

SERFF Tracking Number: CLTR-126589033 State: Arkansas
 Filing Company: Federal Insurance Company State Tracking Number: 45543
 Company Tracking Number: HIP5000
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Group Accident Hospital Indemnity
 Project Name/Number: Group Accident Hospital Indemnity/HIP5000 CW

Filing at a Glance

Company: Federal Insurance Company

Product Name: Group Accident Hospital Indemnity

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only
 Filing Type: Form

SERFF Tr Num: CLTR-126589033 State: Arkansas

SERFF Status: Closed-Approved-Closed State Tr Num: 45543

Co Tr Num: HIP5000

Authors: Susan Coulter, Frank Cripps, Susan Kalmus

Date Submitted: 04/29/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 04/29/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Group Accident Hospital Indemnity

Project Number: HIP5000 CW

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Association, Discretionary, Trust, Other

Explanation for Other Group Market Type: financial institutions

State Status Changed: 04/29/2010

Created By: Susan Coulter

Corresponding Filing Tracking Number:

Filing Status Changed: 04/29/2010

Deemer Date:

Submitted By: Frank Cripps

Filing Description:

On behalf of Federal Insurance Company, Coulter and Associates, Inc. is filing the attached group accident forms for your review and approval. The product will be marketed to large and small employer groups and through affinity groups (associations, financial institutions, membership groups). The policy will pay a daily benefit for each day that an insured spends in the hospital due to an accident. This is an indemnity benefit with no medical expense component. There is also an accidental death and dismemberment benefit. Dependents coverage is available. The state-specific

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amendment rider is intended to modify the policy to comply with state requirements. Any changes made by use of the State-Specific Amendment Rider will cause the Description of Coverage issued to the residents of your state to be accordingly modified.

Bracketed language is either included or deleted.

This is a new filing for Federal Insurance Company and no forms are replaced by this filing.

If you have any questions, please call me at 609-443-7540 or email me at frank@coulter-and-associates.com. Otherwise we look forward to your approval.

Company and Contact

Filing Contact Information

Susan Coulter, Consultant susan@coulter-and-associates.com
 379 Princeton-Hightstown Rd 609-443-7540 [Phone]
 Cranbury, NJ 08512 609-443-4103 [FAX]

Filing Company Information

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

| | | |
|-----------------------------|-------------------------|-------------------------------------|
| Federal Insurance Company | CoCode: 20281 | State of Domicile: Indiana |
| 15 Mountainview Rd | Group Code: 20281 | Company Type: property and casualty |
| Warren, NJ 07059 | Group Name: CHUBB | State ID Number: |
| (609) 443-7540 ext. [Phone] | FEIN Number: 13-1963496 | |

Filing Fees

| | |
|------------------|--|
| Fee Required? | Yes |
| Fee Amount: | \$300.00 |
| Retaliatory? | No |
| Fee Explanation: | AR Filing Fee = \$50 per form x 6 forms = \$300.00 |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------------------------|----------|----------------|---------------|
| Federal Insurance Company | \$300.00 | 04/29/2010 | 36069063 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 04/29/2010 | 04/29/2010 |

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Disposition

Disposition Date: 04/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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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 | Cover Letter and Authorization | Approved-Closed | Yes |
| Supporting Document | Rule and Regulation 19 Certification | Approved-Closed | Yes |
| Supporting Document | Consumer Information Notice | Approved-Closed | Yes |
| Form | Group Policy | Approved-Closed | Yes |
| Form | Policy Amendment Rider | Approved-Closed | Yes |
| Form | Group Application | Approved-Closed | Yes |
| Form | Description of Coverage | Approved-Closed | Yes |
| Form | Administrative Change Rider | Approved-Closed | Yes |
| Form | Beneficiary Designation Endorsement | Approved-Closed | Yes |

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Form Schedule

Lead Form Number: HIP5000

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-------------------------------|-----------------------|---|--------------------------------|---------|----------------------|-------------|--|
| Approved-Closed 04/29/2010 | HIP5000 | Policy/Cont ract/Fratern al Certificate | Group Policy | Initial | | 50.000 | Hospital Indemnity Policy HIP5000.pdf |
| Approved-Closed 04/29/2010 | HIP 1001 AR | Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Policy Amendment Rider | Initial | | 48.300 | AR Endorsement. pdf |
| Approved-Closed 04/29/2010 | HIP3000 (Ed. 4/10) | Application/ Enrollment Form | Group Application | Initial | | | Group Application HIP3000.pdf |
| Approved-Closed 04/29/2010 | HIP5000- DOC | Certificate | Description of Coverage | Initial | | 50.100 | HIP Description of Coverage HIP5000- DOC.pdf |
| Approved-Closed 04/29/2010 | HIP 1001 | Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Administrative Change Rider | Initial | | 56.200 | Endorsement Administrative -Policy Change HIP 1001.pdf |
| Approved- | HIP 1002 | Policy/Cont | Beneficiary | Initial | | 61.000 | Endorsement |

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Closed 04/29/2010 ract/Fratern Designation Beneficiary
al Endorsement Designation
Certificate: HIP 1002.pdf
Amendmen
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Page,
Endorseme
nt or Rider



HOSPITAL INDEMNITY POLICY

Issued by
Federal Insurance Company

FOR

[POLICYHOLDER]

[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]

*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.*

Please Read This Policy Carefully

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Insuring Agreement

Section I

Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615

Policyholder's Name and Address:

[ABC, Inc.]
[123 Main Street]
[PO Box 123245
[Town, State, USA]

Policy Number: [1234-56 - 7890]

Effective Date: [01 - 01 - 2002]

Anniversary Date: [January 1]

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY

Incorporated under the laws of
INDIANA

Section II Policy Period and Company

Policy Period

From: [01 - 01 - 2002] To: [01-01-2003] [until terminated]
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

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

Company

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 (Incorporated under the laws of Indiana)

[



President



Secretary



Authorized Representative

]

[Countersigned by :

_____]
Licensed Resident Agent

Premium Summary

Section I - Premium Due Date

[02 -01 - 2002]

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all premiums. Premiums are calculated and payable as follows:

| <u>[Plan Option]</u> | <u>[Monthly] Rate per Person</u> | <u>Premium Due Date</u> |
|--|----------------------------------|--|
| [1.] [Accountholder only] [Member only] [Employee only] | [\$0.00] | [On the 15 th day of each month following the month for which coverage was in force.] |
| [2.] [Accountholder and family] [Member and family] [Employee and family] | [\$0.00] | |

REPORTING:

Reporting Period

Premium Payment

[Monthly]

Schedule of Benefits

*Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615*

Policyholder's Name:
[ABC, Inc.]

