

SERFF Tracking Number: NWLC-126622287 State: Arkansas  
 Filing Company: Nationwide Life Insurance Company State Tracking Number: 45879  
 Company Tracking Number:  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Blanket Accident 2010  
 Project Name/Number: Jambalaya/

## Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Blanket Accident 2010

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: NWLC-126622287 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 45879

Co Tr Num:

Authors: Bobby Handley, Jonna  
Shields, LaToyia Martin, Robin  
Golden

Date Submitted: 06/04/2010

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 07/08/2010

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: Jambalaya

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/08/2010

Deemer Date:

Submitted By: Robin Golden

Filing Description:

This is a group blanket accident product, which will be made available to groups of sports, leisure and entertainment. This would consist of such groups as little league sports teams, overnight camps, and motorsports. When purchased, all participants in a covered activity will have coverage during their covered activity.

Attached is the policy, schedule of benefits and 17 riders. Each form is explained and covered in detail in the statement of variability.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Currently being  
filed.

Market Type: Group

Group Market Size: Large

Group Market Type: Blanket

Explanation for Other Group Market Type:

State Status Changed: 07/08/2010

Created By: Jonna Shields

Corresponding Filing Tracking Number:

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Your prompt attention to this submission will be appreciated. If there are any questions, please do not hesitate to contact me.

## Company and Contact

### Filing Contact Information

Robin Golden, Sr. Compliance Analyst goldenr1@nationwide.com  
 5525 Parkcenter Circle 614-854-5106 [Phone]  
 CO-01-30  
 Dublin, OH 43017

### Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio  
 5525 Parkcenter Circle Group Code: 140 Company Type:  
 Dublin, OH 43017 Group Name: State ID Number:  
 (614) 854-3375 ext. [Phone] FEIN Number: 31-4156830

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50 per policy filing (not per form)  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	06/04/2010	37016153

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/08/2010	07/08/2010

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## **Disposition**

Disposition Date: 07/08/2010

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	Statement of Variability	Approved-Closed	Yes
Form	POLICY	Approved-Closed	Yes
Form	SCHEDULE OF BENEFITS	Approved-Closed	Yes
Form	ADJUSTMENT EXPENSE BENEFIT RIDER	Approved-Closed	Yes
Form	AMENDMENT RIDER	Approved-Closed	Yes
Form	ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT RIDER	Approved-Closed	Yes
Form	CATASTROPHE CASH BENEFIT RIDER	Approved-Closed	Yes
Form	COLLEGE EDUCATION BENEFIT RIDER	Approved-Closed	Yes
Form	COMA BENEFIT RIDER	Approved-Closed	Yes
Form	CRISIS MANAGEMENT BENEFIT RIDER	Approved-Closed	Yes
Form	DISABILITY BENEFIT RIDER	Approved-Closed	Yes
Form	EMERGENCY MEDICAL EVACUATION BENEFIT RIDER	Approved-Closed	Yes
Form	EMERGENCY ROOM BENEFIT RIDER	Approved-Closed	Yes
Form	EXCESS BENEFIT RIDER	Approved-Closed	Yes
Form	PARALYSIS BENEFIT RIDER	Approved-Closed	Yes
Form	PERMANENT TOTAL DISABILITY BENEFIT RIDER	Approved-Closed	Yes
Form	SEVERE BURN BENEFIT RIDER	Approved-Closed	Yes
Form	SICKNESS MEDICAL EXPENSE BENEFIT RIDER	Approved-Closed	Yes
Form	SPECIAL EXPENSE BENEFIT RIDER	Approved-Closed	Yes
Form	VOCATIONAL REHAB BENEFIT RIDER	Approved-Closed	Yes
Form	APPLICATION	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/08/2010	NSHBA 2000 A	Policy/Cont ract/Fratern al Certificate	POLICY	Initial		52.300	NSHBA 2000 A.pdf
Approved-Closed 07/08/2010	NSHBA 2500- SCHED A	Schedule Pages	SCHEDULE OF BENEFITS	Initial		0.000	NSHBA 2500 SCHED A.pdf
Approved-Closed 07/08/2010	NSHBA 2400 AEB A	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	ADJUSTMENT EXPENSE BENEFIT RIDER	Initial		51.900	NSHBA 2400 AEB A.pdf
Approved-Closed 07/08/2010	NSHBA 2400 AMD A	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	AMENDMENT RIDER	Initial		50.600	NSHBA 2400 AMD A.pdf
Approved-Closed 07/08/2010	NSHBA 2400 ANC A	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT RIDER	Initial		51.500	NSHBA 2400 ANC A.pdf
Approved-Closed 07/08/2010	NSHBA 2400 CTC A	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	CATASTROPHE CASH BENEFIT RIDER	Initial		66.600	NSHBA 2400 CTC A.pdf

<i>SERFF Tracking Number:</i>	<i>NWLC-126622287</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>			
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<i>Product Name:</i>	<i>Blanket Accident 2010</i>		
<i>Project Name/Number:</i>	<i>Jambalaya/</i>		
Approved- NSHBA Certificate COLLEGE Initial 51.100 NSHBA 2400	Amendmen EDUCATION COL A.pdf		
Closed 2400 COL t, Insert BENEFIT RIDER Page, Endorseme nt or Rider			
Approved- NSHBA Certificate COMA BENEFIT Initial 61.800 NSHBA 2400	Amendmen RIDER CMA A.pdf		
Closed 2400 CMA t, Insert Page, Endorseme nt or Rider			
Approved- NSHBA Certificate CRISIS Initial 48.200 NSHBA 2400	Amendmen MANAGEMENT CRM A.pdf		
Closed 2400 CRM t, Insert BENEFIT RIDER Page, Endorseme nt or Rider			
Approved- NSHBA Certificate DISABILITY Initial 59.600 NSHBA 2400	Amendmen BENEFIT RIDER DBL A.pdf		
Closed 2400 DBL t, Insert Page, Endorseme nt or Rider			
Approved- NSHBA Certificate EMERGENCY Initial 45.300 NSHBA 2400	Amendmen MEDICAL EME A.pdf		
Closed 2400 EME t, Insert EVACUATION BENEFIT RIDER Page, Endorseme nt or Rider			
Approved- NSHBA Certificate EMERGENCY Initial 48.900 NSHBA 2400	Amendmen ROOM BENEFIT ERM A.pdf		
Closed 2400 ERM t, Insert RIDER Page, Endorseme nt or Rider			
Approved- NSHBA Certificate EXCESS BENEFIT Initial 50.600 NSHBA 2400	Amendmen RIDER EXC A.pdf		
Closed 2400 EXC			

<i>SERFF Tracking Number:</i>	<i>NWLC-126622287</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Blanket Accident 2010</i>		
<i>Project Name/Number:</i>	<i>Jambalaya/</i>		
07/08/2010 A	t, Insert Page, Endorseme nt or Rider		
Approved- Closed 07/08/2010 A	NSHBA 2400 PAR Certificate PARALYSIS Amendmen BENEFIT RIDER t, Insert Page, Endorseme nt or Rider	Initial 59.400	NSHBA 2400 PAR A.pdf
Approved- Closed 07/08/2010 A	NSHBA 2400 PTD Certificate PERMANENT Amendmen TOTAL DISABILITY t, Insert Page, Endorseme nt or Rider	Initial 48.600	NSHBA 2400 PTD A.pdf
Approved- Closed 07/08/2010 A	NSHBA 2400 SBN Certificate SEVERE BURN Amendmen BENEFIT RIDER t, Insert Page, Endorseme nt or Rider	Initial 53.100	NSHBA 2400 SBN A.pdf
Approved- Closed 07/08/2010 A	NSHBA 2400 SME Certificate SICKNESS Amendmen MEDICAL EXPENSE t, Insert Page, Endorseme nt or Rider	Initial 51.000	NSHBA 2400 SME A.pdf
Approved- Closed 07/08/2010 A	NSHBA 2400 SEB Certificate SPECIAL EXPENSE Amendmen BENEFIT RIDER t, Insert Page, Endorseme nt or Rider	Initial 51.400	NSHBA 2400 SEB A.pdf
Approved- Closed 07/08/2010 A	NSHBA 2400 VRH Certificate VOCATIONAL Amendmen REHAB BENEFIT RIDER t, Insert Page,	Initial 50.300	NSHBA 2400 VRH A.pdf

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<i>Product Name:</i>	<i>Blanket Accident 2010</i>		
<i>Project Name/Number:</i>	<i>Jambalaya/ Endorseme nt or Rider</i>		
Approved- NSHBA	Application/ APPLICATION	Initial	0.000
Closed 2300 A	Enrollment		NSHBA 2300
07/08/2010	Form		A.pdf



**Nationwide Life Insurance Company**  
Home Office: One Nationwide Plaza, Columbus, Ohio

**BLANKET ACCIDENT POLICY**

**INSURING AGREEMENT**

This Policy is issued in consideration of the Application made by the Policyholder. We promise to pay, subject to the Policy Terms, the Benefits stated herein. We make this promise and issue this Policy to You in exchange for the Premium shown in the Schedule of Benefits. The Policy insures only those persons referred to in the Schedule of Benefits for whom proper Premium has been paid. This Policy is a legal contract between You and Us.

