Carjacking**, we will pay the **Benefit Amount** shown in the **Declarations**.

The **Benefit Amount** for **Carjacking** is payable in addition to any other applicable **Benefit Amounts** under this policy.

### [Child Care Expense

If **Accidental Bodily Injury** causes the **Covered Person's** covered **Loss of Life**, We will reimburse **Child Care Expenses** up to the **Benefit Amount** shown in the **Declarations**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the **Covered Person** has a **Dependent Child** under the age of [thirteen (13)] years for whom **Child Care Expenses** are incurred within [365 days] of the **Covered Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**; however, our total payment will not exceed the Maximum **Benefit Amount** for **Child Care Expense** shown in the **Declarations**, regardless of the number of **Dependent Children** for whom payment is made.

[If, on the date of the **Covered Person's** covered **Loss of Life**, the **Covered Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Child Care Expense** payments, we will pay the Alternate **Benefit Amount**, shown the **Declarations**. If we pay this Alternate **Benefit Amount**, we will not make any further payments for **Child Care Expense**.]

**Child Care Expenses** shall be paid to the natural person who incurs such expenses for the **Dependent Child**.

#### Limitation on Child Care Expense Benefit

The following limitations apply with respect to **Child Care Expense**:

- 1) the **Covered Person** does not include a **Dependent Child**;
- 2) in the event of a **Common Accident** only one **Benefit Amount** for **Child Care Expense** shall be paid. This **Benefit Amount** will be determined using the **Policyholder's Loss of Life Benefit Amount**.

### [Education Expense

If **Accidental Bodily Injury** causes the **Covered Person's** covered **Loss of Life**, we will reimburse **Education Expense** up to the **Benefit Amount** shown in the **Declarations**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Covered Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Covered Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within [two (2) years] following the date of the **Covered Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. Our total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in the **Declarations** and is limited to [four (4)] consecutive years for each **Dependent Child**.

[If, on the date of **Covered Person's** covered **Loss of Life**, the **Covered Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Education Expense** payments, we will pay the Alternate **Benefit Amount** shown in the **Declarations**. If we pay this Alternate **Benefit Amount**, we will not make any further payments for **Education Expense**.]

The **Benefit Amount** for **Education Expense** shall be paid to the natural person who incurs the expense.

#### **Limitation on Education Expense**

The following limitation apply with respect to **Education Expense**:

- 1) the **Covered Person** does not include a **Dependent Child**;
- 2) in the event of a **Common Accident** only one **Benefit Amount** for **Education Expense** shall be paid. This **Benefit Amount** will be determined using the **Policyholder's Loss of Life Benefit Amount**.

]

### **[Enhanced In-Hospital**

If an **Accident** causes the **Covered Person** to be **In-Hospital** then we will pay the Enhanced **In-Hospital Benefit Amount** after the **Elimination Period** shown in the **Declarations**, for each day the **Covered Person** is **In-Hospital**. The **In-Hospital Benefit Amount** will not be paid for more than the Maximum Number of Days shown in the **Declarations**.

The Enhanced **In-Hospital Benefit Amount** is payable in addition to any other applicable **Benefit Amounts** under this policy.

The Enhanced **In-Hospital Benefit Amount** will be paid until the earliest of the date:

- 1) the **Covered Person** dies;
- 2) the **Covered Person** is no longer **In-Hospital**; or
- 3) the Maximum Number of Days for the Enhanced **In-Hospital Benefit Amount**, shown in the **Declarations**, has elapsed.

If the **Covered Person** is discharged from the **Hospital** and the same **Accident** causes the **Covered Person** to be **In-Hospital** again within three (3) days after discharge, then any time in the **Hospital** will count to satisfy the **Elimination Period**. However, in no event will total payment of the Enhanced **In-Hospital Benefit Amount** exceed the Maximum Number of Days shown in the **Declarations**.

]

### **[[Excess] Medical Expense Benefit**

If the **Covered Person** incurs **Medical Expense** as a result of:

- 1) **Accidental Bodily Injury** occurring during a **Covered Trip** anywhere in the world; or
- 2) **Sickness** occurring during a **Covered Trip** outside the United States or its territories,

we will pay the **Covered Person's** reasonable **Medical Expense** when **Medical Services** are rendered within [one hundred eighty (180)] days of the **Accidental Bodily Injury** or **Sickness**. However, our **Medical Expense** payment for **Sickness** is limited to the **Medical Expenses** incurred outside the United States and its territories.

[The Excess **Medical Expense** Benefit is specifically excess of all other valid and collectible insurance.] In no event will we pay more than the [Excess] **Medical Expense Benefit Amount** shown in the **Declarations**.

In the event we make payment on behalf of, or to, a **Covered Person** for amounts covered under any occupational benefit plan, other health insurance or national health insurance plan, the **Covered Person** agrees to assign to us any right of recovery under such plan(s).

With respect to this [Excess] **Medical Expense** benefit only, the Disease or Illness Exclusion does not apply when **Sickness** occurs during a **Covered Trip** outside of the United States and its territories.

In addition to the Policy Exclusions, the following limitations apply to the [Excess] **Medical Expense Benefit**: Insurance for [Excess] **Medical Expense** does not apply to any loss caused directly or indirectly from:

- 1) the **Covered Person** traveling against the advice of a **Physician**;
- 2) the **Covered Person** traveling while on a waiting list for specified medical treatment;
- 3) the **Covered Person** traveling for the purpose of obtaining medical treatment; or
- 4) the **Covered Person** traveling in the third trimester (seventh month or after) of pregnancy[; or
- 5) a **Pre-Existing Condition**.]

This insurance also does not apply to:

- 1) any dental loss, other than for an **Accidental** injury to sound, natural teeth or for emergency palliative care; or
- 2) cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this Policy.

]

### [Felonious Assault Benefit

If **Accidental Bodily Injury** resulting from **Felonious Assault** causes the **Covered Person** to suffer a covered **Loss**, we will pay the Felonious Assault **Benefit Amount** shown in the **Declarations** [if the felonious assault is committed by a person other than:

- [1) an immediate family member of the **Covered Person**; or]
- [2) a co-worker of the **Covered Person**].

]

### [Home Alteration or Vehicle Modification

If a covered **Loss** due to an **Accidental Bodily Injury** requires the **Covered Person** to incur expenses for **Home Alteration** or **Vehicle Modification**, we will reimburse charges up to the **Benefit Amount** for **Home Alteration** or the **Benefit Amount** for **Vehicle Modification** shown in the **Declarations**. The expenses for **Home Alteration** or **Vehicle Modification** must be incurred within [eighteen (18) months] after the **Accidental Bodily Injury**. The **Benefit Amount** for **Home Alteration** or **Vehicle Modification** is payable if:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of the **Covered Person**;
- 2) the **Home Alteration** or **Vehicle Modification** is made by people experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) the **Home Alteration** or **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are provided; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable to the natural person who incurs the expense. The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable **Benefit Amounts** under this policy. In no event will our total payments for **Home Alteration** and **Vehicle Modification** exceed the **Maximum Benefit Amount** for **Home Alteration** and **Vehicle Modification** shown in the **Declarations**.

]

### [Home Health Care

If a covered **Loss** due to an **Accidental Bodily Injury** causes the **Covered Person's** confinement to home after a **Hospital** stay of at least [fifteen (15) consecutive days], we will reimburse charges up to the **Maximum Benefit Amount** for **Home Health Care** shown in the **Declarations**. The expenses that are the subject of the **Benefit Amount** for **Home Health Care** must be incurred within [eighteen (18) months] after the **Accidental Bodily Injury**.

The **Benefit Amount** for **Home Health Care** is payable on an excess basis. We will determine the charge for the **Home Health Care**. We will then reduce that amount by amounts already paid or payable by any other plan. In no event will we pay more than the **Benefit Amount** for **Home Health Care** shown in the **Declarations**.

**Limitation on Home Health Care**

No **Benefit Amount** for **Home Health Care** shall be paid if:

- 1) treatment is educational, experimental or investigational or does not constitute accepted medical practice; or
- 2) services are provided by a person who is an **Immediate Family Member**.

In the event of a **Common Accident**, the maximum that we will pay for all **Covered Persons** is the Maximum **Benefit Amount** for **Home Health Care** shown in the **Declarations**.

The **Benefit Amount** for **Home Health Care** is payable in addition to any other applicable **Benefit Amounts** under this policy.

]

**[In-Hospital**

If **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss** which results in the **Covered Person** being **In-Hospital** then we will pay the **In-Hospital Benefit Amount** after the **Elimination Period** shown in the **Declarations**, for each day the **Covered Person** is **In-Hospital**. The **In-Hospital Benefit Amount** will not be paid for more than the Maximum Number of Days shown in the **Declarations**.

The **In-Hospital Benefit Amount** is payable in addition to any other applicable **Benefit Amounts** under this policy.

The **In-Hospital Benefit Amount** will be paid until the earliest of the date:

- 4) the **Covered Person** dies;
- 5) the **Covered Person** is no longer **In-Hospital**; or
- 6) the Maximum Number of Days for the Enhanced **In-Hospital Benefit Amount**, shown in the **Declarations**, has elapsed.

If the **Covered Person** is discharged from the **Hospital** and the same **Accident** causes the **Covered Person** to be **In-Hospital** again within three (3) days after discharge, then any time in the **Hospital** will count to satisfy the **Elimination Period**. However, in no event will total payment of the **In-Hospital Benefit Amount** exceed the Maximum Number of Days shown in the **Declarations**.

]

**[Natural Disaster Benefit**

If **Accidental Bodily Injury** resulting from a **Natural Disaster** causes the **Covered Person** to suffer a covered **Loss**, we will pay the **Natural Disaster Benefit Amount** shown in the **Declarations**. ]

**[Parent Care**

If an **Accidental Bodily Injury** causes a **Covered Person** to suffer a covered **Loss of Life**, we will pay up to the **Benefit Amount** for Parent Care, shown in the **Declarations**, in equal shares to each **Dependent Parent** of the **Covered Person**.

]

**[Psychological Therapy Expense**

If an **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss**, resulting in a **Physician's** determination that **Psychological Therapy** is required, we will reimburse **Psychological Therapy Expense** for the **Covered Person** up to the **Benefit Amount** shown in the **Declarations**.

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy**. We will then reduce that amount by amounts already paid or payable by any other plan. In no event will we pay more than the **Benefit Amount** for **Psychological Therapy Expense** in the **Declarations**.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy Expense** shown in the **Declarations** has been paid; or
- 2) [two (2)] years have elapsed from the date of the **Loss**.

]

## [Reconstructive Surgery

If a **Physician** determines Reconstructive Surgery is **Medically Necessary** for the **Covered Person** because of a covered **Accidental Bodily Injury** we will reimburse **Reasonable and Customary Charges** incurred by the **Covered Person** for Reconstructive Surgery, up to the **Benefit Amount** shown the **Declarations**.

The **Benefit Amount** for Reconstructive Surgery is payable on an excess basis. We will determine the charge for the Reconstructive Surgery. We will then reduce that amount by amounts already paid or payable by any other plan. In no event will we pay more than the **Benefit Amount** for Reconstructive Surgery shown in the **Declarations**.

The **Benefit Amount** for Reconstructive Surgery is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for Reconstructive Surgery to the natural person who incurs the expense.