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA

SECTION I – INSURED PERSONS

The following are the **Insured Persons** under this policy:

| <u>Class</u> | <u>Description</u> |
|--------------|--|
| [1] | [All [Accountholders] [Cardmembers] [Cardholders] [Members] [Employees] of the Policyholder] |
| [2] | [All Spouses [or Domestic Partners] of Class 1 Insured Persons] |
| [3] | [All Dependent Children of Class 1 Insured Persons] |

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

[If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Accounts**, then such person will only be insured once, under the **Account** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.]

SECTION II – WHEN INSURANCE BEGINS

For **Insured Persons** in an eligible **Class** on the Effective Date: [01/01/2011]

For **Insured Persons** entering an eligible **Class** after the Effective Date: [the first day of the first month following the **Insured Person's** enrollment date.]

SECTION III - HAZARDS

The following are the **Hazards** for which insurance applies:

| Class | Hazard(s) |
|--------------|---|
| 1 | [24 Hour Business and Pleasure] [All Conveyance Business and Pleasure Hazard] |
| 2 | [24 Hour Business and Pleasure] [Common Carrier Business and Pleasure Hazard] |
| 3 | [24 Hour Business and Pleasure] [Private Passenger Automobile Business and Pleasure Hazard] |

SECTION IV – BENEFITS

In-Hospital Benefit

[Class] [1]
Daily **Benefit Amount:** [\$300]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$100,000]]

[Class] [2]
Daily **Benefit Amount:** [\$300]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$100,000]]

[Class] [3]
Daily **Benefit Amount:** [\$300]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$100,000]]

Intensive Care Unit Benefit

[Class] [1]
Daily **Benefit Amount:** [\$600]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$200,000]]

[Class] [2]
Daily **Benefit Amount:** [\$600]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$200,000]]

[Class] [3]
Daily **Benefit Amount:** [\$600]
[Elimination Period: [3 days]]
Maximum Number of Days per **Accident:** [90]
[Maximum **Benefit Amount** per calendar year: [\$200,000]]]

[Emergency [Room] [Outpatient Care] Benefit

[Class] [1]
Benefit Amount: [\$100]
Maximum **Benefit Amount** per calendar year: [\$300]

[Class] [2]
Benefit Amount: [\$100]
Maximum **Benefit Amount** per calendar year: [\$300]

[Class] [3]
Benefit Amount: [\$100]
Maximum **Benefit Amount** per calendar year: [\$300]]

[Recuperation Benefit

[Class] [1]
Daily **Benefit Amount:** [\$100]
[Maximum **Benefit Amount** per calendar year: [\$100,000]]

[Class] [2]

Daily **Benefit Amount:** [\$100]
 [Maximum **Benefit Amount** per calendar year: [\$100,000]]
 [Class] [3]
 Daily **Benefit Amount:** [\$100]]
 [Maximum **Benefit Amount** per calendar year: [\$100,000]]

[Accidental Death and Dismemberment Benefit

[Class] [1]
Principal Sum: [\$200,000]
 [Class] [2]
Principal Sum: [50% of the Class 1 **Insured Person's** benefit amount]
 [Class] [3]
Principal Sum: [15% of the Class 1 **Insured Person's** benefit amount]

The following are **Losses** insured and the corresponding **Benefit Amounts** expressed as a percentage of the **Principal Sum:**

| <u>Accidental:</u> | <u>Benefits Amounts (Percentage of Principal Sum)</u> |
|---|---|
| Loss of Life | [100%] |
| Loss of Speech and Loss of Hearing | [100%] |
| Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | [100%] |
| Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | [100%] |
| Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye | [100%] |
| Quadriplegia | [100%] |
| Paraplegia | [75%] |
| Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each) | [50%] |
| Loss of Speech or Loss of Hearing | [50%] |
| Hemiplegia | [50%] |
| Loss of Thumb and Index Finger of the same hand | [25%] |
| Uniplegia | [25%]] |

[INFLATION PROTECTION

We will increase an **Insured Person's Benefit Amount** for the **In-Hospital Benefit**[,] [the **Intensive Care Unit Benefit**][,] [the **Emergency [Room] [Outpatient Care] Benefit**][,] [the **Recuperation Benefit**][,] [and] [the **Accidental Loss of Life Benefit**] according to the following formula. The increase is calculated by multiplying the **Benefit Amount** by:

- 1) [25%]; and
- 2) the number of full calendar years elapsed since the **Insured Person** elected coverage under the policy.

The increase in the **Benefit Amount** will not exceed [100%] of the original **Benefit Amount**.]

[REDUCTION OF BENEFIT AMOUNT

[If an **Insured Person** is age [70] or older on the date of an **Accident** then the **Benefit Amount** for the **In-Hospital** benefit and the **Intensive Care** benefit will be reduced according to the following schedule:

Age on Date of **Accident**:

65
[75]

Amount of **Benefit Amount** after Reduction:

[50%] of the **Benefit Amount** shown above
[25%] of the **Benefit Amount** shown above]

[The **Benefit Amount** cannot be increased by the **Insured Person** after age sixty-five (65).]]

[SECTION V – MAXIMUM AMOUNT OF INSURANCE

The maximum amount of insurance that **We** will pay to an **Insured Person** for **In-Hospital** benefits, [and] **Intensive Care Unit** benefits[, Emergency Outpatient Care benefits,] [and] [Recuperation benefits] received as the result of one **Accident** is [\$50,000].

[If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the [\$500,000]. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed [\$500,000], then the [\$500,000] will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.]]

HAZARDS

[24 Hour Business and Pleasure Hazard

24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, to which the **Insured Person** may be exposed.]

[All Conveyance Business and Pleasure

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

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

[Common Carrier Business and Pleasure Hazard

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

[Private Passenger Automobile Business and Pleasure Hazard

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

This **Private Passenger Automobile Business and Pleasure Hazard** does not apply while an **Insured Person** is:

- 1) driving or riding as a passenger in, entering or exiting a **Private Passenger Automobile** in a race or contest of any type; or
- 2) in any vehicle that is licensed to carry passengers for hire.]

Contract

SECTION I – INSURANCE

Subject to all the terms and conditions of this policy and the payment of required premium, **We** will provide the following insurance:

In-Hospital Benefit

We will pay the daily **In-Hospital Benefit Amount** [after the elimination period both] shown in Section IV of the Schedule of Benefits, for each day an **Insured Person** is **In-Hospital** if an **Accident** results in the **Insured Person** being **In-Hospital**. The first day of a **Hospital** stay must occur within [thirty (30)] days of the **Accident**.