**POLICY TERM**

The Policy Term starts at 12:01 a.m. standard time at Your address on the effective date [and each subsequent anniversary date] shown in the Schedule of Benefits. [This Policy is a non-renewable term blanket Policy.]

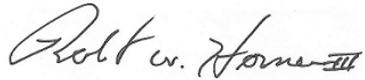
**[RENEWAL**

This Policy can be renewed on each anniversary date with Our consent for future terms by payment of the Premium due at the rates agreed upon for each such renewal. If the Policy is not renewed, insurance will terminate as of the date the last Policy Term ends. Coverage may be terminated in accordance with the Policy Termination provision of this Policy.]

**NOTICE**

**PLEASE READ YOUR POLICY CAREFULLY. THIS IS LIMITED INSURANCE. [IT IS AN ACCIDENT ONLY POLICY AND DOES NOT COVER LOSS OR EXPENSES RESULTING FROM SICKNESS, DISEASE OR BODILY INFIRMITY.]**

**Signed for Nationwide Life Insurance Company**

  
[ Secretary ]

  
[ President ]

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## DEFINITIONS

### General Definitions

**Accident or Accidental:** A specific unforeseen event:

1. that is sudden, unexpected, and unintended, over which a Insured Person has no control and which happens while the Insured Person is covered under this Policy; and
2. which directly, and from no other cause, results in an Injury; and
3. that is independent from Sickness, disease, bodily infirmity, or illness.

**[Aggregate Limit of Liability:** The Aggregate Limit shown in the Schedule of Benefits is the maximum amount payable by Us for all Claims incurred for all Insureds under the Policy which are caused by any one Incident that occurs when the Policy is in force. If this limit is not sufficient to pay the total of all such Claims, then the Benefit payable to any one Insured will be determined in proportion to our total aggregate limit of liability. [This Aggregate Limit of Liability applies only to Accidental Death [and Specific Loss] and related Benefits.]]

**Application:** The attached Policy application, including any amendments, which is a part of the Policy.

**Beneficiary:** The one who will receive Benefits payable upon the Insured Person's death. The Insured may designate or change the Beneficiary at any time by filing written notice on a form We provide and sending it back to the Policyholder or Our Agent or Us.

**Benefit:** The dollar amount payable by Us to a Claimant or Beneficiary under the Policy.

**Benefit Period:** The period of time during which Covered Expenses must be incurred in order for benefits to be payable, as shown in the Schedule of Benefits or applicable Riders. A benefit period starts on the date of the Covered Accident and ends at the end of the time period shown as the Benefit Period, unless specified elsewhere in the Policy.

**Certificate:** If required by Your state, this document provides a description of the Coverage available under the Policy.

**Claim:** A request for payment of Benefits.

**Claimant:** A person who has filed a Claim for Benefits under the Policy, as the Insured Person (Insured's parent, if a minor), the Insured's legal guardian, the Beneficiary, or a person representing any of the above.

**[Combined Individual Limit:** The Combined Individual Limit, as shown in the Schedule of Benefits, is the maximum amount payable under the Policy per Insured Person per Injury for all losses under the Policy and any Riders, except Accidental Death, if applicable.]

**Company:** Nationwide Life Insurance Company. Also hereinafter referred to as We, Our and Us.

**Coverage:** The right of the Insured Person to receive Benefits subject to the terms, conditions, limitations and exclusions of the Policy.

**Covered Activity(ies):** The covered event or activities described in the Schedule of Benefits.

**Effective Date:** The date on which insurance Coverage begins under the Policy.

**Eligible Class:** A group of people who are eligible for Coverage under the Policy as listed in the Schedule of Benefits.

**Eligible Person:** A person who belongs to an Eligible Class as described in the Schedule of Benefits.

**Family Member:** A person who is related to the Insured Person in any of the following ways: spouse, domestic partner, common law spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), legal guardian, brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child). A Family Member includes an individual who normally lives in the Insured Person's household.

**Health Care Facility:** A Hospital, Skilled Nursing, Sub-Acute, hospice, or other duly licensed, certified, and approved health care institution that provides care and treatment for sick or injured persons.

**Heart and Circulatory Malfunction:** A sudden and serious malfunction of the heart or circulatory system, which includes myocardial infarction, cardiac arrest, heart attack, heat exhaustion, coronary thrombosis, cerebral vascular accident (e.g., stroke or aneurysm), and does not include conditions such as hypertension or angina.

**Independent Medical Exam:** An examination by a Physician of the appropriate specialty for an Insured Person's condition at Our expense. Such examination, scheduled by Us, may be used for the purpose of determining eligibility for insurance or Benefits, including eligibility under the Riders, if any, associated with the Policy.

[**Incident:** Any one event or series of events related to the cause or causes, which result in the Loss.]

**Injury or Injuries:** A bodily injury which is:

1. directly and independently caused by specific Accidental contact with another body or object;
2. a source of loss that is sustained while the Insured Person is covered under this Policy and while he or she is taking part in a Covered Activity.

[For all Benefits, Injury includes Heart and Circulatory Malfunction, subject to the following conditions:

1. Malfunction must occur [before age 65] while the Insured is taking part in a Covered Activity; and
2. The symptom(s) of such malfunction(s) is (are) first medically treated while the Policy is in force with respect to the Insured and within [48, 72] hours of having taken part in a Covered Activity; and
3. Such Insured has not, [within one year] prior to the date of participation in the Covered Activity, been medically diagnosed with, or received any medication for, any myocardial infarction, angina pectoris, coronary thrombosis, hypertension, heart attack, or a cerebral vascular incident.]

[For the Accident Medical Expense Benefit, Injury also includes repetitive motion injuries [or aggravation of such injuries] resulting from participation in a Covered Activity. Repetitive motion injuries are injuries such as, but not limited to, strains, sprains, hernias, tennis elbow, tendonitis, bursitis, and muscle tears.] [The repetitive motion injury must be diagnosed by a Physician and occur within [30, 45, 60, 90] days of participation in a Covered Activity.]

All Injuries sustained in one Accident, including all related conditions and recurrent symptoms of these Injuries will be considered as one Injury.

**Insured Person or Insured:** An Eligible Person insured under the Policy.

**Loss Period:** The period of time within which the first expense must be Incurred following an Accident for Benefits to be payable for the Injury sustained.

[**Maximum Lifetime Benefit:** The maximum amount payable for each Insured Person under this Policy during his or her lifetime.]

**Participating Organization:** An organization which:

1. elects to offer coverage under the Policy by completing a Participating Organization Application that has been accepted by Us;
2. completes a participation agreement with the Policyholder; and
3. remits the required Premium when due, if applicable.

**Physician:** A health care professional practicing within the scope of his or her license and is duly licensed by the appropriate State Regulatory Agency to perform a particular service which is covered under the Policy, and who is not:

1. the Insured Person;
2. a Family Member of the Insured Person; or
3. a person employed or retained by the Policyholder.

**Policy:** The agreement between Us and the Policyholder which states the terms, conditions, limitations, and the exclusions regarding Coverage.

**Policy Term:** The period of time the Policyholder is covered by the Policy. The Policy Term is shown in the Schedule of Benefits.