The **Benefit Amount** for Reconstructive Surgery will be paid until the earlier of the date on which:

- 1) the total Reconstructive Surgery **Benefit Amount**, shown in the **Declarations**, has been paid; or
- 2) [three hundred sixty-five (365) days] have elapsed from the date of the **Accidental Bodily Injury**

]

## [Rehabilitation Expense

If **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss**, which requires the **Covered Person** to obtain **Rehabilitation** as determined by a **Physician** approved by us, we will reimburse **Rehabilitation Expense** up to the **Benefit Amount**, shown in the **Declarations**.

The **Benefit Amount** for Rehabilitation Expense is payable on an excess basis. We will determine the charge for the **Rehabilitation Expense**. We will then reduce that amount by amounts already paid or payable by any other plan. In no event will we pay more than the **Benefit Amount** for Rehabilitation Expense shown in the **Declarations**.

The **Benefit Amount** for **Rehabilitation Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Rehabilitation Expense** to the natural person who incurs the expense.

The **Benefit Amount** for **Rehabilitation Expense** will be paid until the earlier of the date on which:

- 1) the total **Rehabilitation Expense Benefit Amount**, shown in the **Declarations**, has been paid; or
- 2) [three hundred sixty-five (365) days] have elapsed from the date of the **Accidental Bodily Injury**.

Limitation for **Rehabilitation Expense**:

In the event of a **Common Accident**, the maximum that we will pay for all **Covered Persons** is the Maximum **Benefit Amount** for **Rehabilitation Expense** shown in the **Declarations**.

]

## [Seat Belt

If the **Covered Person** suffers an **Accidental Bodily Injury** resulting in **Loss [of Life]** while the **Covered Person** is operating or riding in a **Private Passenger Automobile**, and using a **Seat Belt** we will pay the **Seat Belt Benefit Amount** shown in the **Declarations**.

The **Seat Belt** must have been properly secured and used in accordance with the recommendations of its manufacturer. [If it cannot be determined whether the **Covered Person** was using a **Seat Belt**, then the Alternate **Benefit Amount** for **Seat Belt**, shown in the **Declarations**, will be paid.]

Verification of actual use of the **Seat Belt** at the time of an **Accident** must be part of an official report of the **Accident** or be certified, in writing, by an investigating police officer.

In no event will a **Benefit Amount** for **Seat Belt** be paid if the **Covered Person** is operating or riding as a passenger in any vehicle used for a race or contest of any type.

The **Benefit Amount** for **Seat Belt** is payable in addition to any other applicable **Benefit Amounts** under this policy.

]

## [Seat Belt and Occupant Protection Device

If the **Covered Person** suffers an **Accidental Bodily Injury** resulting in **Loss [of Life]** while the **Covered Person** is operating or riding in a **Private Passenger Automobile**, and using a **Seat Belt** we will pay the **Seat Belt Benefit Amount** shown in the **Declarations**.

The **Seat Belt** must have been properly secured and used in accordance with the recommendations of its manufacturer. [If it cannot be determined whether the **Covered Person** was using a **Seat Belt**, then the Alternate **Benefit Amount** for **Seat Belt**, shown in the **Declarations**, will be paid.]

We will also pay the **Benefit Amount** for an **Occupant Protection Device**, shown in the **Declarations**, if the **Covered Person** suffers an **Accidental Bodily Injury** as set forth above and the **Covered Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if we pay a **Benefit Amount** for **Seat Belt** [other than an Alternate **Benefit Amount**].

]

## [Spouse [or Domestic Partner] Employment Training Expense

If **Accidental Bodily Injury** causes the **Covered Person's** covered **Loss of Life**, we will reimburse **Spouse [or Domestic Partner] Employment Training Expense** up to the **Benefit Amount** for **Spouse [or Domestic Partner] Employment Training Expense**, shown in the **Declarations**. The **Benefit Amount** for **Spouse [or Domestic Partner] Employment Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Spouse [or Domestic Partner] Employment Training Expense** to the natural person who incurs the expense.

This insurance applies only if the surviving spouse [or **Domestic Partner**] incurs **Employment Training Expense** within [three (3) years] following the date of the **Covered Person's** covered **Loss of Life**

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse [or Domestic Partner] Employment Training Expense**, shown in the **Declarations**. ]

## [Temporary Total Disability

If **Accidental Bodily Injury** causes the **Covered Person** to suffer **Temporary Total Disability**, we will pay the **Weekly Benefit Amount** for **Temporary Total Disability**, after the **Elimination Period**, shown in the **Declarations**. The **Weekly Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under this policy. The **Weekly Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Covered Person** dies;
- 2) the **Covered Person** fails to provide us with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Covered Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period shown in the **Declarations** has ended.

[The **Weekly Benefit Amount** for **Temporary Total Disability** shall be subject to the following conditions:

- 1) the **Weekly Benefit Amount** for **Temporary Total Disability** shall be excess of any other valid and collectible benefits under any other plan; and
- 2) the total payments to the **Covered Person** for **Temporary Total Disability** from all sources, including the **Weekly Benefit Amount** for **Temporary Total Disability** and any other benefits, as stated in 1) above, shall not exceed [80%] of the **Covered Person's** earned income. If the total payments to the **Covered Person** exceed [80%] of the **Covered Person's** earned income, then no **Weekly Benefit Amount** for **Temporary Total Disability** will be payable to the **Covered Person** by us. If the total payments to the **Covered Person** fall to [80%] or less of the **Covered Person's** earned income, then the Maximum Benefit Period for any **Weekly Benefit Amount** for **Temporary Total Disability** that we pay will be reduced by the number of weeks for which no **Weekly Benefit Amount** for **Temporary Total Disability** was payable by us.]

Periods of **Temporary Total Disability** separated by less than [fourteen (14) consecutive days] of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period shown in the **Declarations** will be reduced by the number of weeks for which benefits have already been paid, including but not limited to the Weekly **Benefit Amount** for **Temporary Total Disability**.

#### Limitation on **Temporary Total Disability**

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Covered Person** is not under the continuous care of a **Physician**.

]

## [**Vocational Training Expense**

If the **Covered Person** suffers a **Loss** due to an **Accidental Bodily Injury**, we will reimburse **Vocational Training Expense** up to the **Benefit Amount** shown in the **Declarations**. The **Benefit Amount** for **Vocational Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Vocational Training Expense** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Vocational Training Expense** until the earlier of the date on which:

- 1) the total **Vocational Training Expense Benefit Amount**, shown in the **Declarations**, has been paid; or
- 2) [two (2) years] have elapsed from the date of the **Accidental Bodily Injury**.

In no event will our total payment exceed the **Benefit Amount** for **Vocational Training Expense**, shown in the **Declarations**.

#### **Limitations for Vocational Training Expense:**

In the event of a **Common Accident**, the maximum that we will pay for all **Covered Persons** is the Maximum **Benefit Amount** for **Vocational Training Expense** shown in the **Declarations**.

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## SECTION VII: Policy Exclusions

In addition to the Policy Exclusions listed below, specific benefits may have additional limitations.

### Aircraft Owned, Leased or Operated

This insurance does not apply to any **Accident**, **Accidental Bodily Injury** or loss occurring while the **Covered Person** is riding as a passenger in, entering, or exiting any aircraft owned, in whole or in part, or leased by a **Covered Person** [unless the aircraft is in the control of a paid licensed, professional pilot hired by a **Covered Person** at the time of loss].

### Aircraft Pilot or Crew

This insurance does not apply to any **Accident**, **Accidental Bodily Injury** or **Loss** occurring while a **Covered Person** is in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

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

### Disease or Illness

This insurance does not apply to any **Accident**, **Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** emotional trauma, mental or physical illness, disease, normal pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions, or medical, surgical or diagnostic treatment thereof.

This exclusion does not apply to loss resulting from the **Covered Person's Accidental** bacterial infection or from consumption of a substance contaminated by bacteria.

### [Felony

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person** committing a felony, or attempting to commit a felony.]

[Intoxication and Narcotic

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person** being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless taken on the advice of a **Physician** and used in accordance with the prescription.]

[Nuclear Biological and Chemical

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination.]

[Participation in Extreme Sports

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** participation in scuba diving to depths of more than 100 feet; skydiving; hang-gliding or para-gliding; parasailing other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.]

[Participation in a Race or Speed Contest

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** engaging in or participating in a motorized vehicular race or speed contest including training or practice.]

[Professional Sporting Events

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** participation in any professional sporting activity in which a salary or prize money is awarded.]

[Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** suicide, attempted suicide or intentionally self-inflicted injury.

[Terrorism

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **Terrorism.** ]

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

[Weapons of Mass Destruction

This insurance does not apply to any **Accident, Accidental Bodily Injury**, or loss caused by or resulting from, directly or indirectly, any **Weapons of Mass Destruction.**]

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SECTION VIII: Definitions

Accident or Accidental

**Accident** or **Accidental** means a sudden, unforeseen, and unexpected event which happens by chance, arises from a source external to the **Covered Person**, is independent of illness, disease or other bodily malfunction and is the direct cause of loss.

### **Accidental Bodily Injury**

**Accidental Bodily Injury** means bodily injury, which is:

- 1) **Accidental**;
- 2) the direct cause of a loss; and
- 3) occurs while an **Covered Person** is insured under this policy, which is in force.

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

[**Accidental Bodily Injury** also means [a **Heart or Circulatory Failure**] [and] [a **Repetitive Motion Injury**] [.]

### **Activity of Daily Living**

**Activities of Daily Living** means

- 1) eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube intravenously;
- 2) toileting – getting to and from the toilet, getting on and off the toilet and performing associated hygiene;
- 3) transferring – moving into or out of a bed, chair or wheelchair;
- 4) bathing – washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- 5) dressing – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 6) continence – ability to maintain the control of bowel and bladder functions; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag). ]

### **Benefit Amount**

**Benefit Amount** means the amount stated in the **Declarations** for this policy which applies:

- 1) at the time [of an **Accident**] during the Policy Period; and
- 2) to the **Covered Person**.

### **Brain Damage**

**Brain Damage** means physical damage to the brain that causes a **Covered Person's** inability to perform, without assistance, at least [three (3)] **Activities of Daily Living**. ]

### **Burn or Burned**

**Burn or Burned** means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.]

### **Carjacking**

**Carjacking** means the unlawful forced removal or detention of the **Covered Person** while operating or riding as a passenger in, boarding or alighting from, a **Private Passenger Automobile** during the theft or attempted theft of such **Private Passenger Automobile**. The **Carjacking** must be confirmed in writing by a police report in the jurisdiction where the **Loss** occurs.

### **Child Care Expense**

**Child Care Expense** means the actual incurred costs for the care and supervision of the **Covered Person's Dependent Child** who is less than age [thirteen (13)]. ]

### **Coma**

**Coma** means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which the **Covered Person** cannot be aroused to consciousness even by powerful stimulation. ]

### **Common Accident**

**Common Accident** means the same **Accident** [or separate **Accidents** that occur within the same consecutive twenty-four (24) hour period] and result in **Loss of Life** to multiple **Covered Persons**.]

### **Common Carrier**

**Common Carrier** means any motorized land, water or air **Conveyance**, operated by an organization other than the **Covered Person**, organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract.

### Company

**Company** means Federal Insurance Company.

### Conveyance

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

### Covered Person

**Covered Person** means a person qualifying as a class member as shown in the **Declarations**.

However, a person ceases to be a **Covered Person** on the Anniversary Date following attainment of [age eighty (80)].