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

- 1) **Insured Person** dies;
- 2) **Insured Person** is no longer **In-Hospital**; or
- 3) Maximum Number of Days, shown in Section IV of the Schedule of Benefits, has elapsed.

If an **Insured Person** is discharged from the **Hospital** and the same **Accident** causes such **Insured Person** to be **In-Hospital** again within [180] days after discharge, then **We** will consider it to be the same period of **In-Hospital Confinement**.

[**We** will not pay more than the Maximum **Benefit Amount**, shown in Section IV of the Schedule of Benefits, in any calendar year regardless of the number of **In-Hospital** claims incurred in that calendar year.]

[**Intensive Care Unit** Benefit

If an **Accident** causes an **Insured Person** to be **Confined** in an **Intensive Care Unit**, **We** will pay the daily **Intensive Care Unit Benefit Amount** [after the elimination period both] shown in Section IV of the Schedule of Benefits, for each day of **Confinement**. The first day of **Confinement** in the **Intensive Care Unit** must occur within [thirty (30)] days of the **Accident**.

The **Intensive Care Unit Benefit Amount** will be paid until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer **Confined** in an **Intensive Care Unit**; or
- 3) the Maximum Number of Days, shown in Section IV of the Schedule of Benefits, has elapsed.

If an **Insured Person** is discharged from the **Hospital** and the same **Accident** causes such **Insured Person** to be **Confined** in an **Intensive Care Unit** again within [180] days after discharge, then **We** will consider it to be the same period of **Confinement**.

[**We** will not pay more than the Maximum **Benefit Amount**, shown in Section IV of the Schedule of Benefits, in any calendar year regardless of the number of **Intensive Care Unit** claims incurred in that calendar year.]

[Emergency [Room] [Outpatient Care] Benefit

We will pay the Emergency [Room] [Outpatient Care] **Benefit Amount**, shown in Section IV of the Schedule of Benefits, if an **Accident** causes the **Insured Person** to require and receive treatment in [a **Physician's** office, an **Outpatient Unit** or] an emergency room of a **Hospital**. Treatment must be received within [24] hours of the **Accident**.

We will not pay more than the Maximum **Benefit Amount**, shown in Section IV of the Schedule of Benefits, in any calendar year regardless of the number of [**Physician's** office visits, **Outpatient Unit** visits or] emergency room visits incurred in that calendar year.]

[Recuperation Benefit

If an **Accident** causes an **Insured Person** to be **In-Hospital** and such **Insured Person** received a benefit under the **In-Hospital** Benefit of this policy, then **We** will pay the daily Recuperation **Benefit Amount** shown in Section IV of the Schedule of Benefits once the **Insured Person** has been discharged from the **Hospital**. The Recuperation **Benefit Amount** will be paid for the same number of days for which **We** paid the **In-Hospital** Benefit and will be paid in one lump sum upon the **Insured Person's** discharge. If the **Insured Person** dies while **In-Hospital** no Recuperation Benefit is payable.

[**We** will not pay more than the Maximum **Benefit Amount**, shown in Section IV of the Schedule of Benefits, in any calendar year regardless of the number of Recuperation claims incurred in that calendar year.]

[Accidental Death and Dismemberment

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

SECTION II – ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has enrolled, if required; and
- 3) the required premium for such person has been paid.

Effective Date of Insurance for the Insured Person

Insurance for the **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as the **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

Termination of Insurance for the Insured Person

Insurance for the **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**;
- 4) the date the **Insured Person** requests in writing that coverage be terminated. [If the **Insured Person** terminates within [thirty (30)] days of his or her effective date and no **Accidents** have occurred, then premium will be fully refunded back to such **Insured Person's** effective date. If the **Insured Person** terminates later than [thirty (30)] days after his or her effective date and no **Accidents** have occurred, then premium will be refunded on a pro-rata basis] [; or
- 5) the date on which the **Insured Person** attains age [eighty-five (85)].

SECTION III – TERRITORY

This insurance applies worldwide. [**Insured Persons** must be U.S. residents and maintain a primary residence in the U.S.]

SECTION IV – GENERAL EXCLUSIONS

The following exclusions apply to all benefits or **Hazards** under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or **Hazards**. Please read this entire policy carefully.

[Aircraft Pilot or Crew

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** 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** caused by or resulting from, directly or indirectly, the **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof. This exclusion does not apply to the **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

[Extreme Sports

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, an **Insured 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.]

[Illegal Acts

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person's** commission or attempted commission of a felony or being engaged in an illegal occupation. .]

[Incarceration

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly any occurrence while the **Insured Person** is incarcerated.]

[Intoxication Exclusion

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.]

[Intoxication Exclusion Vehicular

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being intoxicated, while operating a motorized vehicle at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.]

[Narcotic Exclusion

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.]

[Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Insured Person** or on the **Insured Person's** behalf; or
- 2) operated by an employee of the **Insured Person** on the **Insured Person's** behalf.]

[Policyholder Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being in, entering, or exiting any aircraft:

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

[Professional Sporting Activity

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** participating in any professional sporting activity for which the **Insured Person** received a salary or prize money.]

[Race or Speed Contest

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being engaged in or participating in a motorized vehicular race or speed contest.]

[Rocket Propelled or Rocket Launched Conveyance

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** traveling or flying on any rocket propelled or rocket launched conveyance.]

Service in the Armed Forces

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

[Specialized Aviation

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** traveling or flying on any aircraft that is in a category listed by the Federal Aviation Administration as requiring a Special Airworthiness Certificate. This exclusion applies regardless of whether or not the Special Airworthiness Certificate has been issued and regardless of whether the **Insured Person** is on such aircraft within or outside of the United States of America. However, this exclusion does not apply to an aircraft that is in a category listed by the Federal Aviation Administration as requiring a Primary Special Airworthiness Certificate.]

[Sponsoring Organization Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the Sponsoring Organization or on the Sponsoring Organization's behalf; or
- 2) operated by an employee of the Sponsoring Organization on the Sponsoring Organization's behalf.]

Suicide or Intentional Injury

This insurance does not apply to any **Accident** caused by or resulting from, directly or indirectly, the **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

War

This insurance does not apply to any **Accident** 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 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.

SECTION V – DEFINITIONS

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

Accident or Accidental

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

- 1) happens by chance;
- 2) arises from a source external to the **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

Account

Account means **Credit Card** accounts or **Debit Card** accounts.]