**Policyholder:** The organization who has contracted with Us to provide Benefits to the Insured Person. To the extent that a Participating Organization is applicable, the term Policyholder can be deemed to include the Participating Organization(s), unless otherwise specified in the Policy.

**Premium:** The periodic fee required to maintain Coverage for each Insured Person in accordance with the terms of the Policy.

**Proof:** Evidence satisfactory to Us that a person has satisfied the conditions and requirements for a Benefit.

**Provider:** Any Physician, health professional, Health Care Facility or other person or recognized entity licensed to provide medical services to Insured Persons.

**Schedule of Benefits:** Shows the amount of Benefits provided under this Policy.

**Sickness:** An illness, disease or condition, including the pregnancy, childbirth and related medical conditions of an Insured Person, that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident.

**Sign or Signed:** The use by a person of a symbol or method with the present intention to authenticate a record. Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.

**We, Our, Us and Insurer:** The insurer, Nationwide Life Insurance Company.

**Written or Writing:** A record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.

**You and Your:** The plan sponsor or Policyholder named in the Schedule of Benefits.

Other terms are defined elsewhere under the Policy.

**[Additional Definitions for the [Accident Medical Expense] [and] [Catastrophic Accident Medical Expense] Benefit and any applicable Riders**

**Ambulance Services:** Professional ground [and air] Ambulance Services to transport the Insured Person from the place where the Covered Accident occurred to the nearest medically appropriate facility; and from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that such transport is Medically Necessary.

**Chiropractic Services:** Includes all therapeutic, adjustment, and manipulation services and modalities (i.e., hot packs, cold packs and ultrasounds, etc.) administered by a Provider acting within the scope of their license.

**Confinement/Confined:** An uninterrupted stay following admission to a Health Care Facility due to an Accidental Injury. The re-admission to a Health Care Facility for the same or related Accidental Injury, within a 72-hour period, will be considered a continuation of the same period of confinement. Confinement/Confined does not include observation, which is the review or assessment, of less than 24 hours, of a person's Injury that does not result in admission to a Health Care Facility.

**Custodial Care:** A level of routine maintenance and supportive care that is primarily for the purpose of attending to the activities of daily living for which the services of a skilled professional are not Medically Necessary. Custodial Care includes, but is not limited to, assistance in walking, getting in or out of bed, bathing, dressing or grooming, feeding, taking medicine, exercise, or entertainment. Custodial Care may not be provided by the Insured Person's Family Member unless specifically agreed to in writing by Us. Custodial Care does not include Home Health Care services or treatment.

**Deductible:** The amount of Covered Expense that must be Incurred by the Insured before any Benefits are payable by Us. The Deductible will apply as specified in the Schedule of Benefits or any endorsements to this Policy.

**[Deductible Incurral Period:** The period of time, starting on the date of the covered Accident, within which the Insured must satisfy the Deductible before Benefits will be payable for subsequent Covered Expenses Incurred as a result of the Accidental Injury.]

**Diagnostic Imaging:** Those forms of radiographs that are not plain film radiography (x-rays). It includes but is not limited to: computerized axial tomography (CAT); magnetic resonance imaging (MRI); radionuclide imaging (nuclear medicine) and ultrasound (US). These examinations may be performed with or without contrast materials.

**Durable Medical Equipment:** A device which:

1. is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of Injury and is able to withstand repeated use;
2. is used exclusively by the Insured;
3. is routinely used in a Hospital but can be used effectively in a non-medical facility;
4. can be expected to make a meaningful contribution to treating Insured's Injury; and
5. is prescribed by a Physician and is Medically Necessary for rehabilitation.

**Expenses Incurred:** See Incurs or Incurred.

**Home Health Aide:** A person who provides care of a medical or therapeutic nature and who reports to, and is under the direct supervision of, a Home Health Care Agency.

**Home Health Care Agency:** A business that provides Home Health Care Services and is licensed by the appropriate state licensing authority.

**Home Health Care Services:** The provision of a health service for payment or other consideration in a patient's residence, instead of an otherwise required Hospital or nursing home confinement, under a plan of care established, approved in writing, and reviewed and certified at least once every two months by the attending Physician as necessary for medical purposes. Home Health Care Services includes:

1. part-time or intermittent skilled nursing services provided by a Nurse;
2. part-time or intermittent Home Health Aide services which provide supportive services in the home under the supervision of a registered Nurse or a physical therapist;
3. Physical, respiratory, [occupational, and speech] therapy; and
4. the furnishing of medical equipment supplies other than drugs and medicines.

[Each visit by a Nurse or Home Health Care Agency employee constitutes a Home Health Care visit and each four hours of Home Health Aide services constitutes a Home Health Care visit. If services extend beyond four hours, each four hours or portion of that period is considered as one Home Health Care visit.] Home Health Care Services does not include Custodial Care services or treatment.

**Hospital:** An institution that:

1. operates pursuant to law; and
2. has 24 hour nursing services by registered Nurses; and
3. has a staff of one or more doctors; and
4. provides inpatient therapeutic and diagnostic services for Injury or Illness; and
5. provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities; and
6. is approved by the Joint Commission on the Accreditation of Health Care Facilities as a Hospital (JCAHO); or
7. is approved by the American Hospital Association (AHA); or
8. is approved by the American Osteopathic Healthcare Association (AOHA); or
9. is approved by the American Osteopathic Association accreditation (AOA); or
10. is approved by the Commission on Accreditation of Rehabilitation Facilities (CARF).

Unless otherwise provided in the Policy, Hospital does not include any of the following:

1. A rest or nursing home, home for the aged or convalescent home; or
2. A Skilled Nursing Facility; an extended care facility; or
3. A hospice or a place for Custodial Care; or
4. A birthing center.

**Incurs or Incurred:** Covered Expenses for:

1. services and treatments actually received within the applicable Benefit Period; and
2. medical supplies actually purchased, received, and utilized within the applicable Benefit Period. The terms "Incurs" and "Incurred Expenses" do not include expenses deferred beyond the applicable Benefit Period.

**Inpatient:** Confinement of 24 hours or greater.

**[Loss:** Medical Expenses Incurred that are caused by Injury and which are payable under the Policy's terms and Conditions.]

**Medically Necessary:** Services or supplies that are:

1. appropriate and necessary for the symptoms, diagnosis, or treatment of the Injury;
2. provided for the diagnosis or direct care and treatment of the Injury;
3. consistent with generally accepted professional standards of care within the organized medical community;
4. not primarily for the convenience of the Insured Person or Insured Person's Physician, or another health care Provider; and
5. the most appropriate supply or level of service which can safely and effectively be provided.

**Mental and Nervous Disorders:** Nervous, emotional, and mental disease, illness, syndrome or dysfunction classified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and its successor, as a mental disorder on the date of medical care or treatment is rendered to an Insured Person by a Physician and to the extent that the mental or nervous disorder is a result of a covered Accidental Injury as determined by a Physician.

**Nurse:** A licensed registered nurse (R.N.) or licensed practical nurse (L.P.N.) who:

1. is properly licensed or certified to provide medical care under the laws of the state where the nurse practices;
2. provides medical services which are within the scope of the nurse's license or certificate;
3. is not a Family Member of the Insured Person; and
4. is not a person employed or retained by the Policyholder.

**Outpatient:** Care or treatment received from a Provider to which the Insured Person is not admitted.

**Physical Therapy:** Includes but is not limited to acupuncture, physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, or massage administered by a Provider acting within the scope of their license. Physical Therapy does not include Chiropractic Services.

**Physician Services:** Services provided by a Physician, including expenses for surgery, assistant surgeon, consultations or second opinions, Physician's visits, and anesthesia and its administration.

**Prescription Drug:** A drug which has been determined to be safe and effective by the Food and Drug Administration and which can, under federal or state law, only be dispensed when ordered by a Provider who is duly licensed to prescribe such medication.

**Skilled Nursing Care:** Services that are certified as Medically Necessary by a Physician and are not intermediate, domiciliary, Custodial or retirement care.

**Sound Natural Tooth:** A tooth which can withstand normal chewing forces, and has:

1. normal, healthy periodontium; and
2. adequate healthy dentin; and
3. adequate enamel.