### Covered Trip

**Covered Trip** means any pre-paid tour, trip or vacation:

- 1) occurring while the policy is in-force and the individual is a **Covered Person**;
- 2) which includes at least one overnight stay away from the **Covered Person's Location of Permanent Residence**;
- 3) with a destination that is more than [one hundred (100) miles] from the **Covered Person's Location of Permanent Residence** [or with a minimum trip cost of [\$250)]; and
- 4) not exceeding [one hundred and twenty (120)] days in duration [;and
- 5) arranged by a **Travel Agency**.]

Trip cost includes all charges imposed by the **Travel Supplier** and incurred by the **Policyholder** or the **Policyholder's spouse** [or **Domestic Partner**].

### Declarations

**Declarations** means the most recent document issued to you as part of this policy that shows the benefits and amounts of insurance we issued to you, including any subsequent Endorsements.

### Dependent Child

**Dependent Child** means the **Policyholder's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the **Policyholder**. The **Dependent Child** must be primarily dependent upon such **Policyholder** for maintenance and support, and must be:

- 1) under the age of [nineteen (19)];
- 2) under the age of [twenty-five (25)] if enrolled as a full-time student at an **Institution of Higher Learning** ;  
or
- 3) classified as an **Incapacitated Dependent Child**.

### [Dependent Parent

**Dependent Parent** means the parent(s) or grandparent(s) of a **Covered Person**[,or] spouse [or **Domestic Partner**] who, at the time of an **Accident**, is receiving support and care provided by the **Covered Person**, spouse, [or **Domestic Partner**, ] as evidenced by United States income tax returns showing such parent as dependent. ]

### [Domestic Employee

**Domestic Employee** means:

- 1) an employee of:
  - a) the **Policyholder**;
  - b) the **Policyholder's** spouse; [or
  - c) the **Policyholder's Domestic Partner**;] or
- 2) an employee leased by a labor leasing firm to:
  - a) the **Policyholder**;
  - b) the **Policyholder's** spouse; [or
  - c) the **Policyholder's Domestic Partner**;]

whose duties are related to household or domestic services, or one who performs similar duties elsewhere .

**Domestic Employee** does not include an employee related solely to the business of a **Policyholder** or a **Policyholder's** spouse [or **Domestic Partner**]. ]

### **Domestic Partner**

**Domestic Partner** means a person designated by a **Policyholder** who is registered as a **Domestic Partner** or legal equivalent under the laws of the governing jurisdiction or who:

- 1) is at least [eighteen (18)] years of age and competent to enter into a contract;
- 2) is not related to the **Policyholder** by blood;
- 3) has exclusively lived with the **Policyholder** for at least [one (1) year] prior to the effective date of the policy;
- 4) is not legally married to or separated from someone else; and
- 5) as of the effective date of the policy, has with the **Policyholder** at least (2) of the following financial arrangements:
  - a) a joint mortgage or lease;
  - b) a joint bank account;
  - c) joint title or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
  - d) a joint credit card account with a financial institution.

Neither the **Policyholder** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.]

### **Education Expense**

**Education Expense** means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source. ]

### **Elimination Period**

**Elimination Period** means the consecutive amount of time, shown in the **Declarations**, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of a **Covered Person's** loss. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**. ]

### **Felonious Assault**

**Felonious Assault** means any willful and unlawful use of force by an individual against a **Covered Person** in connection with the commission, or attempted commission of robbery, theft, kidnapping, hostage taking, hijacking/skyjacking, assault, murder, manslaughter, riot, or insurrection. Such use of force must be a felony or the equivalent of a felony under any country, state, territory or local statutory or common law applicable in the jurisdiction where **Accident, Accidental Bodily Injury** or loss occurs. ]

### **Gainful Occupation**

**Gainful Occupation** means an occupation, including self employment, that is or can be expected to provide the **Covered Person** with an income equal to at least [60%] of the **Covered Person's** monthly earnings within twelve (12) months after the **Covered Person's** return to work. ]

### **Heart or Circulatory Failure**

**Heart or Circulatory Failure** means a myocardial infarction, angina pectoris, coronary thrombosis or cerebral vascular accident but only if all of the following conditions are met:

- 1) the **Heart or Circulatory Failure** of a **Covered Person** occurs within twenty four (24) hours after participating in a **Covered Activity**;
- 2) the **Covered Person** is under [sixty five (65)] years of age on the date of the **Heart or Circulatory Failure**;
- 3) the first symptom of **Heart or Circulatory Failure** is medically diagnosed within twenty four (24 ) hours after a **Covered Person's** participation in a **Covered Activity**; and
- 4) within [two (2) years] prior to the date a **Covered Person** participates in a **Covered Activity**, such **Covered Person**:
  - a) has not been medically diagnosed with any disease, illness or condition of the heart or circulatory system; or
  - b) has not received any medication or treatment for any disease, illness or condition of the heart or circulatory system.

### **Hemiplegia**

**Hemiplegia** means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than [365 days] as determined by a **Physician** approved by the Company. ]

### **[Hijacking /Skyjacking]**

**Hijacking/Skyjacking** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance and its crew, in which the **Covered Person** is traveling. ]

### **[Home Alteration]**

**Home Alteration** means changes to the **Covered Person's** primary residence that are necessary to make the residence accessible and habitable for such **Covered Person**. ]

### **[Home Health Agency]**

**Home Health Agency** means an entity engaged in arranging and providing nursing services, home health aide services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where services are rendered, as meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies. ]

### **[Home Health Care]**

**Home Health Care** means **Medically Necessary** services provided and billed by a **Home Health Agency**. Such services must be prescribed and supervised by a **Physician** in accordance with a medical treatment plan. ]

### **Hospital**

**Hospital** means an institution that:

- 1) holds a license as a hospital, where such licensing is required;
- 2) operates primarily for the care and treatment of sick and injured persons as in-patients;
- 3) has a staff of one or more **Physicians** available at all times;
- 4) provides 24-hour nursing service and has at least one registered nurse on duty at all times;
- 5) has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and
- 6) is not, except incidentally, a nursing home, rest home or convalescent home, or a facility for the aged or for alcohol or drug addicts.

### **Immediate Family Member**

**Immediate Family Member** means spouse, [**Domestic Partner**,] children, including adopted children and those children placed for adoption, grandchildren, parents, parents-in-law, siblings, siblings-in-law, nieces, nephews, aunts, uncles and grandparents. **Immediate Family Member** also means step relations and any other person over whom the **Covered Person** has legal guardianship.

### **Incapacitated Dependent Child**

**Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the **Covered Person** for support and maintenance. The incapacity must have occurred while the child was:

- 1) under the age of [nineteen (19)]; or
- 2) under the age of [twenty-five (25)] if enrolled as a full-time student at an **Institution of Higher Learning**.

### **[In-Hospital]**

**In-Hospital** means registered as an in-patient and confined to a **Hospital** while being treated by a **Physician**. **In-Hospital** does not include confinement solely for convalescent or nursing care. ]

### **[Institution of Higher Learning]**

**Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.]

### **Location of Permanent Residence**

**Location of Permanent Residence** means the city where the **Covered Person** has established his/her fixed and permanent principal home.

## Loss

**Loss** means **Accidental**:

[**Loss of Foot**;  
[**Loss of Hand**;  
[**Loss of Hearing**;  
**Loss of Life**];  
[**Loss of Sight**;  
[**Loss of Sight of an Eye**;  
[**Quadriplegia**];  
[**Paraplegia**];  
[**Hemiplegia**];  
[**Loss of Speech**];  
[**Uniplegia**];  
[**Loss of Thumb and Index Finger**];  
[**Total Loss of Use**]

**Loss** must occur within one (1) year after the **Accident**.

### [Loss of Foot

**Loss of Foot** means the complete severance through or above the ankle joint. We will consider it a **Loss of Foot** even if the foot is later reattached. ]

### [Loss of Hand

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

### [Loss of Hearing

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

### Loss of Life

**Loss of Life** means death, including clinical death, determined by the local governing medical authorities.

### [Loss of Sight

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

### [Loss of Sight of an Eye

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

### [Loss of Speech

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

### [Loss of Thumb and Index Finger

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

### [Medical Expense

**Medical Expense** means **Reasonable and Customary Charges** for **Medical Services** [for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**]. ]

### **Medically Necessary**

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

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

### **Medical Services**

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

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of the **Covered Person** in an emergency transportation vehicle from the location where such **Covered Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**.

**Medical Services** do not include **Home Alterations** or **Vehicle Modifications**.]

### **Natural Disaster**

**Natural Disaster** means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that is due to natural causes

### **Occupant Protection Device**

**Occupant Protection Device** means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a **Seat Belt** recognized by the U.S. National Highway Transportation Safety Board. ]

### **Paraplegia**

**Paraplegia** means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than [365 days], as determined by a **Physician** approved by the Company. ]

### **Permanent Total Disability**

**Permanent Total Disability** means **Total Disability** that:

- 1) continues without interruption during, and subsequent to, the **Elimination Period**; and
- 2) is reasonably expected, in the opinion of a **Physician** approved by Us, to continue without interruption and without expectation of full or partial recovery for the rest of the **Covered Person's** life.]

### **Physician**

**Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) a **Covered Person**;
- 2) an **Immediate Family Member**;
- 3) a **Covered Person's** employer or business partner; or
- 4) the Policyholder ]

### **Policyholder**

**Policyholder** means the individual who is shown on the **Declarations**.

### **Pre-Existing Condition**

**Pre-Existing Condition** means illness, disease or **Accidental** injury of the **Covered Person** for which medical advice, diagnosis, care or treatment was recommended or received within the [sixty (60) day] period immediately prior to the original inception date of coverage as shown in the **Declarations**. The taking of prescription drugs or medication for a controlled condition throughout this [sixty (60)] day period will not be considered to be a treatment of illness or disease.]

### **[Private Passenger Automobile]**

**Private Passenger Automobile** means a [four-wheeled] motor vehicle with a maximum seating capacity of [nine (9) people], manufactured, designed and registered as a private passenger vehicle for travel on public roads. ]

### **[Psychological Therapy]**

**Psychological Therapy** means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment. ]

### **[Psychological Therapy Expense]**

**Psychological Therapy Expense** means **Reasonable and Customary Charges** for **Psychological Therapy.**]

### **[Quadriplegia]**

**Quadriplegia** means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than [365 days], as determined by a **Physician** approved by the Company. ]

### **[Reasonable and Customary Charges]**

**Reasonable and Customary Charges** means the lesser of:

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

### **[Rehabilitation]**

**Rehabilitation** means treatment other than **Psychological Therapy** intended to prepare the **Covered Person** for work in any **Gainful Occupation**, including the **Covered Person's** regular occupation that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 2) provided in a **Hospital** or other facility, which is licensed to provide such treatment.