Accountholder

Accountholder means any individual who is named on an open and active **Account** with the **Policyholder**.]

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident** during the policy period;
- 2) to the **Insured Person**; and
- 3) for the applicable **Hazard**.

Cardholder

Cardholder means an individual who is named on the **Account** card issued by the **Policyholder**.]

Cardmember

Cardmember means an individual who is named on the **Account** card issued by the **Policyholder**.]

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

Common Carrier

Common Carrier means any motorized land, water or air **Conveyance**, operated by an organization other than the **Policyholder**, organized and licensed for transportation of passengers for hire and operated by an employee or an individual under contract. **Common Carrier** does not include any **Conveyance** used for recreational activities.]

Company

Company means Federal Insurance Company.

Confine or Confinement

Confine or **Confinement** means being admitted to a **Hospital** to receive inpatient services for which the **Insured Person** is charged at least one day's room and board by the **Hospital**. **Confinement** consists of consecutive days of **Confinement** following the date the **Insured Person** is admitted as an inpatient in a **Hospital**.]

Conveyance

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

[Credit Card

Credit Card means a payment medium that takes the form of a credit card, credit plate, charge plate, courtesy card, or other identification card or device, issued to the **Insured Person**. The **Insured Person** may use the **Credit Card** to purchase, hire, rent or leased property or services. **Credit Card** does not include a **Debit Card**.]

[Debit Card

Debit Card means a payment medium that takes the form of a card, plate or other identification card or device, issued to the **Insured Person** who is an owner of a deposit **Account** maintained by the issuer. The **Insured Person** may use the **Debit Card** to purchase, hire, rent or lease property or services. **Debit Card** does not include a **Credit Card**.]

[Dependent Child

Dependent Child means the **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** 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**.]

[Domestic Partner

Domestic Partner means a person designated [at enrollment]by the **Primary Insured Person** who is registered as a **Domestic Partner** or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least [18] years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least [twelve (12) consecutive months] prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Primary Insured Person** at least two (2) of the following financial arrangements:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - c) joint title to 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 **Primary Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.]

Hazard

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

[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 Us.]

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;

- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

[**Hospital** includes a **Rehabilitation Facility**.]

Immediate Family Member

Immediate Family Member means the **Insured Person's**:

- 1) **Spouse** [or **Domestic Partner**];
- 2) children including adopted children or stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** [or **Domestic Partner's**] children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

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 **Primary Insured 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.

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

Intensive Care Unit

Intensive Care Unit means only that specifically designated facility of the **Hospital** that provides the highest level of medical care. It is restricted to patients who are critically ill or injured. The **Intensive Care Unit** must be listed in the current edition of the American Associate Guide or eligible to be listed therein. This guide lists three types of facilities that meet the definition of **Intensive Care Unit**:

- 1) **Intensive Care Unit**;
- 2) Cardiac **Intensive Care Unit**; and
- 3) Infant (neonatal) **Intensive Care Unit**.]

Leased Aircraft

Leased Aircraft means an aircraft not owned by the [**Policyholder**] [or] [**Insured Person**], which is subject to a written lease agreement between the [**Policyholder**] [or] [**Insured Person**] and the lessor. The [**Policyholder**] [or] [**Insured Person**] uses the aircraft as it wishes for the term of the written lease agreement. The [**Policyholder**] [or] [**Insured Person**] cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

[Loss

Loss means **Accidental**:

Loss of Foot
Loss of Hand
Loss of Hearing
Loss of Life
Loss of Sight
Loss of Sight of One Eye
Quadriplegia
Paraplegia
Hemiplegia
Loss of Speech
Uniplegia
Loss of Thumb and Index Finger

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

[Loss of Foot

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

[Loss of Hand

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

[Loss of Hearing

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

[Loss of Life

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

[Loss of Sight

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

[Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision 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.]

Operated Aircraft

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

Outpatient Unit

Outpatient Unit means a licensed emergency treatment center that has:

- 1) permanent facilities;
- 2) a **Physician** present during all operating hours; and
- 3) ancillary services, including laboratory and X-ray, staffed during all operating hours.]

Owned Aircraft

Owned Aircraft means any aircraft to which the [Policyholder] [or] [Insured Person] holds legal or equitable title.

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 Us.]

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

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means the **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable elects insurance under this policy[; and
- 3) pays the required premium, for the insurance elected].

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV of the Schedule of Benefits applicable to each **Class**.]

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.]

Proof of Loss

Proof of Loss means written evidence acceptable to **Us** that an **Accident** or loss has occurred.

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 **Us**.]

[Rehabilitation Facility]

Rehabilitation Facility means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by either the Joint Commission on Accreditation of Health Care Organizations or the Commission on the Accreditation of Rehabilitation Facilities;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for the rehabilitation of physical disabilities;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.]

[Spouse]

Spouse means the **Insured Person's** husband or wife who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.]

[Subsidiary]

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.]

[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 **Us**.]

[We, Us and Our]

We, Us and Our means Federal Insurance Company.

SECTION VI – GENERAL PROVISIONS

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be the **Insured Person** under this policy.

Arbitration

In the event of a dispute under this policy, either **We**, the **Insured Person**, or in the event of **Loss of Life**, the **Insured Person's** beneficiary, may make a written demand for arbitration. In that case, **We** and the **Insured Person**, or in the event of **Loss of Life**, the **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We**, the **Insured Person**, or in the event of **Loss of Life**, the **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of the **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Beneficiary

A) *Designation*

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require.

B) *Change*

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

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

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

C) *Payment*

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse** [or **Domestic Partner**];
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, unless otherwise noted in this policy.

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

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of [thirty-one (31) days] from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. 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.

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, 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 postmarked or transmitted.

[The **Primary Insured Person** may cancel his or her insurance described in this policy by returning to **Us** or **Our** authorized representative the Description of Coverage with a written request for cancellation within [ninety (90)] days of receipt. The premium will be fully refunded.]

We may cancel this policy, or any of its individual insurance benefits, 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. **We** will send written notice stating the effective date of cancellation, which will be no earlier than [thirty-one (31) days] after the premium due date.

We may only cancel this policy, or any of its individual insurance benefits, in accordance with applicable law by sending written notice stating when thereafter such cancellation shall take effect.

We may nonrenew this policy by sending written notice at least [forty-five (45) days] before the expiration date of the Policy Period shown in the Insuring Agreement.

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

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

Concealment or Fraud

Insurance under this policy is void if:

1. the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
2. the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

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.