A Sound Natural Tooth includes a natural tooth that has been restored by amalgam (or similar process), crown, inlay or onlay.

**Sub-Acute Facility:** A free-standing facility or part of a Hospital that is certified by Medicare to accept patients in need of rehabilitative and Skilled Care Nursing.

**Reasonable Charge:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred. The most common charge means the lesser of:

1. the actual amount charged by the Provider; or
2. the negotiated rate, if any; or
3. the fee most often charged for in the geographical area where the service was performed.

The Reasonable Charge is determined by comparing charges for similar services to a national database adjusted to the geographical area where the services or procedures are performed, by reference to the [50, 55, 60, 65, 70, 75, 80, 85, 90, 95]th percentile.

[For a Provider who has a reimbursement agreement, the Reasonable Charge is equal to the amount that constitutes payment in full under any reimbursement agreement with Us, either directly or indirectly through a third party. If a Provider accepts as full payment an amount less than the rate negotiated under the reimbursement agreement, the lesser amount will be the maximum Reasonable Charge.]

## ADMINISTRATIVE PROVISIONS

### Premium

The Premium rates, and the method and timing of premium payments, are as agreed upon by the Policyholder and Us. Premiums must be paid to Our Home Office or to one of Our representatives.

[We will not change rates more than once in a [1-12] month period. Such notice will either be delivered or mailed to the Policyholder at the last address on file with Us. A copy of such notice may also be sent to the Policyholder's agent, if any, at his or her last address on file with us. The rate change will become effective on the date stated in the notice or the next Premium due date following the 31<sup>st</sup> day after we mail or deliver the notice, whichever is later.]

### Policy Terminations

This Policy can be terminated at any time by written notice mailed or delivered by Us to the Policyholder or by the Policyholder to Us. Such notice must be provided at least 31 days in advance of the termination date.

[We may not terminate the Policy before its first anniversary, unless the Policyholder does not perform its contractual duties.] [We may terminate coverage any time after the First Policy Term.] If We terminate the Policy, notice will be either mailed or delivered to the Policyholder at the last address on file with Us. A copy of such notice may also be sent to the Policyholder's agent, if any, at his or her last address on file with us. Termination will become effective on the date stated in the notice or the 31<sup>st</sup> day after we mail or deliver the notice, whichever is later.

[The Policyholder may terminate coverage any time after the First Policy Term.] If the Policyholder terminates the Policy, termination will become effective at 12:01 a.m. local time, based on the Policyholder's address, when We receive notice or the date specified in the notice, whichever is later.

[In either event, We will promptly return any unearned Premium paid or the Policyholder will promptly pay any earned Premium which has not been paid.]

### Term of an Insured Person's Coverage

A person's coverage begins on the later of:

1. the Effective Date of the Policy; or
2. the Effective Date of the Participating Organization, if applicable; or
3. when he or she becomes an Eligible Person.

An Insured's coverage ends on the first of these to occur:

1. when he or she is no longer an Eligible Person; or
2. the end of the last day for which Premium has been paid; or
3. the date the Insured dies; or
4. the termination date of the Participating Organization, if applicable; or
5. the termination date of the Policy.

Termination will not affect a Claim which occurs before the coverage ends.

## BENEFIT PROVISIONS

### Maximum Benefit Amounts

The Maximum Benefit Amounts which apply to an Insured Person are shown in the Schedule of Benefits.

### [ACCIDENT MEDICAL EXPENSE] [AND] [CATASTROPHIC ACCIDENT MEDICAL EXPENSE] BENEFIT[S]

If, as a result of an Accidental Injury which occurs while participating in a Covered Activity, an Insured incurs Covered Expenses during the Benefit Period specified in the Schedule of Benefits, we will pay:

1. Covered Expenses Incurred that exceed any applicable Deductible [within the Deductible Incurral Period] specified in the Schedule of Benefits; and
2. as long as the first expense has been Incurred within the Loss Period specified in the Schedule of Benefits; and
3. until the total paid for Covered Expenses Incurred equals any applicable Benefit percentage, Benefit sub-limit, or maximum shown in the Schedule of Benefits; or
4. until the end of the Benefit Period shown in the Schedule of Benefits[, or [for Catastrophic Accident Medical Expense,] if earlier, until the end of any period of [6, 9, 12, 15, 18, 24] months during which less than [\$250, 500, 750, 1,000] of Covered Expenses are Incurred by the Insured Person]; or
5. until Benefits paid equal the Maximum Benefit Amount for the [Accident Medical Expense] [or] [Catastrophic Accident Medical Expense] Benefit[s] shown in the Schedule of Benefits.

Covered Expenses for this Benefit means the Medically Necessary and Reasonable Charges for services, supplies, and treatment provided or prescribed by a Physician for which an Insured Person is required to pay, except as may be limited in the Schedule of Benefits and subject to all applicable conditions, exclusions and limitations.

We will pay Covered Expenses Incurred for dental treatment as a result of Injury to a Sound Natural Tooth. [For dental services, there is often more than one Service that can be used to treat a dental problem. In determining the Benefits, different materials and methods of treatment will be considered. The amount payable will be limited to the Covered Expense for the least costly Service, which meets commonly accepted standards of the American Dental Association. The Insured Person and his or her Provider may decide on a more costly procedure or material than We have determined to be satisfactory for the treatment of the condition. We will pay a Benefit toward the cost of the more expensive procedure or material, but payment will be limited to the Benefits payable for Covered Expenses for the least costly Service. We will not pay the excess amount.]

[If the Insured is admitted to the Hospital immediately following emergency room treatment, such treatment will be considered an Inpatient Hospital Covered Expense.]

[When multiple surgeries are performed through [the same incision] [one or more incisions] [multiple incisions] at the same operative session, We will pay an amount not to exceed [\$2,500 – 10,000] [the Benefit for the most expensive procedure being performed] [the Benefit for the primary or most expensive procedure and 50% of the Benefit otherwise payable for the secondary or less expensive procedure(s)].]

### [ACCIDENTAL DEATH BENEFIT

Payment for any Accidental Death Benefit will be subject to all of the following conditions:

1. The Loss is caused solely by an Accident; and
2. The Loss is not excluded by the terms of the General Exclusions section of this Policy; and
3. The Accident must occur while the Insured Person is participating in a Covered Activity; [and
4. The Loss must occur within [90, 120, 180, 365] days after the date on which the Accident occurred.]

We will pay 100% of the Principal Sum listed in the Schedule of Benefits for this Benefit, subject to all of the terms and limitations of the Policy:

### Definitions for this Accidental Death Benefit

**Loss:** The Accidental loss of life.]

**[ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT**

Payment for any Accidental Death and Specific Loss Benefit will be subject to all of the following conditions:

1. The Loss is caused solely by an Accident; and
2. The Loss is not excluded by the terms of the General Exclusions section of this Policy; and
3. The Accident must occur while the Insured Person is participating in a Covered Activity; [and
4. The Loss must occur within [90, 120, 180, 365] days after the date on which the Accident occurred.]

**Schedule of Losses**

We will pay a percentage of the Principal Sum(s) listed in the Schedule of Benefits for the Benefit as described in the table below, subject to all of the terms and limitations of the Policy:

<u>Nature of Loss</u>	<u>Percentage of Principal Sum</u>
Life .....	100%
Both arms or both legs.....	100%
Both hands and both feet.....	100%
One arm and one leg.....	100%
One hand and one foot.....	100%
Either both hands or both feet.....	100%
Speech and hearing in both ears.....	100%
The sight of both eyes .....	100%
The sight of one eye and either one hand or one foot.....	100%
Either one arm or one leg.....	75%
Either one hand or one foot.....	50%
Speech or hearing in both ears.....	50%
Sight of one eye .....	50%
Hearing in one ear.....	[25, 50]%
Both the thumb and index finger of one hand.....	25%
[Both thumbs .....	25%]
[All four fingers of one hand.....	25%]
[All of the toes of one foot.....	10%]
[One thumb .....	10%]
[One hallux (big toe) .....	10%]
[One finger .....	5%]
[One toe .....	5%]
[Each joint of thumb or hallux .....	5%]
[Each joint of finger or toe.....	1%]

If more than one Loss results from any one Accident, only one amount, the largest, will be paid.