The **Rehabilitation** must take place under the direction of a **Physician.** ]

### **[Rehabilitation Expense]**

**Rehabilitation Expense** means **Reasonable and Customary Charges** for **Rehabilitation.** ]

### **[Repetitive Motion Injury]**

**Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia; stress fractures; tendinitis; and Carpal Tunnel Syndrome. [Treatment by a **Physician** for a **Repetitive Motion Injury** must occur within [30 days] of participation in a **Covered Activity** . We must have satisfactory proof that the **Repetitive Motion Injury** resulted from the participation in the **Covered Activity.**]

### **[Seat Belt]**

**Seat Belt** means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards of the U. S. National Highway Transportation Safety Board and has been installed in accordance with the manufacturer's instructions. ]

### **[Scheduled Aircraft]**

**Schedule Aircraft** means an aircraft owned or operated by a **Scheduled Airline.**]

### **[Scheduled Airline]**

**Schedule Airline** means an airline which is either:

- 1) registered and certified by the Government of the United States of America to carry passengers on a regularly scheduled basis; or
- 2) registered and certified by any other governmental authority with competent jurisdiction to carry passengers on a regularly scheduled basis.]

### **[Sickness]**

**Sickness** means illness or disease which requires the attendance of a **Physician.**

### **[Spouse [or Domestic Partner] Employment Training Expense]**

**Spouse [or Domestic Partner] Employment Training Expense** means the actual costs incurred by a spouse [or **Domestic Partner**] for tuition, fees, room and board billed by an **Institution of Higher Learning**. spouse [or **Domestic Partner**] **Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Covered Person's** spouse [or **Domestic Partner**] to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment. ]

### Temporary Total Disability

**Temporary Total Disability** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents the **Covered Person** from performing all the substantial and material duties of such **Covered Person's** regular occupation[, or with respect to the **Covered Person** who is unemployed, prevents such **Covered Person** from engaging in the normal and customary activities of a person of like age and sex in good health];
- 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and
- 3) requires the continuous care of a **Physician**. ]

### Terrorism

**Terrorism** means activities against persons, organizations or property of any nature:

- 1) that involve the following or preparation for the following:
  - a) use or threat of force or violence; or
  - b) commission or threat of a dangerous act; or
  - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- 2) when one or both of the following applies:
  - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious social or economic objectives or to express (or express opposition to) a philosophy or ideology.]

### Total Disability

**Total Disability** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Covered Person** from performing all the substantial and material duties of any **Gainful Occupation** for which such **Covered Person** is qualified, or could be qualified, by reason of education, training, experience, or skill;
- 2) causes a condition which is medically determined by a **Physician**, approved by Us, to be of continuous and indefinite duration; and
- 3) requires the continuous care of a **Physician**, unless the **Covered Person** has reached his or her maximum point of recovery.]

### Total Loss of Use

**Total Loss of Use** means the permanent and total inability to function of:

- 1) One Hand or One Foot;
- 2) Both Hands or Both Feet or a Combination of One Hand and One Foot;
- 3) One Arm or One Leg;
- 4) Both Arms or Both Legs or a Combination of One Arm and One Leg;
- 5) Both Arms and Both Legs,

as determined by a **Physician**, approved by **Us**.]

### Tour Operator

**Tour Operator** means an entity which organizes travel components into packaged arrangements.

### Travel Agency

**Travel Agency** means an entity with whom travel arrangements were made by the **Covered Person**.

### Travel Supplier

**Travel Supplier** means the **Tour Operator**, occupancy provider, cruise line, airline, railroad or other **Common Carriers**.

### **Uniplegia**

**Uniplegia** means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than [365 days], as determined by a **Physician** approved by the Company. ]

### **Vehicle Modification**

**Vehicle Modification** means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or driveable by the **Covered Person**. ]

### **Vocational Training Expense**

**Vocational Training Expense** means the actual costs incurred for tuition, fees, room and board billed by an **Institution of Higher Learning** for training that is intended to prepare the **Covered Person** for work in any **Gainful Occupation**. **Vocational Training Expense** includes costs for required books or course supplies. ]

### **Weapons of Mass Destruction**

**Weapons of Mass Destruction** means any weapon whether or not designed or constructed as such capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination.]

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## SECTION IX: GENERAL CONDITIONS

### **Absolute Assignment**

The **Covered Person's** rights under this policy may be irrevocably assigned. However, we will only recognize an assignment if the **Covered Person** has given us prior written notice and has our written acknowledgment of the assignment.

### **Beneficiary**

The **Loss of Life Benefit Amount** will be paid to the estate of the **Covered Person** unless the **Covered Person** has designated in writing another beneficiary and the Beneficiary Designation Request is [on file with the Company approved Administrator] [made part of this policy].

All other benefits are paid to the **Covered Person**, unless otherwise directed by the **Covered Person** or the **Covered Person's** designee. If any benefits are for a **Dependent Child(ren)**, they will be paid to the **Policyholder**.

The **Covered Person**, and no one else, has the right to change their beneficiary. The **Covered Person** does not need the consent of anyone to do so. Changes must be in writing, filed with us, and made a part of this policy. We do not assume any responsibility for the validity of these changes.

### **Cancellation, Nonrenewal and Grace Period**

The **Policyholder** is entitled to a grace period of thirty-one (31) days for the payment of premium due. This policy will continue in force during the grace period. We may cancel this policy with 10 days' notice if the **Policyholder** fails to pay the premium within the grace period of thirty-one (31) days after the premium due date, except for the first premium due during the policy Period.

The grace period does not apply to the first premium payable during the Policy Period. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. We are not required to provide notification of such termination.

The **Policyholder** may cancel this policy by sending us written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is mailed or transmitted.

We may cancel or nonrenew this policy for any reason permitted by law other than non-payment of premium by sending written notice at least forty-five (45) days before the Anniversary Date shown in the **Declarations**.

We will send notice of cancellation or nonrenewal to the **Policyholder** at the last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

If We or the **Policyholder** cancels this policy, or we nonrenew the policy, all coverage will cease on the effective date of the cancellation or nonrenewal and there is no coverage for any trip occurring on or after the effective date of the cancellation or nonrenewal.

In the event of cancellation by the **Policyholder** or by us, we will refund any unearned premium as soon as possible after the effective date of the cancellation. The unearned premium will be computed pro rata for the unexpired term for each part of the policy.

#### Claim Forms

When we receive notice of a claim we will send the **Covered Person** or the **Covered Person's** designee, within fifteen (15) days, forms for giving us Proof of Loss. If the **Covered Person** or the **Covered Person's** designee does not receive the forms, the **Covered Person** or the **Covered Person's** designee should send us a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made.

#### Claim Notice

Written Claim Notice must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Covered Person**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

#### Claim Payment

For all benefits payable under this policy except those for disability, we will pay the **Covered Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after we receive a complete Proof of Loss if the **Covered Person** has complied with all the terms of this policy.

#### Claim Proof of Loss

Written Proof of Loss must be given to us within ninety (90) days after the date of loss, or as soon as reasonably possible. Failure to give written Proof of Loss within these times will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss.

#### Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, **Covered Person** and the **Covered Person's** beneficiary, if applicable, must fully cooperate with us in our handling of the claim or suit, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that we may require.

#### Compliance by Covered Person

We have no duty to provide coverage under this policy unless the **Covered Person** has fully complied with all the terms and conditions of this policy.

#### Concealment or Fraud

We do not provide coverage if any **Covered Person**, **Policyholder** or beneficiary has intentionally concealed or misrepresented any material fact relating to a loss or relating to this policy before or after a loss.

#### Conforming to State Law

If any provision of this policy conflicts with the laws of the state the policy is issued in, this policy is amended to conform to those laws.

#### Conforming to Trade Sanction Laws

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

## Entire Contract and Application

This policy, the **Policyholder's** application, together with the endorsements and Beneficiary Designation attached to this policy, constitute the entire contract of insurance. If an application is completed to by Policyholder in connection with this policy, then we will attach the application form to the policy when the policy is issued.

## Examination Under Oath

We have a right to examine under oath, as often as we may reasonably require, the **Policyholder, Covered Person** or the **Covered Person's** beneficiary. We may also require the **Policyholder, Covered Person** or the **Covered Person's** beneficiary to provide a signed description of the circumstances surrounding the loss and their interest in the loss. The **Policyholder, Covered Person** and the **Covered Person's** beneficiary will also produce all records and documents requested by us and will permit us to make copies of such records or documents.

## Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after we have been given complete, written Proof of Loss. No such action may be brought after three (3) years from the time complete, written Proof of Loss is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will we be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts**.

## Physical Examination and Autopsy

We have the right to have the **Covered Person** examined by a **Physician** approved by us, as often as reasonably necessary while a claim is pending. We may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that we require will be done at our expense.

## Policy Changes

This policy can be changed only by a written endorsement issued by us and accepted by the **Policyholder**.

## Policy Period

The effective dates of your policy are shown in the **Declarations**. Those dates begin at 12:01 a.m. standard time at the mailing address shown. Each renewal period will be for a similar term.

## Premium Payment

The **Policyholder** will remit to us all premium due under this policy, subject to the grace period specified in the Cancellation, Nonrenewal and Grace Period condition.

## Premium Rate Changes

We may change the premium rates for this policy on the Anniversary Date. We will give the **Policyholder** at least forty-five (45) days prior written notice.

## Renewals

We may offer to renew this policy, at the premiums and under the policy provisions in effect at the date of renewal. We can do this by mailing the **Policyholder** a bill for the premium to the address shown in the **Declarations**, along with any changes in the policy provisions or amounts of coverage. If you do not accept our offer, this policy will automatically terminate at the end of the current Policy Period. We are not required to provide notification of such termination.

## Spouse [or Domestic Partner] Continuation

If the **Policyholder** attains age [eighty (80)] or suffers **Loss of Life**, then the **Policyholder's** spouse [or **Domestic Partner**] may purchase a new policy in his or her name.

## Statements by Policyholder or Covered Person and Incontestability

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

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

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

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

#### Titles of Paragraph

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

#### Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for Workers' Compensation Insurance.



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## Arkansas Endorsement

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**Effective Date:** [01-01-02]  
**Policy Number:** [1234-56-7890]  
**Policyholder:** [ABC, Inc.]  
**Policy Period:** [01-01-02 to 01-01-03]  
**Name of Company:** **[Federal Insurance Company]**  
**Issue Date:** [12-01-02]

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It is agreed that the Policy is amended as follows:

The Terrorism exclusion that appears in Section VII: Policy Exclusions is deleted in its entirety.

The Weapons of Mass Destruction exclusion that appears in Section VII: Policy Exclusions is deleted in its entirety

The Accident definition that appears in Section VIII: Definitions is deleted in its entirety and replaced with the following:

**Accident or Accidental**

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which happens by chance, is independent of illness, disease or other bodily malfunction and is the direct cause of loss.

The Terrorism definition that appears in Section VIII: Definitions is deleted in its entirety.

The Weapons of Mass Destruction definition that appears in Section VIII: Definitions is deleted in its entirety.

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All other terms and conditions of the policy remain unchanged.