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents 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 **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or the **Insured 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 Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

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

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

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

Claim Payment

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

Claim and Suit Cooperation

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

Description of Coverage

When required by law, the **Policyholder** will deliver to the **Primary Insured Person** a Description of Coverage, approved by **Us**. The Description of Coverage will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Description of Coverage.

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

Governing Jurisdiction and Conformance with Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

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 **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. 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** or limits of insurance of this policy.

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request **We** will enroll all eligible [**Accountholders**] [members] of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible [employees/members] of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** [within thirty(30) days] after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium ; and
- 4) the **Policyholder** pays the additional required premium.

[Item three (3) above does not apply to a **Subsidiary** with less than [100] eligible employees unless the number of eligible employees for such **Subsidiary** exceeds [ten percent (10%)] of the insured group]

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

Physical Examination and Autopsy

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

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

Premium Rate Change

We may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least [one hundred and eighty (180)] days prior written notice of such change.

[Rate Guarantee

The premium rate is guaranteed until [01/01/05]. **We** reserve the right, during the guaranteed rate period, to change the premium rate if one of the following occurs:

- 1) a change in the insurance provided under this policy;
- 2) a division, **Subsidiary** or affiliated company of the **Policyholder** is added or deleted;
- 3) the number of **Insured Persons** changes by [25%]or more;
- 4) a new law or change to any existing law is enacted which affects the insurance provided under this policy; or
- 5) any other material change in risk or **Hazard** insured.

]

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, [salary,]enrollment form, if any, and beneficiary designations or assignments.**

Replacement Insurance

If this policy is replacing another policy of similar insurance, the **Policyholder** will be responsible for notifying all **Primary Insured Persons** of the change in insurance carriers and the change in insurance coverage, if any, by providing a description of coverage approved by **Us**.

Statements by **Policyholder** or **Insured Person** and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured 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 **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

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

Except for nonpayment of premium, **We** will not use statements made by the **Policyholder** or the **Insured 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 **Insured 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 Paragraphs

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.

Hospital Indemnity Policy Acceptance

[Policyholder Name and Address]

On behalf of the **Policyholder**, I do hereby accept Policy number: _____

Issued by Federal Insurance Company

Name of Policyholder: _____

Signature

Title

Date _____



Endorsement**Change**

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: [01-01-02]

ARKANSAS AMENDMENT RIDER

It is agreed that the Policy is amended as follows:

Under CONTRACT SECTION II - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION, the following provisions are added:

Newborn Child Coverage

A child of an Insured Person born while coverage under the policy is in force, is covered from the moment of birth. A notice of birth, together with the additional premium, must be submitted to **Us** within 90 days of birth or before the next premium due date, whichever is later, in order to continue coverage.

Adopted Child Coverage

A minor child who comes under the charge, care and control of an Insured Person while coverage under the policy is in force, is covered provided the Insured Person files a petition to adopt. The coverage of such child will be the same as provided for other members of the Insured Person's family. Such child will be covered from the date the petition to adopt is filed if the Insured Person applies for coverage and pays any required premium within 60 days after filing the petition to adopt. However, coverage will begin at the moment of birth if the petition for adoption is filed within 60 days after the child's birth. Coverage for such minor child will continue unless the petition for adoption is dismissed or denied. Coverage will continue unless the child's placement is disrupted prior to legal obligation.

All other terms and conditions of the policy remain unchanged.

Authorized Representative



FEDERAL INSURANCE COMPANY
[202 Hall's Mill Road, PO Box 1600, Whitehouse Station, New Jersey 08889

APPLICATION FOR INSURANCE

APPLICATION IS HEREBY MADE TO FEDERAL INSURANCE COMPANY FOR A POLICY OF GROUP INSURANCE AS PER THE PROPOSAL, DATED _____.

POLICYHOLDER: [_____]

ADDRESS: [_____]
STREET CITY STATE ZIP

THIS POLICY SHALL BE MADE EFFECTIVE AT 12:01 A.M. STANDARD TIME ON [_____] AT THE STATED ADDRESS OF THE POLICYHOLDER.

Date

Signature for Policyholder

Company Authorized Representative

[Fraud Warning Notices: 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. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.]

[Notice to Arkansas, Louisiana Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.]

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

[Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.]

[Notice to Maine, Tennessee and Virginia Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.]

[Notice to District of Columbia WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.]

[Notice to Florida and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).]

[Notice to Kentucky Applicants: 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.]

[Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]

[Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.]

[Notice to New York and Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation (in New York) or criminal and civil penalties (in Pennsylvania).]

[Notice to Washington Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.]

Hospital Indemnity Insurance

Underwritten by:
Federal Insurance Company,
a member insurer of the Chubb Group of
Insurance Companies

15 Mountain View Road, PO Box 1615
Warren, NJ 07061-1615

Administered by:
[Insert
Contact Info
Here]

Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, [1234-56-78], which can be obtained from the Policy Administrator.

POLICYHOLDER: [ABC, INC.]

GROUP POLICY NO.: [1234-56-78]

CLASS DESCRIPTION: [All [Cardholders] [Accountholders] [Members] [Employees] of [ABC Company][,their spouses [or domestic partners] and dependent children] [who have elected coverage] [and paid the required premium].]

EFFECTIVE DATE OF INSURANCE – Insurance becomes effective on the latest of 1) the effective date of the policy which is [August 1, 2009], 2) the date on which a person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

DATE INSURANCE ENDS - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, 3) the date on which an Insured Person ceases to meet the eligibility criteria, 4) the date the Insured Person requests in writing that coverage be terminated, or 5) the date the Insured Person attains age [85].

[If the Insured Person terminates within [thirty (30)] days of his or her effective date and no Accidents have occurred, then premium will be fully refunded back to such Insured Person's effective date. If the Insured Person terminates later than [thirty (30)] days after his or her effective date and no Accidents have occurred, then premium will be refunded on a pro-rata basis.]

WHEN COVERAGE APPLIES

[For the In-Hospital Benefit[, the Intensive Care Unit Benefit][, the Emergency [Room] [Outpatient Care] Benefit] [,and the Recuperation Benefit] You [your spouse[,or domestic partner]] [and your dependent children] will be automatically insured [24 hours a day while on business or pleasure.] [while entering, exiting, driving or riding in, or being struck by: 1) any land or water Conveyance (except when acting as a driver of a Conveyance for hire), or 2) a civil aircraft that is operated by a properly certified pilot and has a current unrestricted airworthiness certificate, or 3) any Conveyance operated by a military transport service.] [while entering, exiting, or riding in, or being struck by, a Common Carrier or a Conveyance operated by a military transport service as an emergency replacement for a Common Carrier.] [For the Accidental Death and Dismemberment Benefit] [You [your spouse[,or domestic partner]] [and your dependent children] will be automatically insured] [while entering, exiting, driving or riding in, or being struck by, a private passenger automobile.]