**Definitions for this Accidental Death and Specific Loss Benefit**

**Loss:** Loss of life or a Specific Loss as shown in the Schedule of Losses (above) which is payable under the Policy's terms and Conditions.

**Specific Loss:** Means, with regard to:

1. a natural arm or leg, [the total and irrecoverable loss of its use, provided the loss is continuous for [1, 3, 6, 9, 12, 15, 18, 24, 36] consecutive months and such loss of use is determined to be permanent at the end of such time] [complete severance at or above the elbow or knee joint];
2. a natural hand or foot, [the total and irrecoverable loss of its use, provided the loss is continuous for [1, 6, 9, 12, 15, 18, 24, 36] consecutive months and such loss of use is determined to be permanent at the end of such time] [complete severance at or above the wrist or ankle joint];
3. a natural thumb and fingers, complete severance at or above the metacarpophalangeal joints;
4. [a natural hallux and toes, complete severance at or above the metatarsophalangeal joints;]
5. [a natural joint of a finger or toe, complete severance of a distal, proximal or (if applicable) medial phalanx;]
6. an eye, the complete and irrecoverable loss of sight;
7. speech, the complete and irrecoverable loss of speech;
8. hearing, the complete and irrecoverable loss of hearing of an ear.]

## **[ARTIFICIAL LIMB OR PROSTHETIC DEVICE BENEFIT**

If an Insured Person sustains a dismemberment Loss payable under the Accidental Death and Specific Loss Benefit, We will reimburse the Insured for expenses incurred if the Insured Person requires an Artificial Limb or Prosthetic Device, subject to the following conditions:

1. Reimbursement will be the lesser of the actual expenses incurred or the Maximum Benefit Amount shown in the Schedule of Benefits for each covered Loss specified therein.
2. [Reimbursement for all expenses incurred by the Insured Person will not exceed the total Maximum Lifetime Benefit, shown in the Schedule of Benefits for this Benefit.]
3. The Artificial Limb or Prosthetic Device must be required based on the recommendation of a Physician.
4. Satisfactory Proof of the actual expense will be required at the time of Claim.
5. Any expenses incurred more than [1, 2, 3, 4, 5 years], or for which Proof is received more than [1, 2, 3, 4, 5] years plus [60, 90, 120, 180, 365] days following the date of Accidental Injury will not be eligible for reimbursement.

The Benefit will be paid in a lump sum to the Insured Person.

### **Definition for this Artificial Limb or Prosthetic Device Benefit:**

**Artificial Limb or Prosthetic Device:** A device worn on or in the human body to artificially replace a missing portion of the body. In the event of a covered Loss for an eye, Prosthetic Device means a device for replacement of the entire eye.]

## **[COMMON CARRIER ACCIDENT BENEFIT**

If the Insured Person sustains an Accidental Injury while participating in a Covered Activity which results in a Loss payable under the Accidental Death [and Specific Loss] Benefit, We will pay an additional Benefit equal to a percentage (as shown in the Schedule of Benefits as the Benefit Percentage) of the amount otherwise payable for the covered Loss, if the Insured's Injury is sustained:

1. while the Insured is boarding, riding, or exiting as a fare-paying passenger in a Common Carrier ; or
2. as a direct result of the burning of the hotel, theater, school or government building within which the Insured is present at the time the fire begins.

### **Definition for this Common Carrier Accident Benefit**

**Common Carrier:** A government licensed and regulated entity that is in the business of transporting fare paying passengers. The term Common Carrier does not include:

- privately arranged transportation; or
- taxis; or
- limousines.]

## **[EXPOSURE AND DISAPPEARANCE BENEFIT**

### **Exposure**

If the Insured Person is unavoidably exposed to the natural elements solely as the result of an Accident that occurs while participating in a Covered Activity, and as a direct result of such exposure the Insured suffers a Loss for which Benefits would otherwise be payable under the Accidental Death [and Specific Loss] Benefit, such Loss will be deemed to be a result of the Accidental Injury, and Accidental Death [and Specific Loss] Benefit will be payable.

### **Disappearance**

If, as a result of the Accidental destruction, sinking or disappearance of a conveyance in which the Insured is riding while participating in a Covered Activity, and the Insured's body is not found within one year after the date of the covered Accident, then it will be presumed that there was Loss of life due to Accidental Injury, and the Accidental Death Benefit will be payable.

We will only presume an Insured to be dead if there is no evidence to the contrary and supporting documentation from the appropriate court is provided to Us.

If the Insured is later found alive after We have paid a Benefit under this Benefit provision, the Beneficiary must repay the Disappearance Benefit to Us.

If the Insured is later found dead after We have paid a Benefit under this Benefit provision, any Accidental Death Benefit that becomes payable under the Policy as a result of the death will be reduced by the amount paid under this Benefit for Exposure and Disappearance.]

### **[FELONIOUS ASSAULT BENEFIT**

If an Accidental Injury, which results in a Loss payable under the Accidental Death [and Specific Loss] Benefit, is the result of a Felonious Assault inflicted upon the Insured, We will pay an additional amount equal to a percentage (as shown in the Schedule of Benefits as the Benefit Percentage) of the amount otherwise payable for the covered Loss [up to the Maximum Benefit Amount shown in the Schedule of Benefits], subject to all of the terms and limitations of the Policy and all of the following conditions:

1. The Felonious Assault must not be either a moving violation as defined under the applicable state motor vehicle laws or an act of a Family Member [or another Insured]; and
2. A report of the criminal activity is required to have been filed with the appropriate law enforcement authority within 48 hours of the incident. A certified copy of this report must accompany the Claim for Benefits. The criminal and civil codes where the Felonious Assault or attempt was perpetrated shall be the basis for interpretation of the terms used in this paragraph.

### **Definitions for this Felonious Assault Benefit**

**Felonious Assault:** A physical attack by another person resulting in bodily harm. A physical attack is any willful or unlawful use of force or violence with the intent to cause bodily Injury. The physical attack must be considered a felony or misdemeanor in the jurisdiction in which it occurs.]

### **[REPATRIATION BENEFIT**

If an Insured Person sustains Accidental Loss of life [more than [60-200] miles from the Insured's normal place of Residence] [outside of his/her Home Country] for which Benefits are payable under the Accidental Death [and Specific Loss] Benefit, We will reimburse expenses incurred for the transportation of the body of the deceased person, subject to all of the terms and limitations of the Policy and all of the following conditions:

1. Reimbursement for all expenses under this Benefit will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.
2. Eligible expenses will include transportation of the body, and charges directly related to the preparation of the body for such transportation;
3. Transportation of the body will be to the first resting place (including, but not limited to, a funeral home or the place of interment) in proximity to the normal place of Residence of the deceased;
4. Satisfactory Proof of the actual expenses will be required at the time of Claim.

The Benefit will be paid to the Insured Person's Beneficiary, as determined in accordance with the Claim Provisions of the Policy.

### **Definition for this Repatriation Benefit**

**[Home Country:** The country where an Insured Person [has his or her true, fixed and permanent Residence] [holds a current and valid passport].]

**Residence:** The property on which the Insured Person dwells.]

## **[SEAT BELT [AND AIR BAG] BENEFIT**

If an Insured Person sustains Accidental Loss of life and Benefits are payable under the Accidental Death [and Specific Loss] Benefit, We will pay an additional amount equal to the Maximum Benefit Amount shown in the Schedule of Benefits for this Benefit; provided that at the time of the Covered Activity involved, the Insured was using a properly fastened Seat Belt while operating or riding as a passenger in an Automobile [and the Automobile was equipped with Air Bag(s)], subject to all of the terms and limitations of the Policy and all of the following conditions:

1. Satisfactory Proof that the Insured Person's death resulted from an Automobile Accident independent of all other causes, and that the Insured was wearing a seat belt at the time of the Accident must be received at the time of Claim. [Proof that the Automobile was equipped with Air Bags and that the Air Bag properly inflated upon impact may also be required.]
2. [No payment will be made for an Air Bag Benefit if at the time of the Accident the Insured was not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.]
3. A copy of the police accident report must be submitted with the Claim. The report must certify the position of the Seat Belt.
4. No payment will be made for the Seat Belt [or Air Bag] Benefit for any Insured Person who is driving or riding as a passenger if:
  - a. The driver or operator of the Automobile is intoxicated according to the laws of the jurisdiction where the Accident occurred; and
  - b. The use of any intoxicant or drug by the driver or operator [or any passenger] of the Automobile is determined to be a contributing cause of the Accident, whether or not the intoxicant or drug was prescribed by a Physician.