\_\_\_\_\_  
Authorized Representative



# Federal Insurance Company

## Individual Accident Insurance Application

### Section I Policyholder Information

Name of Policyholder John Doe Date of Birth: \_\_\_\_\_

Address 123 Main Street

City: Any Town State: Any State Zip Code 08822

Phone Number (908) 555 1234

Contact Name John Doe

Effective Date: 01-01-03

Policy Number: 223456789

### Section II Producer

Agent or Broker: Mary Doe

Name of Firm: Any Firm

## INSURANCE REQUESTED

### CLASS OF INSURED PERSONS - Check which class you wish to insure

- [ ] **[Policyholder, Spouse [or Domestic Partner] who have elected insurance and who pay the required premium.]**
- [ ] **[Dependent Child for whom the Policyholder has elected insurance and pay the required premium.]**
- [ ] **[Domestic Employee while traveling with a Class 1 or Class 2 Covered Person for whom the Policyholder has elected insurance and pay the required premium.]**

### Loss of Life Benefit Amount

#### Class

1 [\$100,000]

2 [\$10,000]

3 [\$10,000]

## ACCIDENTAL LOSS OF LIFE & DISMEMBERMENT

### SELECT BENEFIT

Accidental:	Percent of Loss of Life Benefit Amount
<b>Loss of Life</b>	100%
<input type="checkbox"/> [ ] <b>[Loss of Speech and Loss of Hearing]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Speech and Loss of one of: Hand, Foot or Sight of an Eye]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Hearing and Loss of one of: Hand, Foot or Sight of an Eye]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Both Hands, Loss of Both Feet, Loss of Sight of Both Eyes or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of an Eye ]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Quadruplegia]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Paraplegia]</b>	[75%]
<input type="checkbox"/> [ ] <b>[Hemiplegia]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Loss of One Hand, Loss of One Foot or Loss of Sight of an Eye ]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Loss of Speech or Loss of Hearing]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Uniplegia]</b>	[25%]
<input type="checkbox"/> [ ] <b>[Loss of Thumb and Index Finger ]</b>	[25%]

[ADDITIONAL BENEFITS:

BENEFIT		BENEFIT AMOUNT														
[ ]	BRAIN DAMAGE	[\$10,000]														
[ ]	COMA	[\$10,000] Maximum Benefit Amount [\$10,000]														
[ ]	PERMANENT TOTAL DISABILITY (Extended Lump Sum)	[\$1,000] per month Maximum Benefit Amount [\$100,000] Elimination Period [365] days														
[ ]	PERMANENT TOTAL DISABILITY (Lump Sum )	[\$100,000] Elimination Period [365] days														
[ ]	PERMANENT TOTAL DISABILITY (Monthly)	[\$1,000] Maximum Benefit Amount [\$100,000] Elimination Period [365] days														
[ ]	TOTAL LOSS OF USE	<table border="0"> <tr> <td>Loss of Use of:</td> <td style="text-align: right;"><b>Percentage of Principal Sum</b></td> </tr> <tr> <td>One Hand or One Foot</td> <td style="text-align: right;">[25%]</td> </tr> <tr> <td>Both Hands or Both Feet or a Combination of One Hand and One Foot</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>One Arm or One Leg</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>Both Arms or Both Legs or a Combination of One Arm and One Leg</td> <td style="text-align: right;">[75%]</td> </tr> <tr> <td>Both Arms and Both Legs</td> <td style="text-align: right;">[100%]</td> </tr> <tr> <td colspan="2"><b>Elimination Period:</b> [365] days</td> </tr> </table>	Loss of Use of:	<b>Percentage of Principal Sum</b>	One Hand or One Foot	[25%]	Both Hands or Both Feet or a Combination of One Hand and One Foot	[50%]	One Arm or One Leg	[50%]	Both Arms or Both Legs or a Combination of One Arm and One Leg	[75%]	Both Arms and Both Legs	[100%]	<b>Elimination Period:</b> [365] days	
Loss of Use of:	<b>Percentage of Principal Sum</b>															
One Hand or One Foot	[25%]															
Both Hands or Both Feet or a Combination of One Hand and One Foot	[50%]															
One Arm or One Leg	[50%]															
Both Arms or Both Legs or a Combination of One Arm and One Leg	[75%]															
Both Arms and Both Legs	[100%]															
<b>Elimination Period:</b> [365] days																
[ ]	BURN	[\$2,000]														
[ ]	CARJACKING	[\$10,000]														
[ ]	CHILD CARE EXPENSE	[\$10,000] [Alternate Benefit Amount [\$1,000]] Maximum Benefit Amount [\$50,000]														
[ ]	EDUCATION EXPENSE	[\$10,000] [Alternate Benefit Amount [\$1,000]] Maximum Benefit Amount [\$50,000]														
[ ]	ENHANCED IN-HOSPITAL	Daily Benefit Amount [\$200] Maximum Number of Days [ 7] Elimination Period [3]														
[ ]	[EXCESS] MEDICAL EXPENSE	[\$10,000] per Covered Trip														
[ ]	FELONIOUS ASSAULT	[\$25,000]														
[ ]	HOME ALTERATION OR VEHICLE MODIFICATION	Benefit Amount For Home Alteration [\$10,000] Benefit Amount for Vehicle Modification [\$10,000] Maximum Benefit Amount [\$20,000]														
[ ]	HOME HEALTH CARE	Maximum Benefit Amount [\$2,000]														
[ ]	IN-HOSPITAL BENEFIT	Daily Benefit Amount [\$100] Maximum Number of Days [7] Elimination Period [7] Days														
[ ]	NATURAL DISASTER	[\$10,000]														
[ ]	PARENT CARE	[\$5,000] Maximum Amount [\$40,000]														
[ ]	PSYCHOLOGICAL THERAPY	[\$5,000]														

**[ADDITIONAL BENEFITS (Continued)]**

BENEFIT		BENEFIT AMOUNT
<input type="checkbox"/>	RECONSTRUCTIVE SURGERY	[\$5,000]
<input type="checkbox"/>	REHABILITATION EXPENSE	[\$5,000]
<input type="checkbox"/>	SEAT BELT	[\$5,000] [Alternate Benefit Amount [\$2,500]]
<input type="checkbox"/>	SEAT BELT AND OCCUPANT PROTECTION DEVICE	Seat Belt Amount [\$5,000] [Alternate Benefit Amount [\$2,500]] Occupant Protection Device Benefit Amount [\$5,000] Maximum Benefit Amount [\$10,000]
<input type="checkbox"/>	SPOUSE EMPLOYMENT TRAINING EXPENSE	[\$25,000]
<input type="checkbox"/>	TEMPORARY TOTAL DISABILITY	Weekly Benefit Amount [\$300] Maximum Benefit Period [26] Weeks Elimination Period [7] days
<input type="checkbox"/>	VOCATIONAL TRAINING EXPENSE	[\$5,000]

]

**HAZARDS**

<input type="checkbox"/>	[24 Hour Business and Pleasure]
<input type="checkbox"/>	[All Conveyance Business and Pleasure]
<input type="checkbox"/>	[Common Carrier Business and Pleasure]
<input type="checkbox"/>	[Covered Activities]
<input type="checkbox"/>	[Covered Trip 24 Hour Business and Pleasure]
<input type="checkbox"/>	[Hijacking or Skyjacking]
<input type="checkbox"/>	[Private Passenger Automobile Business and Pleasure]
<input type="checkbox"/>	[Scheduled Air Business and Pleasure]
<input type="checkbox"/>	[Specified Trip]
<input type="checkbox"/>	[Specified Event]

**Premium Information**

Class	Rate
1	[\$0.00 per \$1,000]
2	[\$0.00 per \$1,000]
3	[\$0.00 per \$1,000]

**Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

**Fraud Warning**

**Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.**

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

SERFF Tracking Number: CHUB-126493431 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: 45131  
 Company Tracking Number: 09-AP-10F/R  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: Individual Accident Policy  
 Project Name/Number: Individual Accident Filing/09-AP-10-F/R

**Rate Information**

Rate data applies to filing.

**Filing Method:** Prior Approval  
**Rate Change Type:** Neutral  
**Overall Percentage of Last Rate Revision:** 0.000%  
**Effective Date of Last Rate Revision:**  
**Filing Method of Last Filing:**

**Company Rate Information**

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Federal Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking Number: CHUB-126493431 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: 45131  
 Company Tracking Number: 09-AP-10F/R  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: Individual Accident Policy  
 Project Name/Number: Individual Accident Filing/09-AP-10-F/R

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 03/11/2010	Individual Accident Rate Manual	IA 5000	New		IA Rate Manual Nationwide FINAL.pdf

## Individual Accident Insurance Benefits

### Part I: Introduction

For each insured, determine the amount of coverage selected. Perform steps 1 to 4 for each insured based on the coverage amount.

For each policy, the rating structure is broken down into five steps:

For each insured:

Step 1: Select the net base 24 Hour Business & Pleasure accidental death and dismemberment (AD&D) rate for the insured selected;

Step 2: Adjust the net base rate to reflect an alternate hazard, and/or optional exclusions buy in or buy out, if applicable;

Step 3: Adjust net pricing to reflect any additional coverage chosen;

Step 4: Modify the net premium using scheduled Premium Adjustment Factors. Determine the age bracket for each insured 0-69, 70-74, 75-80, 81-84 and 85+. Apply the appropriate premium gross up factor depending on distribution channel.

For all insureds under a single policy:

Step 5: The total premium equals the sum of each insured's calculated premium (per step 1-4).

### Part II: Net Cost Base Rates for Accident Benefits

“Net” refers to the pure insurance cost excluding gross up for commissions, expenses and profits.

**Accidental Death (AD):** Net annual rate per \$1,000 coverage for 24-Hour Business & Pleasure coverage is \$0.436

**Dismemberment:** 10.0% of the net Base AD&D rate for default benefit amount of 100% of the loss of life benefit

**Accidental Death & Dismemberment (AD&D): Net annual rate per \$1,000 coverage for 24-Hour Business & Pleasure coverage is \$0.4796**

**Brain Damage:** 5.0% of the net Base AD&D rate for default benefit amount of 100% of the loss of life benefit

**Coma:** 4.0% of the net Base AD&D rate for default benefit amount of monthly benefit amount of 1% of the covered person's loss of life benefit with an elimination period of 365 days

**Paralysis:** 5.0% of the net Base AD&D rate with benefits as a percentage of the loss of life benefit amount

- Paraplegia - 100%
- Quadriplegia - 100%
- Hemiplegia - 75%
- Uniplegia - 25%

**PTD Extended Lump Sum:**

- 23.0% of the net Base AD&D rate with an Elimination Period of 12 Month for default benefit amount of 1% of the loss of life benefit
- 26.0% of the Base AD&D rate with an Elimination Period of 6 Month for default benefit amount of 100% of the loss of life benefit

**PTD Lump Sum:**

- 31.0% of the Base AD&D rate with an Elimination Period of 12 Month for default benefit amount of 100% of the loss of life benefit
- 56.0% of the Base AD&D rate with an Elimination Period of 6 Month for default benefit amount of 100% of the loss of life benefit

**PTD Monthly:**

- 18.5% of the net Base AD&D rate with an Elimination Period of 12 Month for default benefit amount of 1% of the loss of life benefit
- 20.0% of the net Base AD&D rate with an Elimination Period of 6 Month for default benefit amount of 1% of the loss of life benefit

**Loss of Use:** 7.0% of the net Base AD&D rate for the following benefit schedule:

One hand or one foot	25% of the loss of life benefit
Both hands or both feet or a combination	50% of the loss of life benefit
One arm or one leg	50% of the loss of life benefit
Both arms or both legs or a combination	50% of the loss of life benefit
Both arms and both legs	100% of the loss of life benefit

### **Part III: Net Cost Base Rates for Additional Benefits**

The rating for additional benefits is shown as a percentage of the base AD&D rate unless noted differently below. The rates shown are applicable for the

default benefit amount stated in the contract. If the policyholder selects a benefit amount other than the default value, the rates will be adjusted accordingly.