BENEFITS

In-Hospital Benefit: pays a daily benefit of [\$300], [after an elimination period of [3 days].] for each day an Insured Person spends in a Hospital if an Accident results in the Insured Person being registered and Confined to a Hospital while being treated by a Physician. The first day of the Hospital stay must occur within [30] days of the Accident. This benefit does not pay if hospital confinement is solely for convalescent or nursing care. The in-hospital benefit will be paid until the earliest of the date 1) the Insured Person dies, 2) the Insured Person is no longer in the hospital, or 3) [90] days has elapsed. If an Insured Person is discharged from the Hospital and the same Accident causes such Insured Person to be in-hospital again within [180] days after discharge, then We will consider it to be the same period of In-Hospital Confinement. [We will not pay more than [\$100,000] in any calendar year regardless of the number of in-hospital claims incurred in that calendar year.]

[Intensive Care Unit Benefit: pays a daily benefit of [\$600], [after an elimination period of [3 days].] for each day an Insured Person spends in an Intensive Care Unit if an Accident results in the Insured Person being Confined to the Intensive Care Unit. The first day of Confinement in the Intensive Care Unit must occur within [30] days of the Accident. The Intensive Care Unit benefit will be paid until the earliest of the date 1) the Insured Person dies, 2) the Insured Person is no longer Confined in the Intensive Care Unit, or 3) [90] days has elapsed. If an Insured Person is discharged from the Hospital and the same Accident causes such Insured Person to be Confined in an Intensive Care Unit again within [180] days after discharge, then We will consider it to be the same period of Confinement. [We will not

pay more than [\$100,000] in any calendar year regardless of the number of Intensive Care Unit claims incurred in that calendar year.]]

[Emergency [Room] [Outpatient Care] Benefit: pays a benefit of [\$100] if an Accident causes the Insured Person to require and receive treatment in [a Physician's office, an Outpatient Unit or] an emergency room of a Hospital. Treatment must be received within [24] hours of the Accident. We will not pay more than [\$300] in any calendar year regardless of the number of [Physician's office visit, Outpatient Unit visits or] emergency room visits incurred in that calendar year.]

[Recuperation Benefit: if an Insured Person receives an In-Hospital benefit under this policy, then this benefit will pay a daily benefit of [\$100] once the Insured Person is discharged from the Hospital. The Recuperation benefit will be paid for the same number of days for which we paid the In-Hospital benefit and will be paid in one lump sum upon the Insured Person's discharge. If the Insured Person dies while In-Hospital, no Recuperation benefit is payable. [We will not pay more than [\$100,000] in any calendar year regardless of the number of Recuperation claims incurred in that calendar year.]]

[Accidental Death and Dismemberment Benefit: pays the applicable benefit amount shown if an Accident results in a covered Loss. The covered Loss must occur within one year of the Accident. Your benefit amount is [\$200,000], [your spouse's[,or domestic partner's] benefit amount is [\$100,000]] [and your dependent children's benefit amount is [\$20,000]]. **100%** of the benefit amount is payable for Accidental: Loss of Life; Loss of Speech and Loss of Hearing; Loss of Speech and one of: Loss of Hand, Foot or Sight of One Eye; Loss of Hearing and one of: Loss of Hand, Foot or Sight of One Eye; Loss of both Hands, both Feet, Loss of Sight or any combination thereof; Quadriplegia. **75%** of the benefit amount is payable for Accidental Paraplegia. **50%** of the benefit amount is payable for Accidental: Loss of Hand, Foot or Sight of One Eye (any one of each); Loss of Speech or Loss of Hearing; Hemiplegia. **25%** of the benefit amount is payable for Accidental: Loss of Thumb and Index Finger of the same hand; Uniplegia.

Inflation Protection

We will increase an Insured Person's Benefit Amount for the In-Hospital Benefit[,] [the Intensive Care Unit Benefit][,] [the Emergency [Room] [Outpatient Care] Benefit][,] [the Recuperation Benefit][,] [and] [the Accidental Loss of Life Benefit] according to the following formula. The increase is calculated by multiplying the Benefit Amount by:

- 1) [25%]; and
- 2) the number of full calendar years elapsed since the Insured Person elected coverage under the policy.

The increase in the Benefit Amount will not exceed [100%] of the original Benefit Amount.]]

Reduction of Principal Sum

If an Insured Person is age [70] or older on the date of an Accident, then the Benefit Amount for the In-Hospital benefit [and the Intensive Care Unit benefit] will be reduced according to the following schedule:

| <u>Age on Date of Accident</u> | <u>Amount of Benefit Amount after Reduction:</u> |
|--------------------------------|--|
| [65] | [50%] |
| [75 and over] | [25%] |

The Benefit Amount cannot be increased after age [65].]

Maximum Amount of Insurance

The maximum amount of insurance that We will pay to an Insured Person for In-Hospital benefits, [and] [Intensive Care Unit benefits,] [Emergency [Room] [Outpatient Care] benefits,] [and] [Recuperation benefits] received as the result of one Accident is [\$50,000].

[If more than one Insured Person suffers a Loss in the same Accident, then We will not pay more than [\$500,000]. If an Accident results in Benefit Amounts becoming payable, which when totaled, exceed [\$500,000], then the [\$500,000] will be divided proportionally among the Insured Persons, based on each applicable Benefit Amount.]]