The Benefit will be paid in a lump sum to the Insured Person's Beneficiary, as determined in accordance with the Claim Provisions of the Policy.

### **Definitions for this Seat Belt [and Air Bag] Benefit**

**[Air Bag:** An inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death. An air bag, without proper use of a lap and shoulder belt, is not considered a passive restraint device under this Benefit.]

**Automobile:** A motor vehicle licensed for use on public highways which is a self-propelled passenger vehicle that has four wheels and is not being used as a Common Carrier. It may include electric passenger vehicles, hybrids, pick-up trucks, vans, motor homes or sport utility vehicles. It excludes all other motorized vehicles. [The automobile must be a privately owned vehicle.]

**Common Carrier:** A government licensed and regulated entity that is in the business of transporting fare-paying passengers.

**Seat Belt:** A factory, manufacturer, or government authorized dealer properly installed seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration.]

## **[SURGICAL REATTACHMENT BENEFIT**

[If an Insured Person sustains a dismemberment Loss payable under the Accidental Death and Specific Loss Benefit and the severed part is surgically reattached, We will pay the Maximum Benefit Amount shown in the Schedule of Benefits.]

[If an Insured Person sustains a dismemberment Loss payable under the Accidental Death and Specific Loss Benefit, We will reimburse for Reasonable Charges incurred to surgically reattach the severed body part, up to a percentage (as shown in the Schedule of Benefits as the Benefit Percentage) of the amount otherwise payable for the covered Loss as shown in the Schedule of Losses.]

The balance of the amount that would otherwise have been payable under the Accidental Death and Specific Loss Benefit will be paid if after 365 days the reattachment has failed to the extent that Loss of Use then exists.

Satisfactory Proof of the Accidental Injury and surgical reattachment will be required at the time of Claim.

The Benefit will be paid in a lump sum to the Insured Person.

### **Definition for this Surgical Reattachment Benefit**

**Loss of Use:** The total and irrecoverable loss of functional, normal, or characteristic use of the surgically reattached part.]

## EXCLUSIONS

**General Exclusions** The following exclusions apply to any and all Benefits and any applicable Riders, unless otherwise specifically referenced.

We will not pay Benefits for:

1. An Injury or Loss that is:
  - a. caused by war or any act of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of military nature (which does not include acts of terrorism);
  - b. caused while the Insured is serving full-time active duty (more than 31 days) in any Armed Forces;
  - c. caused by participating in a riot or violent disorder;
  - d. the result of an Insured's taking part in committing or attempting to commit a felony, or engaging in any unlawful act or illegal occupation, or committing or provoking an unlawful act;
  - e. the result of the Insured being under the influence of any drug, narcotic, intoxicant or chemical (unless prescribed by a Physician and taken according to the Physician's instructions) as defined by the law of the jurisdiction in which the Accidental Injury occurred. [Conviction is not necessary for determination of being "under the influence."]; or
  - f. intentionally self-inflicted, including suicide or attempt thereof, while sane or insane.
2. An Injury or Loss that is the result of travel or flight (including getting in or out, on or off) in any aircraft except solely as a fare-paying passenger in a commercial aircraft, [or as a passenger in a Policyholder [owned] [leased] [chartered] [or] [operated] aircraft,] provided such aircraft has a valid and current airworthiness certificate and is operated by a duly licensed or certified pilot, and while such aircraft is being used for the sole purpose of transportation and such travel is listed as a Covered Activity in the Schedule of Benefits.
3. [Any Accident where the Insured is the operator and does not possess a current and valid motor vehicle operator's license (except in a Driver's Education Program)].
4. [An Accident that occurs while:
  - a. [participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;]
  - b. [riding, driving, or testing a motorized vehicle used in a race or speed contest, sport, exhibition work or test driving. Motorized Vehicle for purposes of this provision means any self-propelled vehicle or conveyance, including [but not limited to] automobiles, trucks, motorcycles, ATV's, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. Motorized Vehicle does not include a Medically Necessary motorized wheelchair,]unless such activity is specifically listed as a Covered Activity in the Schedule of Benefits.]
5. Medical or surgical treatment, diagnostic or preventative care of any Sickness, except for treatment of pyogenic infection that results from an Accidental Injury [or a bacterial infection that results from the Accidental ingestion of contaminated substances].
6. Any Heart or Circulatory Malfunction, whether or not known or diagnosed, except as may be otherwise covered under the Policy or unless the immediate cause of such malfunction is external trauma.

**[Additional exclusions for the [Accident Medical Expense] [and] [Catastrophic Accident Medical Expense] Benefit and any applicable Riders**

We will not pay Benefits for:

1. Expenses Incurred for services or treatment rendered by a Physician, Nurse or any other Provider who is:
  - a. employed or retained by the Policyholder, or its subsidiaries or affiliates;
  - b. the Insured, or the Insured's Family Member.
2. Expenses Incurred for charges which the Insured would not have to pay if he/she did not have insurance or for which no charge is made.
3. Expenses Incurred for charges which are in excess of Reasonable Charges.
4. Expenses Incurred for any condition covered by any Workers' Compensation Act, Occupational Disease law or similar law.
5. That part of medical expenses payable by any automobile insurance Policy without regard to fault.
6. Expenses Incurred for any treatment that is considered to be experimental by the American Medical Association (AMA) or the American Dental Association (ADA).
7. Expenses Incurred for the examination, prescription, purchase, or fitting of eyeglasses, contact lenses, or hearing aids, unless Injury has caused impairment of sight or hearing or unless repair or replacement of existing eye glasses, contact lenses or hearing aids is necessary as a result of a covered Injury.
8. Expenses Incurred for new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, expect for repair or replacement as a result of Injury up to the Dental Maximum shown in the Schedule of Benefits, if applicable.
9. Expenses Incurred for personal comfort or convenience items including, but not limited to, Hospital telephone charges, television rentals, or guest meals.
10. Expenses Incurred for or in connection with Custodial Care, unless otherwise specified in the Schedule of Benefits.
11. Expenses Incurred for supervision of an anesthetist.
12. Expenses Incurred for Durable Medical Equipment rental in excess of the purchase price.
13. [Expenses Incurred for subsequent repairs and replacement of [prosthetic devices] [and] [orthopedic braces and appliances].]

## [SUBROGATION AND RECOVERY RIGHTS]

We shall be subrogated to all rights of recovery which any Insured Person has against any Third Party to the extent of payments for Benefits made by Us to or for benefit of an Insured Person. The Insured Person shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to Us.

### **Right of Recovery**

If the amount of the payment made by Us is more than We should have paid under this Policy, We may recover the excess from one or more of: (a) The person We have paid; (b) The person for whom We have paid; (c) Insurance companies or any other plan; or (d) other organization. The amount of the payments made includes the reasonable cash value of any Benefit provided in the form of services.

### **Right to Subrogation**

If the Insured suffers an Injury through the act or omission of a Third Party, and if Benefits are paid under this Policy due to such Injury, then We will be entitled to a refund of all Benefits We have paid from such recovery, as permitted by law. The refund of Benefits shall be allowable to the extent the Insured recovers or may recover for the same Injury from another plan, including a Third Party or its insurer. Further, We have the right to offset subsequent Benefits payable to the Insured under the Policy against such recovery.

Upon our request, the Insured must complete the required forms and return them to Us or to Our administrator. The Insured must notify Us of any pending or contemplated claims against any Third Party. The Insured must cooperate fully with Us in asserting a right to recover. The Insured will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Insured from any Third Party. If it is necessary for Us to institute legal action against the Insured for failure to repay Us, the Insured will be personally liable for all costs of collection, including reasonable attorney's fees.