**Burn:** 4.0% of the Base AD&D rate for default benefit amount of 10% of the loss of life benefit

**Carjacking:** 0.00126 per \$1,000 loss of life benefit, for default benefit amount of 10% of the loss of life benefit

**Child Care Expense:** 2.0% of the net Base AD&D rate covering child up to age 13, for a reimbursement benefit up to 3.8% of the loss of life benefit

**Education Expenses:** 2.0% of the net Base AD&D rate for a maximum annual benefit amount of \$10,000.

**Enhanced In-Hospital Benefit:** For benefit amount of \$5 per day, charge the corresponding percent of the net AD&D Base Rate:

		Payout Period				
		7 days	14 days	21 days	30 days	180 days
Waiting Period	0 days	38.5%	46.2%	50.3%	53.2%	58.7%
	3 days	6.0%	8.2%	8.5%	10.4%	12.3%
	5 days	2.0%	3.0%	3.5%	3.9%	4.8%
	7 days	1.1%	1.6%	1.9%	2.2%	2.8%

### Excess Medical

**(a) Accident Medical:** Charges the following amounts depending on the limit selected:

*In \$US*

Limit	Excess Indicated Premium	Limit (continued)	Excess Indicated Premium (continued)
500	121.22	6,000	700.93
1,000	204.87	7,000	777.00
1,500	282.60	8,000	812.18
2,000	351.02	9,000	963.91
2,500	411.57	10,000	967.81
3,000	465.71	15,000	1,536.28
3,500	514.85	20,000	1,491.61
4,000	560.43	30,000	1,470.18
4,500	621.15	40,000	1,539.30
5,000	643.53	50,000	1,662.24

**(b) Sickness:** Charges the following amounts depending on the limit selected:

*In \$ US*

Limit	Excess Indicated Premium
250	12.21
500	23.24
750	27.26
1,000	42.58
1,250	43.19
1,500	44.68
2,000	50.37
2,500	56.75
3,000	59.45

**Felonious Assault:** Charges \$3.817 for default benefit amount of \$25,000

**Home Alteration or Vehicle Modification:** 2.0% of the Base AD&D rate for default benefit amount of 10% of the loss of life benefit

**Home Health Care:** 0.3% of the net Base AD&D rate for a reimbursement benefit per \$1,000

**In-Hospital Benefit:** Charges 10% of the net Enhanced In-Hospital Benefit Rate

**Natural Disaster:** 0.11% of the Base AD&D rate per \$1,000 for Nationwide coverage

**Parent Care:** 0.16% of the Base AD&D rate for default benefit amount of \$10,000

**Psychological Therapy:** 1.0% of the Base AD&D rate for default benefit amount of 2% of the loss of life benefit

**Reconstructive Surgery:** 3.0% of the Base AD&D rate for default benefit amount of 2% of the loss of life benefit

**Rehabilitation Expenses:** 0.8% of the Base AD&D rate for default benefit amount of 2% of the loss of life benefit

**Seat Belt:** \$0.005 per \$1,000 loss of life benefit for default benefit amount of 10% of the loss of life benefit

**Seat Belt and Occupant Protection Device:** \$0.006 per 1,000 loss of life benefit for default benefit amount of 10% of the loss of life benefit

**Spouse Employment Training Expense:** 2.0% of the Base AD&D rate for default benefit amount of 5% of the loss of life benefit

**Temporary Total Disability:** 189% for every \$5 per week payable for 26 weeks, with elimination period of 1 week

**Vocational Training:** 0.3% of the net Base AD&D rate for default benefit amount of 10% of the loss of life benefit

## **Part IV: Hazard Adjustments**

The rating for an alternate hazard is a percentage of the 24-Hour Business & Pleasure base rate, unless noted differently below:

**All Conveyance Business & Pleasure Hazard:** 42.0% of the Base AD&D rate

**Common Carrier Business & Pleasure Hazard:** 2.9% of the Base AD&D rate

**Hijacking or Skyjacking Hazard:** 3.4% of the Base AD&D rate

**Private Passenger Auto Business & Pleasure Hazard:** 26.0% of the Base AD&D rate

**Scheduled Air Business & Pleasure Hazard:** 2.3% of the Base AD&D rate

**Covered Activity Hazard:** varied depending on activity and are shown below

### **Rating Special Activities and Events**

This coverage may be rated on either a per day basis or annual basis. When calculating the premium, keep the following in mind:

- a) Other risks not listed will be rated in conformity to similar activities which are listed below.
- b) For exposures/groups where more than one activity is involved, each activity is rated separately.
- c) To extend covered activities to include travel between the insured's home premises and the location of the covered activity/event, the base rate should be increased up to 20%.

Multiply the net Base AD rate by the following factor, after determining the group category:

<b>Group Category *</b>	<b>AD Factor</b>
A	0.459
B	0.688
C	1.147
D	1.835
E	2.982
F	4.817
G	8.028
H	13.761
I	22.936
J	37.844
K	64.220

\* defined in Appendix A

## **Part V: Premium Adjustments**

- A. State of Risk**
- B. Number of Individuals Covered**
- C. Target Permissible Loss Ratios**
- D. ADEA Adjustment**
- E. Collateral Lines**

## A. State of Risk

Depending on the states that the risk is located, a debit or credit may be applied to the total premium as scheduled below.

State	Recommended Factor
Alabama	35%
Alaska	40%
Arizona	35%
Arkansas	30%
California	-25%
Colorado	10%
Connecticut	-10%
Delaware	0%
Dist. of Columbia	40%
Florida	15%
Georgia	10%
Hawaii	-15%
Idaho	25%
Illinois	-15%
Indiana	0%
Iowa	0%
Kansas	10%
Kentucky	30%
Louisiana	25%
Maine	0%
Maryland	-30%
Massachusetts	-40%
Michigan	-10%
Minnesota	0%
Mississippi	50%
Missouri	30%

State	Recommended Factor
Montana	50%
Nebraska	10%
Nevada	15%
New Hampshire	-20%
New Jersey	-25%
New Mexico	50%
New York	-30%
North Carolina	20%
North Dakota	15%
Ohio	-10%
Oklahoma	30%
Oregon	10%
Pennsylvania	5%
Rhode Island	-25%
South Carolina	30%
South Dakota	35%
Tennessee	45%
Texas	0%
Utah	-10%
Vermont	0%
Virginia	-5%
Washington	-5%
West Virginia	30%
Wisconsin	5%
Wyoming	50%

## B. Number of Individuals Covered

The following factors should be applied to loss of life benefits:

Policyholder = 1.0

Policy holder and domestic partner = 2.0

Policyholder and dependent child = 1.11

Policy holder, domestic partner and dependent children = 2.11

Domestic employee = 0.10

Average number of lives per policy (excl. domestic employee) = 2.75

## C. Target Permissible Loss Ratios

Target Permissible Loss Ratio (PLR) =

$$1 - (\text{Commission } \%) - (\text{Expense } \%) - (\text{Profit } \%)$$

The Individual Accident product is anticipated to have four distribution channels with each having the following cost structures:

	<b>Individual PLD</b>	<b>Broker Producer</b>	<b>Mass Marketed</b>	<b>Direct to Consumer</b>
i) Commission	10.00%	15.00%	15.00%	0.00%
ii) Expense	12.20%	15.00%	45.00%	40.00%
<i>Premium Taxes and License Fees</i>	<i>2.30%</i>	<i>2.30%</i>	<i>2.30%</i>	<i>2.30%</i>
<i>Operating Expense Allowances</i>	<i>9.90%</i>	<i>12.70%</i>	<i>12.70%</i>	<i>12.70%</i>
<i>Marketing Expenses</i>	<i>0.00%</i>	<i>0.00%</i>	<i>30.00%</i>	<i>25.00%</i>
iii) Profit	5.00%	5.00%	5.00%	5.00%
iv) Total = i) + ii) + iii)	27.20%	35.00%	65.00%	45.00%
v) Target Permissible Loss Ratio = 1 - Total (iv)	72.80%	65.00%	35.00%	55.00%

Calculate the gross premium using the following formula:

$$\text{Gross Premium} = \text{Net Manual Premium} / \text{PLR}$$

## D. ADEA Adjustment

### AD & D

On the anniversary date following attainment of ages 70 and greater (81 and greater for Individual PLD), the policy holder has the option of accepting reduced benefits at the same price or accepting a higher price for the same coverage.

1) On the anniversary date following attainment of the following ages, apply the following factors to the sum assured, while keeping the prices the same:

Broker Producer/ Mass Marketed/ Direct to Consumer

Age Band	% of Loss of life benefit
70-74	65%
75-80	45%
81-84	30%
85+	15%

Individual PLD

Age Band	% of Loss of life benefit
70-74	100%

75-80	100%
81-84	30%
85+	15%

2) On the anniversary date following attainment of the following ages, apply the following load factors to the price, while keeping the coverage the same:

Broker Producer/ Mass Marketed/ Direct to Consumer

Age Band	Price Load
70-74	1.54
75-80	2.22
81-84	3.33
85+	6.67

Individual PLD

Age Band	Price Load
70-74	1.00
75-80	1.00
81-84	3.33
85+	6.67

### Excess Medical

On the anniversary date following attainment of ages 70 and greater (81 and greater for Individual PLD), the policy holder has the option of accepting reduced benefits at the same price or accepting a higher price for the same coverage.

1) On the anniversary date following attainment of the following ages, apply the following load factors to the price, while keeping the coverage the same:

Broker Producer/ Mass Marketed/ Direct to Consumer

Age Band	Price Load
70-74	1.33
75-80	1.76
81-84	2.44
85+	4.50

Individual PLD

Age Band	Price Load
70-74	1.00

75-80	1.00
81-84	2.44
85+	4.50

2) To keep the price the same, select a new coverage limit such that when the above factors are applied to the cost per person, the total cost is the same as for those less than age 70 (age 81 for Individual PLD)

### **Collateral Lines**

Premiums may be reduced by up to 20% if collateral lines exist. The lower expenses, less anti-selection and anticipated improved persistency are reflected in this credit.

### **Part VI: Rating Example**

See **Appendix B** attached.

SERFF Tracking Number: CHUB-126493431 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: 45131  
 Company Tracking Number: 09-AP-10F/R  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: Individual Accident Policy  
 Project Name/Number: Individual Accident Filing/09-AP-10-F/R

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> Plese see attached <b>Attachment:</b> IA Certificate of Readability.pdf	Approved-Closed	03/11/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> Please see attached <b>Attachment:</b> Individual Accident Application.pdf	Approved-Closed	03/11/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Outline of Coverage <b>Comments:</b> Please see attached <b>Attachment:</b> Outline of Coverage.pdf	Approved-Closed	03/11/2010



# Certificate of Readability

**Name of Company:** FEDERAL INSURANCE COMPANY, NAIC #20281

This is to certify that the forms listed on the attached page(s) have attained the minimum readability score.

## OPTION SELECTED

- Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is 59.82
- Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

## TEST OPTION SELECTED

- Test was applied to entire policy form(s).
- Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

## STANDARD FOR CERTIFICATION

A checked block indicates the standard has been achieved.

- The policy text achieves a minimum score of 59.82 on the Flesch reading ease test in accordance with the option chosen in Section A above.
- It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
- The section titles are captioned in bold face type or otherwise stand out, significantly from the text.
- Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

The table of contents or an index of the principle sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than three (3) pages.)