EXCLUSIONS

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing the insurance. In addition no benefits will be paid for any Accident caused by or resulting from any of the following: **1)** an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof (This exclusion doesn't apply to bacterial infection caused by an Accident or by accidental consumption of a substance contaminated by bacteria); **2)** an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; **3)** a declared or undeclared War; **4)** an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority (This exclusion does not apply to the first [60]

consecutive days of active military service with the armed forces of any country or established international authority); [5]] [an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Policyholder or on the Policyholder's behalf; or b) operated by an employee of the Policyholder on the Policyholder's behalf;] [6]] [an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Sponsoring Organization or on the Sponsoring Organization's behalf; or b) operated by an employee of the Sponsoring Organization on the Sponsoring Organization's behalf;] [7]] [an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the an Insured Person or on the an Insured Person's behalf; or b) operated by an employee of the an Insured Person on the an Insured Person's behalf;] [8]] [an Insured Person 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);] [9]] [an Insured Person's commission or attempted commission of a felony or being engaged in an illegal occupation;] [10]] [an Insured Person's incarceration;] [11]] [an Insured Person being intoxicated at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [12]] [an Insured Person being intoxicated, while operating a motorized vehicle at the time of an accident. (Intoxication is defined by the laws of the jurisdiction where such accident occurs.);] [13]] [an Insured Person being under the influence of any narcotic or other controlled substance at the time of an accident. (This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.);] [14]] [an Insured Person's participation in scuba diving to depths of more than 100 feet, skydiving, hang-gliding, para-gliding, parascending other than over water, bungee jumping, mountaineering or rock climbing normally requiring the use of guides or ropes, or caving;] [15]] [an Insured Person participating in any professional sporting activity for which the Insured Person received a salary or prize money;] [16]] [an Insured Person being in or participating in a motorized vehicular race or speed contest;] [17]] [an Insured Person traveling or flying on any rocket propelled or rocket launched conveyance;] [18]] [an Insured Person traveling or flying on any aircraft that is in a category listed by the Federal Aviation Administration as requiring a Special Airworthiness Certificate. This exclusion applies regardless of whether or not the Special Airworthiness Certificate has been issued and regardless of whether the Insured Person is on such aircraft within or outside of the United States of America. (This exclusion does not apply to an aircraft that is in a category listed by the Federal Aviation Administration as requiring a Primary Special Airworthiness Certificate.);].

DEFINITIONS

Accident means a sudden, unforeseen, and unexpected event which 1) happens by chance, 2) arises from a source external to the Insured Person, 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof, 4) occurs while the Insured Person is insured under this policy which is in-force, and 5) is the direct cause of loss. **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident during the policy period; 2) to an Insured Person; and 3) for an applicable Hazard. **Common Carrier** means any motorized land, water or air Conveyance, operated by an organization other than the Policyholder, organized and licensed for transportation of passengers for hire and operated by an employee or an individual under contract. Common Carrier does not include any Conveyance used for recreational purposes.] **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.] **Confine or Confinement** means being admitted to a Hospital to receive inpatient service for which the Insured Person is charged at least one day's room and board by the Hospital. Confinement consists of consecutive days of Confinement following the date the Insured Person is admitted as an inpatient in a Hospital. **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.] **Hospital** means a public or private institution which 1) is licensed in accordance with the laws of the jurisdiction where it is located, 2) is accredited by the Joint Commission on Accreditation of Hospitals, 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients, 4) provides organized facilities for diagnosis and medical or surgical treatment, 5) [provides 24-hour nursing care, 6) has a Physician or staff of Physicians, and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. [Hospital includes a Rehabilitation Facility.] **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. **Insured Person** means a person, qualifying as a Class member: 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Intensive Care Unit** means only that specifically designated facility of the Hospital that provides the highest level of medical care. It is restricted to patients who are critically ill or injured. The Intensive Care Unit must be listed in the current edition of the American Associate Guide or eligible to be listed therein. This guide lists three types of facilities that meet the definition of Intensive Care Unit: 1) Intensive Care Unit, 2) Cardiac Intensive Care Unit, and 3) Infant (neonatal) Intensive Care Unit.] **Loss** means Accidental: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger, Quadriplegia, Paraplegia, Hemiplegia, Uniplegia. Loss must occur within one year after the Accident.] **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hand** means complete severance, as determined by a Physician, of at least four fingers at or above the metacarpal phalangeal joint on the same hand or at least three fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation.] **Loss of Hearing** 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** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident.] **Loss of Sight** means permanent loss of vision. Remaining

vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician.] **Loss of Sight of One Eye** means permanent 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** 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** 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.] **Outpatient Unit** means a licensed emergency treatment center that has 1) permanent facilities, 2) a Physician present during all operating hours, and 3) ancillary services, including laboratory and x-ray, staffed during all operating hours.] **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.] **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) the Insured Person, 2) an immediate family member, 3) the Insured Person's employer or business partner, or 4) the Policyholder]. **Policyholder** means [ABC Company]. **Primary Insured Person** means the Insured Person who 1) has a direct relationship with the Policyholder, and 2) where applicable elects insurance under this policy, and 3) pays the required premium for the insurance elected]. **Private Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of nine people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.] **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.] **Rehabilitation Facility** means a public or private institution which 1) is licensed in accordance with the laws of the jurisdiction where it is located, 2) is accredited by either the Joint Commission on Accreditation of Health Care Organizations or the Commission on the Accreditation of Rehabilitation Facilities, 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients, 4) provides organized facilities for the rehabilitation of physical disabilities, 5) [provides 24-hour nursing care, 6) has a Physician or staff of Physicians, and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.] **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.] **We, Us and Our** means Federal Insurance Company.

[BENEFICIARY

The Loss of Life benefit will be paid to the beneficiary designated by the Insured Person. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the Insured Person's spouse or domestic partner, b) in equal shares to the Insured Person's children, c) in equal shares to the Insured Person's parents, d) in equal shares to the Insured Person's brothers and sisters, e) the Insured Person's estate. Any Benefit Amount payable due to the Loss of Life of a dependent child will be paid to the Primary Insured Person, absent any beneficiary designation by the dependent child. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian. All other benefits will be paid to the Insured Person or the Insured Person's designee, or unless otherwise noted.]

CLAIM PROVISIONS

Claim Notice: Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 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 Insured Person and Policyholder. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within 15 days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured 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 Proof of Loss:** Complete proof of loss must be given to Us within 90 days after the date of loss, or as soon as reasonably possible. Failure to give complete proof of loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one year after the deadline to submit complete proof of loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** We will pay the Insured Person or beneficiary the applicable Benefit Amount within 60 days after We receive complete proof of loss if the Insured Person, the Policyholder and the beneficiary, where applicable, have complied with all the terms of this policy.

HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator or go to Our website (www.chubb.com), click on "Report a Loss", click on "accident and Health", select the appropriate claim form and print. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: CHUBB GROUP OF INSURANCE COMPANIES, CLAIMS SERVICE CENTER, 600 INDEPENDENCE PARKWAY, P.O. BOX 4700, CHESAPEAKE, VA 23327-4700, Fax Number 1-800-300-2538.

GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES

Any terms of this Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

HIP5000-DOC



Endorsement**Change**

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: [01-01-02]

It is agreed that the Policy is amended as follows:

[Only approved wording will be used to add benefits to the contract.]