We may file a lien in an Insured's action against the Third Party and have a lien upon any recovery that the Insured receives whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. We shall have the right to recovery of the full amount of Benefits paid under the Policy for the Injury and that amount shall be deducted first from any recovery made by the Insured. We will not be responsible for the Insured's attorney's fees or other costs.

### **Right to Reimbursement**

If Benefits are paid under this plan and any person recovers from a Third Party by settlement, judgment or by operation of primary Coverage, We have a right to recover from that person an amount equal to the amount We paid. However, We will reimburse the Insured Person for any charges on a pro-rata basis for any expense incurred in securing the settlement, judgment or otherwise.

### **Limitation to Our Recovery Rights**

We may exercise Our Right to Subrogation against Third Parties unless We are precluded from enforcing such right where a responsible Third Party has extinguished its liability or has been relieved of liability by contract or operation of law. If We are precluded from exercising Our Right to Subrogation, We may exercise our Right to Reimbursement.

We, in exercising Our Right to Subrogation, will not seek to recover more than We paid under this plan. We, in exercising Our Right to Reimbursement, will not seek to recover more than the amount recovered from a Third Party.

### **Definitions for this Subrogation and Recovery Rights Provision**

**Third Party(ies):** Any person, firm, or corporation other than the Insured Person [or the Policyholder]. [The Policyholder will be considered a Third Party only if the Policyholder's gross negligence has or may have caused, contributed to or aggravated the Injury or condition for which the Insured claims an entitlement to Policy Benefits.]]

## CLAIM PROVISIONS

### Notice of Claim

Written Notice of Claim must be given to Us or Our authorized representative within [20, 30, 31, 60, 90, 120] days after a covered Loss starts, or as soon thereafter as is reasonably possible. Failure to provide notice within the required time period will not reduce or invalidate the claim if it was not reasonably possible to give such notice and the notice was given as soon as reasonably possible. Notice should include: (1) the Policy number; (2) the Policyholder's name and address; (3) the Covered Group's name and address; (4) the Insured's name and address; and (5) the Claimant's name and address.

### Claim Forms

Claim forms are provided at the time the Policy is issued. Additional Claim forms will be sent to the name and address requested within 15 calendar days after a written notice of Claim is received by Our Home Office or one of Our representatives. If not, the Proof of loss requirements can be met without using Our forms. Simply send a written statement indicating the date of the Injury as well as the nature and extent of the loss to Our Home Office or to one of Our representatives. Proof of loss must be sent within the time limits stated in the next paragraph.

### Proof of Loss

Written Proof of loss must be sent to Our Home Office or to one of Our representatives within [30, 31, 45, 60, 90, 120, 150, 180, 365] days after: (1) the end of any period of Inpatient Confinement for which Claim is made; or (2) the date of Loss on any other Claim. Failure to furnish the proof of loss within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the proof within the required time, if the proof is furnished as soon as reasonably possible. When We receive notice of Claim that does not contain all necessary information or is not on an appropriate Claim form, forms for filing Proof of Loss will be sent to the Claimant along with a request for the missing information. We retain the right to make subsequent requests for Proof of loss if required to accurately evaluate and process the Claim. Failure of a Claimant to cooperate with Us in the administration of a Claim may result in the termination of a Claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether Benefits are payable or the actual amount due.

### Payment of a Claim

**{Use if Accidental Death or Accidental Death & Specific Loss benefits are provided}**

[We will pay Loss of life Benefits to the Insured's Beneficiary on file with Us at time of payment. If more than one Beneficiary is shown, We will pay the applicable percentage specified to each. If no amount and/or percentage are specified, We will divide the death Benefits equally among those Beneficiaries living at the time of the Insured's death. We are not responsible for the validity of a Beneficiary designation or change. If there are no such Beneficiaries on file, or if none are living at the time of the Insured's death, We will pay the death Benefits to: (1) the Insured's estate; or (2) at Our option, to one or more of the first surviving class of the following classes of successive preference Beneficiaries — the Insured's surviving: (a) spouse; (b) children; (c) parents; or (d) brothers and sisters, equally.

All other Benefits that are not assigned will be paid to the Insured if living; otherwise, at Our option, to those as shown in the paragraph immediately above.

If payment is to be made to: (1) an Insured's estate; or (2) to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay up to \$[500, 1,000, 1,500, 2,000, \$3,000] to the Insured's parent or legal guardian, to a person supporting the Insured, or to any relative by blood or by marriage of either the Insured or his or her Beneficiary whom We consider to be entitled to the payment.]

**{Use if no Accidental Death or Accidental Death & Specific Loss benefits are provided}**

[Benefits will be payable to the Insured or the medical services Provider if We have received a valid assignment by the Insured.]

**{always included}**

Subject to any written direction of the Insured, or of the legal or natural guardian of the Insured if the Insured is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by the Policy as a result of medical, surgical, dental, Hospital or nursing service may, at Our option, and unless We are requested in writing not later than the time for filing Proofs of Loss, be paid directly to the Hospital or person rendering such services. If payment is made to the Insured, in no event will pay any amount greater than the amount actually paid by the Insured.

It is not required that a service be furnished by a specific Provider. Payments made by Us in good faith satisfy Our legal duty to the extent of the payment. All payments made by Us will be made in United States dollars.

**Time of Payment**

After receiving proper written Proof of loss, We will pay the periodic Benefits due, no less often than monthly (unless otherwise stated in the Policy), while the loss and our liability continue. When Our liability ends, We will pay any balance still due after We receive the proper written Proof of loss. Benefits for other losses (including Covered Expenses) will be paid within 30 days after We receive proper written Proof of loss, or sooner if required by state law. If We fail to pay the benefit due within this time period, any applicable interest will accrue at the interest rate required by the state.

**Assignment**

We are not bound by an assignment of Benefits until We or one of Our representatives receives it in writing from the Insured (Insured's parent, if a minor) or his or her legal guardian. We are not responsible for its validity.

**Physical Examination and Autopsy**

We reserve the rights to have a Physician of Our choice examine the Insured whose condition is the basis of a Claim. This may be done as often as reasonably necessary while a Claim is pending or while We are paying Benefits. We may also require an autopsy, unless forbidden by law. These will be at Our expense.

**Free Choice of Physician**

The Insured has a free choice of a Physician, Hospital, or other eligible Provider. The Physician-patient relationship will be maintained.

**[Common Accident**

If the Insured and his or her Beneficiary die from the same Accident without enough evidence that both died other than at the same time, the Insured's Benefits will be paid as if he or she died last.]

**Legal Action**

No action at law or in equity to recover under the Policy may be brought against Us before 60 days after the time written Proof of loss has been sent as required by the Policy. No such action may be brought more than [3, 5, 6] years after the time written Proof of loss is required to be sent or after the expiration of the applicable statute of limitations, whichever is greater.

**Recovery of Overpayment**

Payments made by Us which exceed the appropriate amounts payable are recoverable by Us from or among any persons or other entities to whom such payments were made.

## GENERAL PROVISIONS

### **Agency**

The Policyholder and any administrator appointed by the Policyholder shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

### **Changes in Policy**

The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our Executive Vice President or Our Corporate Secretary. Any changes will be made without the consent of, or notice to, any Insured Person. No agent has authority to contract directly with Us for this Policy or to change, alter or amend any of its terms or provisions in any way.

### **Clerical Error**

Any clerical error by the Policyholder or Us in keeping relevant records, or a delay in making any entry, will not void any insurance otherwise validly in force or continue insurance otherwise validly terminated. When a clerical error or delay is found, Premiums and Benefits will be adjusted based on the true facts and the provisions of the Policy.

### **Conformity with State Laws**

The insurance laws of some states require that certain Policy provisions comply with the law of the state for all permanent residents of the state. Any Policy provision herein which does not conform with such law is hereby modified to the minimum extent necessary to satisfy legal requirements. However, any such provision is modified only for an Insured Person who is a permanent resident of the state at the time Covered Expenses are actually incurred as defined herein.

### **Entire Contract**

The entire contract consists of:

1. this Policy; and
2. the Certificate, if applicable; and
3. any Riders, Endorsements and Amendments, if any, adding or changing the provisions of the Policy or applicable Certificate; and
4. the Application of the Policyholder and Participating Organization, if applicable.