*Michael Feighan*

Michael Feighan  
Vice President

Date



# Federal Insurance Company

## Individual Accident Insurance Application

### Section I Policyholder Information

Name of Policyholder John Doe Date of Birth: \_\_\_\_\_

Address 123 Main Street

City: Any Town State: Any State Zip Code 08822

Phone Number (908) 555 1234

Contact Name John Doe

Effective Date: 01-01-03

Policy Number: 223456789

### Section II Producer

Agent or Broker: Mary Doe

Name of Firm: Any Firm

## INSURANCE REQUESTED

### CLASS OF INSURED PERSONS - Check which class you wish to insure

- [ ] **[Policyholder, Spouse [or Domestic Partner] who have elected insurance and who pay the required premium.]**
- [ ] **[Dependent Child for whom the Policyholder has elected insurance and pay the required premium.]**
- [ ] **[Domestic Employee while traveling with a Class 1 or Class 2 Covered Person for whom the Policyholder has elected insurance and pay the required premium.]**

### Loss of Life Benefit Amount

#### Class

1 [\$100,000]

2 [\$10,000]

3 [\$10,000]

## ACCIDENTAL LOSS OF LIFE & DISMEMBERMENT

### SELECT BENEFIT

Accidental:	Percent of Loss of Life Benefit Amount
<b>Loss of Life</b>	100%
<input type="checkbox"/> [ ] <b>[Loss of Speech and Loss of Hearing]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Speech and Loss of one of: Hand, Foot or Sight of an Eye]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Hearing and Loss of one of: Hand, Foot or Sight of an Eye]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Loss of Both Hands, Loss of Both Feet, Loss of Sight of Both Eyes or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of an Eye ]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Quadriplegia]</b>	[100%]
<input type="checkbox"/> [ ] <b>[Paraplegia]</b>	[75%]
<input type="checkbox"/> [ ] <b>[Hemiplegia]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Loss of One Hand, Loss of One Foot or Loss of Sight of an Eye ]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Loss of Speech or Loss of Hearing]</b>	[50%]
<input type="checkbox"/> [ ] <b>[Uniplegia]</b>	[25%]
<input type="checkbox"/> [ ] <b>[Loss of Thumb and Index Finger ]</b>	[25%]

[ADDITIONAL BENEFITS:

BENEFIT		BENEFIT AMOUNT														
[ ]	BRAIN DAMAGE	[\$10,000]														
[ ]	COMA	[\$10,000] Maximum Benefit Amount [\$10,000]														
[ ]	PERMANENT TOTAL DISABILITY (Extended Lump Sum)	[\$1,000] per month Maximum Benefit Amount [\$100,000] Elimination Period [365] days														
[ ]	PERMANENT TOTAL DISABILITY (Lump Sum )	[\$100,000] Elimination Period [365] days														
[ ]	PERMANENT TOTAL DISABILITY (Monthly)	[\$1,000] Maximum Benefit Amount [\$100,000] Elimination Period [365] days														
[ ]	TOTAL LOSS OF USE	[\$100,000]  <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="text-align: right;"><b>Percentage of Principal Sum</b></td> </tr> <tr> <td>Loss of Use of:</td> <td></td> </tr> <tr> <td>One Hand or One Foot</td> <td style="text-align: right;">[25%]</td> </tr> <tr> <td>Both Hands or Both Feet or a Combination of One Hand and One Foot</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>One Arm or One Leg</td> <td style="text-align: right;">[50%]</td> </tr> <tr> <td>Both Arms or Both Legs or a Combination of One Arm and One Leg</td> <td style="text-align: right;">[75%]</td> </tr> <tr> <td>Both Arms and Both Legs</td> <td style="text-align: right;">[100%]</td> </tr> </table> Elimination Period: [365] days		<b>Percentage of Principal Sum</b>	Loss of Use of:		One Hand or One Foot	[25%]	Both Hands or Both Feet or a Combination of One Hand and One Foot	[50%]	One Arm or One Leg	[50%]	Both Arms or Both Legs or a Combination of One Arm and One Leg	[75%]	Both Arms and Both Legs	[100%]
	<b>Percentage of Principal Sum</b>															
Loss of Use of:																
One Hand or One Foot	[25%]															
Both Hands or Both Feet or a Combination of One Hand and One Foot	[50%]															
One Arm or One Leg	[50%]															
Both Arms or Both Legs or a Combination of One Arm and One Leg	[75%]															
Both Arms and Both Legs	[100%]															
[ ]	BURN	[\$2,000]														
[ ]	CARJACKING	[\$10,000]														
[ ]	CHILD CARE EXPENSE	[\$10,000] [Alternate Benefit Amount [\$1,000]] Maximum Benefit Amount [\$50,000]														
[ ]	EDUCATION EXPENSE	[\$10,000] [Alternate Benefit Amount [\$1,000]] Maximum Benefit Amount [\$50,000]														
[ ]	ENHANCED IN-HOSPITAL	Daily Benefit Amount [\$200] Maximum Number of Days [ 7] Elimination Period [3]														
[ ]	[EXCESS] MEDICAL EXPENSE	[\$10,000] per Covered Trip														
[ ]	FELONIOUS ASSAULT	[\$25,000]														
[ ]	HOME ALTERATION OR VEHICLE MODIFICATION	Benefit Amount For Home Alteration [\$10,000] Benefit Amount for Vehicle Modification [\$10,000] Maximum Benefit Amount [\$20,000]														
[ ]	HOME HEALTH CARE	Maximum Benefit Amount [\$2,000]														
[ ]	IN-HOSPITAL BENEFIT	Daily Benefit Amount [\$100] Maximum Number of Days [7] Elimination Period [7] Days														
[ ]	NATURAL DISASTER	[\$10,000]														
[ ]	PARENT CARE	[\$5,000] Maximum Amount [\$40,000]														
[ ]	PSYCHOLOGICAL THERAPY	[\$5,000]														

**[ADDITIONAL BENEFITS (Continued)]**

BENEFIT		BENEFIT AMOUNT
<input type="checkbox"/>	RECONSTRUCTIVE SURGERY	[\$5,000]
<input type="checkbox"/>	REHABILITATION EXPENSE	[\$5,000]
<input type="checkbox"/>	SEAT BELT	[\$5,000] [Alternate Benefit Amount [\$2,500]]
<input type="checkbox"/>	SEAT BELT AND OCCUPANT PROTECTION DEVICE	Seat Belt Amount [\$5,000] [Alternate Benefit Amount [\$2,500]] Occupant Protection Device Benefit Amount [\$5,000] Maximum Benefit Amount [\$10,000]
<input type="checkbox"/>	SPOUSE EMPLOYMENT TRAINING EXPENSE	[\$25,000]
<input type="checkbox"/>	TEMPORARY TOTAL DISABILITY	Weekly Benefit Amount [\$300] Maximum Benefit Period [26] Weeks Elimination Period [7] days
<input type="checkbox"/>	VOCATIONAL TRAINING EXPENSE	[\$5,000]

]

**HAZARDS**

<input type="checkbox"/>	[24 Hour Business and Pleasure]
<input type="checkbox"/>	[All Conveyance Business and Pleasure]
<input type="checkbox"/>	[Common Carrier Business and Pleasure]
<input type="checkbox"/>	[Covered Activities]
<input type="checkbox"/>	[Covered Trip 24 Hour Business and Pleasure]
<input type="checkbox"/>	[Hijacking or Skyjacking]
<input type="checkbox"/>	[Private Passenger Automobile Business and Pleasure]
<input type="checkbox"/>	[Scheduled Air Business and Pleasure]
<input type="checkbox"/>	[Specified Trip]
<input type="checkbox"/>	[Specified Event]

**Premium Information**

Class	Rate
1	[\$0.00 per \$1,000]
2	[\$0.00 per \$1,000]
3	[\$0.00 per \$1,000]

**Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

**Fraud Warning**

**Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.**

\_\_\_\_\_

Date

\_\_\_\_\_

Signature



# Federal Insurance Company

15 Mountain View Road  
Warren, New Jersey 07059

## INDIVIDUAL ACCIDENT POLICY

# OUTLINE OF COVERAGE

1. **Read Your Policy Carefully** - This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**
2. **Accident Only Coverage**  
Accident Only Coverage is designed to provide to **Covered Persons** coverage for certain losses resulting from a covered accident **ONLY**, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major-medical expenses.
3. The policy provides the following benefits as described in detail in the policy and **Declarations**. Words that appear in bold are defined in the policy.

### Individual Accident Benefits

If the **Covered Person** suffers more than one Individual **Accident** Benefits loss as the result of one **Accident**, we will pay only the single largest **Benefit Amount** applicable per occurrence.

#### ACCIDENTAL LOSS OF LIFE AND DISMEMBERMENT :

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person's Loss of Life**, [**Loss of Speech and Loss of Hearing**] [**Loss of Speech and Loss of one of: Hand, Foot or Sight of an Eye**] [**Loss of Hearing and Loss of one of: Hand, Foot or Sight of an Eye**] [**Loss of Both Hands, Loss of Both Feet, Loss of Sight of Both Eyes** or a combination of any two of a **Loss of Hand, a Loss of Foot or Loss of Sight of an Eye**] [**Quadriplegia**][**Paraplegia**][**Hemiplegia**][**Loss of One Hand, Loss of One Foot or Loss of Sight of an Eye**] [**Loss of Speech or Loss of Hearing**] [**Uniplegia**][**Loss of Thumb and Index Finger**] within one (1) year from the date of the **Accident**.

#### [BRAIN DAMAGE:

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person's Brain Damage** and: is diagnosed by a **Physician** within 30 days of the **Accident**, the **Covered Person** is in a **Hospital** to receive **Medically Necessary** treatment prescribed by a **Physician** within 30 days of the **Accident**, **Brain Damage** continues for 6 consecutive months and a **Physician** determines **Brain Damage** is permanent, complete and irreversible at the end of the 6 months.]

#### [COMA:

Provides a benefit if the **Accidental Bodily Injury** causes the **Covered Person** to lapse into a **Coma** within [90 days] from the date of the **Accident** and remain in a **Coma**. The **Coma Monthly Benefit Amount** is payable monthly after the **Elimination Period**.]

#### [PERMANENT TOTAL DISABILITY (EXTENDED LUMP SUM):

Provides a benefit if an **Accidental Bodily Injury** causes the **Covered Person** to suffer **Permanent Total Disability** which is continuous during the period **Permanent Total Disability** Extended Lump Sum benefits are payable. The **Permanent Total Disability** Extended Lump Sum Monthly **Benefit Amount** is

payable after the **Elimination Period**. After making monthly payments for [(12)] months, if the **Covered Person** continues to have a **Permanent Total Disability**, we will pay the **Permanent Total Disability** Extended Lump Sum Maximum Amount, less **Permanent Total Disability** monthly amounts already paid. Insurance for **Permanent Total Disability** Extended Lump Sum does not apply to persons age [70] or older on the date of the **Accident**. **Covered Person** does not include **Dependent Child** [or **Domestic Employee**]

**[PERMANENT TOTAL DISABILITY (LUMP SUM):**

Provides a benefit if an **Accidental Bodily Injury** causes the **Covered Person** to have a **Permanent Total Disability** which is continuous during the period **Permanent Total Disability** benefits are payable. The **Permanent Total Disability** Lump Sum **Benefit Amount** is payable after the **Elimination Period**. Insurance for **Permanent Total Disability** Lump Sum does not apply to persons age [70] or older on the date of the **Accident**. **Covered Person** does not include **Dependent Child** [or **Domestic Employee** ]

**[PERMANENT TOTAL DISABILITY (MONTHLY):**

Provides a monthly benefit if an **Accidental Bodily Injury** causes the **Covered Person** to have a **Permanent Total Disability** which is continuous during the period **Permanent Total Disability** benefits are payable. The **Permanent Total Disability** Monthly **Benefit Amount** is payable after the **Elimination Period**. Insurance for **Permanent Total Disability** (Monthly) does not apply to persons age [70] or older on the date of the **Accident**. **Covered Person** does not include **Dependent Child** [or **Domestic Employee** ]

**[LOSS OF USE:**

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person** to suffer **Total Loss of Use** after the **Elimination Period**.]