[
All other terms and conditions of the policy remain unchanged.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by several vertical strokes and a long, sweeping tail that ends in a small circle.

Authorized Representative



Endorsement**Beneficiary (Prior Carrier)**

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]

It is agreed that the Policy is amended as follows:

In Section VI General Provisions of the Policy Section A of the Beneficiary Provisions is deleted and hereby replaced with the following:

[Beneficiary

A) *Designation*

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require.

We accept as valid the beneficiary designation form that was previously completed by an **Insured Person** for a prior carrier. The name of the carrier is [Insert name of carrier]

All other terms and conditions of the policy remain unchanged.

Authorized Representative

SERFF Tracking Number: CLTR-126589033 State: Arkansas
 Filing Company: Federal Insurance Company State Tracking Number: 45543
 Company Tracking Number: HIP5000
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Group Accident Hospital Indemnity
 Project Name/Number: Group Accident Hospital Indemnity/HIP5000 CW

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: Flesch Certification | Approved-Closed | 04/29/2010 |
| Comments: | | |
| Attachment: CERTIFICATION OF COMPLIANCE.pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Bypassed - Item: Application | Approved-Closed | 04/29/2010 |
| Bypass Reason: Application to be used is being submitted for approval and is attached under the Form Schedule tab. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: Cover Letter and Authorization | Approved-Closed | 04/29/2010 |
| Comments: | | |
| Attachments: 20100429 AR AHIP Filing Letter.pdf Coulter Assoc Auth.pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: Rule and Regulation 19 Certification | Approved-Closed | 04/29/2010 |
| Comments: | | |
| Attachment: AR Rule & Reg 19 Certification.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| | | |

SERFF Tracking Number: CLTR-126589033 State: Arkansas
Filing Company: Federal Insurance Company State Tracking Number: 45543
Company Tracking Number: HIP5000
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Group Accident Hospital Indemnity
Project Name/Number: Group Accident Hospital Indemnity/HIP5000 CW
Satisfied - Item: Consumer Information Notice Approved-Closed 04/29/2010

Comments:

The attached consumer information notice will be completed and left with each enrollee.

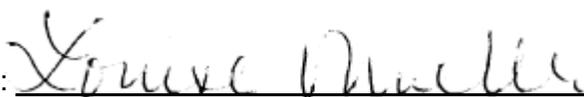
Attachment:

CONSUMER INFORMATION NOTICE.pdf

**CERTIFICATION OF COMPLIANCE
FOR
READABILITY**

| <u>Form number(s)</u> | <u>Form Name</u> | <u>Flesch Readability Score</u> |
|-----------------------|--|---------------------------------|
| HIP5000 | Group Accident Hospital Indemnity Policy | 50.0 |
| HIP 1001 AR | Policy Amendment Rider | 48.3 |
| HIP5000-DOC | Description of Coverage | 50.1 |
| HIP 1001 | Administrative Change Rider | 56.2 |
| HIP 1002 | Beneficiary Designation Endorsement | 61.0 |

I hereby certify on behalf of Federal Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

Signature: 

Type the Name and Title: Louise Mueller, Assistant Vice President

Date: 4/28/2010



Frank D. Cripps
Senior Consultant
Contracts and Compliance

379 Princeton-Hightstown Rd.
Cranbury, NJ 08512
Phone: 609-443-7540
Fax: 609-443-4103

Email: frank@coulter-and-associates.com

April 29, 2010

Arkansas Insurance Department
Via SERFF

RE: Federal Insurance Company – NAIC #20281 – FEIN 1319633496
Group Accident Hospital Indemnity
Forms: HIP5000 Group Policy
 HIP 1001 AR Policy Amendment Rider
 HIP3000 (Ed.4/10) Group Application
 HIP5000-DOC Description of Coverage
 HIP 1001 Administrative Change Rider
 HIP 1002 Beneficiary Designation Endorsement
Readability Certification

Dear Madam or Sir:

On behalf of Federal Insurance Company, Coulter and Associates, Inc. is filing the attached group accident forms for your review and approval. The product will be marketed to large and small employer groups and through affinity groups (associations, financial institutions, membership groups). The policy will pay a daily benefit for each day that an insured spends in the hospital due to an accident. This is an indemnity benefit with no medical expense component. There is also an accidental death and dismemberment benefit. Dependents coverage is available. The state-specific amendment rider is intended to modify the policy to comply with state requirements. Any changes made by use of the State-Specific Amendment Rider will cause the Description of Coverage issued to the residents of your state to be accordingly modified.

Bracketed language is either included or deleted.

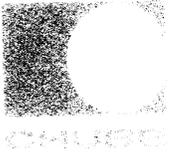
This is a new filing for Federal Insurance Company and no forms are replaced by this filing.

If you have any questions, please call me at 609-443-7540 or email me at frank@coulter-and-associates.com. Otherwise we look forward to your approval.

Sincerely,

Frank D. Cripps
Contract & Compliance Consultant

FDC/c
Attachments



CHUBB & SON

Date: April 14, 2010

To: State Insurance Departments

Subject: Filing Authority for Coulter & Associates, Inc.

Federal Insurance Company has engaged the services of Coulter & Associates to assist with its form and rate filings. I hereby authorize Coulter & Associates, to represent Federal Insurance Company in regard to its Group Accident filings in your state.

Signature: _____

A handwritten signature in cursive script, appearing to read 'Alfred C Drowne', written over a horizontal line.

Printed Name: Alfred C Drowne

Title: Vice President

TO: Commissioner of Insurance
Arkansas Insurance Department

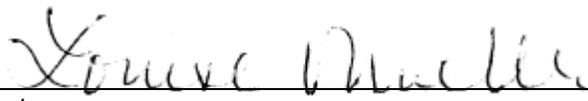
RE: Federal Insurance Company – Policy Form HIP5000

RULE AND REGULATION 19 CERTIFICATION

This is to certify that the referenced policy form complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed for FEDERAL INSURANCE COMPANY by:

April 28, 2010
Date


Signature

Louise Mueller, Assistant Vice President
Typed Name and Title

CONSUMER INFORMATION NOTICE

Policyholder Service Office of Federal Insurance Company

Address: <administrator's name if company not handling Policyholder Service>
<mailing address>

Telephone Number: <toll-free number if available>

Agent (to be completed at time of application)

Name of Agent: _____

Address: _____

Telephone Number: _____

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

Arkansas Insurance Department
Consumer Services Divisions
1200 West Third Street
Little Rock, Arkansas 72201-1904
Phone: (501) 371-2640