## **Additional Benefits**

The following benefits are payable in addition to any other amounts payable under the policy.

**[BURN:**

Provides a benefit if an **Accident** causes the **Covered Person** to be **Burned**.]

**[CARJACKING:**

Provides a benefit if the **Covered Person** suffers a covered **Loss** resulting from **Accidental Bodily Injury** due to **Carjacking**.]

**[CHILD CARE EXPENSE:**

Provides a benefit if an **Accidental Bodily Injury** causes the **Covered Person's** covered **Loss of Life**. The **Child Care Expense** benefit is payable only if the surviving **Dependent Child** is covered under the policy on the date of the **Accident**, are under the age of [13] and incur **Child Care Expenses** within [365 days] of the **Covered Person's** covered **Loss of Life**. The **Covered Person** does not include **Dependent Child**]

**[EDUCATION EXPENSE:**

Provides a benefit if an **Accidental Bodily Injury** causes the **Covered Person's** covered **Loss of Life**. The **Education Expense** benefit is payable only if the surviving **Dependent Child** is covered under the policy on the date of the **Accident**, enrolled as a full-time student at an **Institution of Higher Learning** within [24] months of the covered **Loss of Life** and incurs **Education Expense**. The **Covered Person** does not include **Dependent Child**.]

**[ENHANCED IN-HOSPITAL:**

Provides a benefit if an **Accident** causes the **Covered Person** to be **In-Hospital**. The benefit is payable for each day the **Covered Person** is hospitalized after the **Elimination Period** and is subject to the Maximum Number of Days shown in the **Declarations**. ]

**[[EXCESS] MEDICAL EXPENSE:**

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person** to incur reasonable **Medical Expense** during a **Covered Trip** anywhere in the world or if **Sickness** occurring during a **Covered Trip** outside the United States or its territories causes the **Covered Person** to incur **Medical Expense** when **Medical Services** are rendered within [180 days] of the **Accidental Bodily Injury** or **Sickness**. [The Excess **Medical Expense** Benefit is specifically excess of all other valid and collectible insurance.]

**[FELONIOUS ASSAULT:**

Provides a benefit if **Accidental Bodily Injury** resulting from **Felonious Assault**, committed by a person other than the **Covered Person's** co-worker [or immediate family member], causes the **Covered Person** to suffer a covered **Loss**.]

**[HOME ALTERATION AND VEHICLE MODIFICATION:**

Provides a benefit if **Accidental Bodily Injury** requires the **Covered Person** to incur expenses for **Home Alteration** or **Vehicle Modification**. The **Home Alteration** and **Vehicle Modification** benefit is payable only if within [18] months of the **Accidental Bodily Injury**: a **Physician** certifies that a **Home Alteration** or **Vehicle Adaptation** is needed to accommodate a physical disability of the **Covered Person**; and the **Home Alteration** and **Vehicle Adaptation** is made by individuals experienced in such adaptations and is in compliance with applicable laws or approval requirements by appropriate government authorities; and the **Home Alteration** and **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred. ]

**[HOME HEALTH CARE:**

Provides a benefit if a covered **Loss** due to an **Accidental Bodily Injury** causes the **Covered Person's** confinement to home after a **Hospital** stay of at least [15 consecutive days]. No benefit will be paid for: **Home Health Care** that is educational, experimental or investigational or does not constitute accepted medical practice; or services provided by a person how is an **Immediate Family Member**.]

**[IN-HOSPITAL:**

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss** which results in the **Covered Person** being **In-Hospital**. The benefit is payable for each day the **Covered Person** is hospitalized after the **Elimination Period** and is subject to the Maximum Number of Days. ]

**[NATURAL DISASTER:**

Provides a benefit if **Accidental Bodily Injury** resulting from a **Natural Disaster** causes the **Covered Person** to suffer a covered **Loss**.]

**[PARENT CARE:**

Provides a benefit for Parent Care if **Accidental Bodily Injury** causes a **Covered Person** to suffer a covered **Loss of Life**. The benefit will be paid in equal shares to each **Dependent Child** of the **Covered Person**.]

**[PSYCHOLOGICAL THERAPY EXPENSE:**

Provides a benefit if **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss**, resulting in a **Physician's** determination that **Psychological Therapy** is required. The **Psychological Therapy Expense Benefit Amount** is payable on an excess basis.]

**[RECONSTRUCTIVE SURGERY:**

Reimburses **Reasonable and Customary Charges** incurred by the **Covered Person** for **Reconstructive Surgery** if a **Physician** determines **Reconstructive Surgery** is **Medically Necessary** because of a covered **Accidental Bodily Injury**. The **Benefit Amount** for **Reconstructive Surgery** is payable on an excess basis.]

**[REHABILITATION EXPENSE:**

Reimburses **Rehabilitation Expense** if **Accidental Bodily Injury** causes the **Covered Person** to suffer a covered **Loss** which requires the **Covered Person** to obtain **Rehabilitation** as determined by a **Physician** approved by us. The **Benefit Amount** for **Rehabilitation Expense** is payable on an excess basis.]

**[SEAT BELT:**

Provides a benefit if the **Covered Person** is operating or riding in a **Private Passenger Automobile**, using a **Seat Belt** and a motor vehicle **Accident** causes the **Covered Person's Loss of Life**. [If it cannot be determined whether the **Covered Person** was using a **Seat Belt** at the time of the **Accident**, an Alternate **Benefit Amount** will be paid.] In no event will a **Benefit Amount** for **Seat Belt** be paid if the **Covered Person** is operating or riding as a passenger in any vehicle for a race or contest of any type.]

**[SEAT BELT AND OCCUPANT PROTECTION DEVICE:**

Provides a benefit if the **Covered Person** is operating or riding in a **Private Passenger Automobile**, using a **Seat Belt** and a motor vehicle **Accident** causes the **Covered Person's Loss of Life**. [If it cannot be determined whether the **Covered Person** was using a **Seat Belt** at the time of the **Accident**, an Alternate **Benefit Amount** will be paid.] We will also pay the **Benefit Amount** for an **Occupant Protection Device** if the **Covered Person** suffers an **Accidental Bodily Injury** as set forth above and the **Covered Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if we pay a **Benefit Amount** for **Seat Belt** [other than an Alternate **Benefit Amount**]. ]

**[SPOUSE [OR DOMESTIC PARTNER] EMPLOYMENT TRAINING EXPENSE:**

Reimburses Spouse [or **Domestic Partner**] **Employment Training Expense** if an **Accidental Bodily Injury** causes the **Covered Person's Loss of Life**. This insurance applies only if the surviving spouse [or **Domestic Partner**] incurs **Employment Training Expense** within [three (3) years] following the date of the **Covered Person's** covered **Loss of Life**.]

**[TEMPORARY TOTAL DISABILITY:**

Provides a weekly **Benefit Amount** if an **Accidental Bodily Injury** causes the **Covered Person** to suffer **Temporary Total Disability**. The **Temporary Total Disability** weekly **Benefit Amount** is payable after the **Elimination Period**. No weekly **Benefit Amount** for **Temporary Total Disability** will be paid for any period of time during which the **Covered Person** is not under the continuous care of a **Physician**. The **Temporary Total Disability** weekly **Benefit Amount** is excess over any other valid and collectible insurance.]

**[VOCATIONAL TRAINING EXPENSE:**

Reimburses **Vocational Training Expenses** if the **Covered Person** suffers a **Loss** due to an **Accidental Bodily Injury**.

## GENERAL EXCLUSIONS

The following exclusions apply to the entire policy.

The insurance does not apply to:

- loss occurring while the **Covered Person** is riding as a passenger in, entering, or exiting any aircraft owned or leased by a **Covered Person** [unless the aircraft is in the control of a paid licensed, professional pilot hired by a **Covered Person**].
- loss occurring while the **Covered Person** is in, entering, or exiting any aircraft while the **Covered Person** is acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency
- loss caused by or resulting from the **Covered Person's** emotional trauma, mental or physical illness, disease, normal pregnancy, childbirth or miscarriage, bacterial or viral infection, or bodily malfunctions, or medical or diagnostic treatment. This exclusion does not apply to loss resulting from the Covered Person's Accidental bacterial infection or from consumption of a substance contaminated by bacteria;
- loss caused by or resulting from the **Covered Person** committing a felony, or attempting to commit a felony;
- [• loss caused by or resulting from the **Covered Person** being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless taken on the advice of a **Physician** and used in accordance with the prescription.]
- [• loss caused by or resulting from any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination.]
- [• loss caused by or resulting from the **Covered Person's** participation in scuba diving to depths of more than 100 feet; skydiving; hang-gliding or para-gliding; parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.]
- [• loss caused by or resulting from the **Covered Person** engaging in or participating in a motorized race or speed contest including training or practice.]
- [• loss caused by or resulting from the **Covered Person** participating in any professional sporting activity in which a salary or prize money is awarded.]
- suicide, attempted suicide or loss that is intentionally self-inflicted;
- [• loss caused by or resulting from **Terrorism**.]
- loss caused by or resulting from a declared or undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

## RENEWABILITY

This Individual Accident policy is renewable at the option of the Company.

We may offer to renew this policy at the premiums and under the policy provisions in effect at the date of renewal. We can do this by mailing you a bill for the premium to the address shown in the **Declarations** along with any changes in the policy provisions or amounts of coverage. If you do not accept our offer, this policy will automatically terminate at the end of the current Policy Period. We are not required to provide notification of such termination.

## PREMIUM RATE CHANGES

We may change the premium rates for the policy on Anniversary Date. We will give you at least 45 days prior written notice.



SERFF Tracking Number: CHUB-126493431 State: Arkansas  
 Filing Company: Federal Insurance Company State Tracking Number: 45131  
 Company Tracking Number: 09-AP-10F/R  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: Individual Accident Policy  
 Project Name/Number: Individual Accident Filing/09-AP-10-F/R

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/05/2010	Form	Arkansas Amendatory Endorsement	03/10/2010	IA Amendatory Endorsement-AR-.pdf (Superseded)



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## Arkansas Endorsement

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**Effective Date:** [01-01-02]  
**Policy Number:** [1234-56-7890]  
**Policyholder:** [ABC, Inc.]  
**Policy Period:** [01-01-02 to 01-01-03]  
**Name of Company:** **[Federal Insurance Company]**  
**Issue Date:** [12-01-02]

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It is agreed that the Policy is amended as follows:

The Accident definition in Section VIII: Definitions is deleted in its entirety and replaced with the following:

**Accident or Accidental**

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which happens by chance, is independent of illness, disease or other bodily malfunction and is the direct cause of loss.

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All other terms and conditions of the policy remain unchanged.

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Authorized Representative