All statements made in the Application, in the absence of fraud, are representations and not warranties. No statement made by the Policyholder or an Insured Person under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to the Policyholder.

### **Incontestability**

[Except for material fraudulent misstatements,] this Policy will be incontestable, except for non-payment of Premium, after it has been in force for two years.

### **Individual Certificates**

When the law requires it, we will make a Certificate available to each Insured Person under this Policy. Certificates will state the insurance protection to which a Insured Person is entitled and to whom the Benefits are payable.

### **New Entrants**

New persons to the groups or classes eligible for insurance must be added to the groups or classes for which they are eligible.

### **Non-Participating**

This Policy is non-participating. This means that it does not share in Our surplus earnings.

### **Nonduplication of Benefits**

If any item of expense is payable under more than one provision of the Policy, payment will be made only under the provision providing the greater Benefit.

### **Policyholder Required Information**

Certain facts are needed to administer the Policy. We have the right to decide which facts We need. The Policyholder is required to comply with any reasonable request for information which We deem necessary to administer the Policy. We have the right to inspect any records of the Policyholder that have a bearing on the insurance or Premium under the Policy.

### **Workers' Compensation Not Affected**

The Policy does not replace or change any requirement for coverage under Workers' Compensation insurance.



{the following table only applicable to the extent that benefit sub-limits apply}

[Note: This Benefit is subject to the Exclusions and other provisions of the Policy. In addition, the following limitations apply. [Benefits for Covered Expenses shown below are subject to the Maximum Benefit Amount, Deductible, [Deductible Incurral Period,] Benefit Percentage, Loss Period, and Benefit Period shown above, unless otherwise specified.] [Benefits sub-limits shown below are per Insured Person per Injury, unless otherwise specified.]	
Covered Expenses:	Benefit Sub-Limits:
[Inpatient Hospital Services	
[Room & Board – Semi-Private or Private	[Maximum \$[100-2,000] per day] [[50-100]% of average semi-private room rate] [up to a maximum of 30 days]]
[Room & Board – Intensive Care or Critical Care Units	[Up to 2 times the average semi-private room rate] [up to a maximum of 30 days]] [[50-100]% of R&C]]
[Hospital Miscellaneous Expense (including general nursing care)	[Maximum \$[100-300] per day] [up to] \$[1,000-5,000]]]]
[Outpatient Hospital Services	
[Room & Board (less than 24 hour stay)	Maximum \$[50-500]]
[Hospital Miscellaneous Expense	Maximum \$[50-500]]
[Emergency Room Services	[Maximum \$[50-500]] [if rendered within 72 hours of Injury]]
[Physician Services	
[Physician Non-Surgical Services	Maximum \$[10-50] per visit [up to [10-20] visits]]
[Physician Surgical Services, Inpatient or Outpatient	[Maximum \$[50-5,000]] [[50-100]% of R&C] [(limited to primary procedure per surgery)]]
[Assistant Surgeon	[25, 30]% of Physician Surgical Maximum]
[Anesthetist Services	[Maximum \$[50-2,000]] [[50-100]% of R&C] [[12.5, 25, 30]% of Physician Surgical Maximum]]
[Physician, Emergency Room	Maximum \$[800-1,000]]
[X-Ray and Diagnostic Imaging Services	Maximum \$[25 – 1,000] for [Inpatient or] Outpatient]
[Laboratory Services	Maximum \$[25 – 1,000] for [Inpatient or] Outpatient]
[Combined X-Ray, Diagnostic Imaging and Laboratory Services	Maximum \$[25 – 1,000] for [Inpatient or] Outpatient]
[Ground Ambulance Services	Maximum \$[75-5,000]]
[Air Ambulance Services	Maximum \$[500-5,000]]
[Combined Ground and Air Ambulance Services	Maximum \$[75-5,000]]
[Durable Medical Equipment	[Maximum \$[100-2,500]]] [post-surgical only] [including Orthopedic Braces and Appliances]
[Orthopedic Braces and Appliances	Maximum \$[100-2,500] [per brace or appliance]]
[Prosthetic Devices	Maximum \$[100-2,500]]
[Dental Services	Maximum [[50-250] per tooth] [up to] [\$100-25,000] [per Policy Term]
[Outpatient Physical [Occupational] [and] [Speech] Therapy	[Maximum \$[20-500] per visit] [limited to one visit per day] [for a maximum of [5-25] visits] [up to a] [maximum of \$[100-250,000]] [per [calendar year, Policy Term] [including Chiropractic Services]]
[Chiropractic Services	[Maximum \$[20-500] per visit] [limited to one visit per day] [for a maximum of [5-25] visits] [up to a] [maximum of \$[100-250,000]] [per [calendar year, Policy Term]]
[Inpatient Rehabilitative Services, including Skilled Nursing and Sub-Acute Facility Care	Provided such care commences within [2-10] days of a Hospital Confinement of [5-10] days or more]
[Prescription Drugs	Maximum \$50-5,000]]
[Home Health Care	Maximum \$[20-100] per visit [for a maximum of

	[5-50] visits] [up to a] [maximum of \$[100-5,000] [per [calendar year, Policy Term]]]
<b>[Expenses for the following are not covered:</b>	[Orthopedic Braces and Appliances], [Prosthetic Devices], [Ground Ambulance Services], [Air Ambulance Services], [Mental and Nervous Disorders], [Prescription Drugs], [Home Health Care]]]

<b>[CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFIT</b>	<b>Class [1] [2] [3]</b>
Maximum Benefit Amount:	[\$25,000 to 15,000,000] per Insured per [Policy Term, Injury, Lifetime]
Deductible:	[\$15,000 to 75,000] per Insured per [Policy Term, Injury]
Deductible Incurral Period:	[1, 2, 3, 4, 5] years
Benefit Percentage:	[[50-100]% of R&C] or [[50-100]% of R&C up to \$[50,000-5,000,000], then [80-100]%]
Loss Period:	[30, 60, 90, 120, 180, 365] days
Benefit Period:	[[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]

{the following table only applicable to the extent that benefit sub-limits apply}

[Note: This Benefit is subject to the Exclusions and other provisions of the Policy. In addition, the following limitations apply. [Benefits for Covered Expenses shown below are subject to the Maximum Benefit Amount, Deductible, [Deductible Incurral Period,] Benefit Percentage, Loss Period, and Benefit Period shown above, unless otherwise specified.] [Benefits sub-limits shown below are per Insured Person per Injury, unless otherwise specified.]	
<b>Covered Expenses:</b>	<b>Benefit Sub-Limits:</b>
[Inpatient Hospital Services	
[Room & Board – Semi-Private or Private	[Maximum \$[100-2,000] per day] [[50-100]% of average semi-private room rate] [up to a maximum of 30 days]]
[Room & Board – Intensive Care or Critical Care Units	[Up to 2 times the average semi-private room rate] [up to a maximum of 30 days]] [[50-100]% of R&C]]
[Air Ambulance Services	Maximum \$[500-5,000]]
[Prosthetic Devices	Maximum [\$50,000-100,000] <i>or</i> [\$100,000 during the first 2 years after a Covered Accident and \$100,000 (\$200,000 if amputation of the leg is above the knee) for each consecutive 10 year period immediately thereafter] [up to a lifetime maximum of \$500,000 (\$750,000 if amputation of the leg is above the knee)]]
[Outpatient Physical [Occupational] [and] [Speech] Therapy	[Maximum \$[20-500] per visit] [limited to one visit per day] [up to a] [maximum of \$[10,000-250,000]] [per [calendar year, Policy Term] [including Chiropractic Services]]
[Chiropractic Services	[Maximum \$[20-500] per visit] [limited to one visit per day] [up to a] [maximum of \$[10,000-250,000]] [per [calendar year, Policy Term]]]
[Inpatient Rehabilitation Services, including Skilled Nursing and Sub-Acute Facility Care	Maximum \$[250,000-500,000] [(limited to one visit per day)]]
[Mental/Nervous Disorders	
[Physician Fees	Maximum \$[50-90] per visit, limited to one visit per day, for a maximum of [30-60] visits]
[Inpatient Hospital	Maximum up to [40, 45, 50] days]]
[Prescription Drugs	Maximum \$1,000 - 10,000]]
[Home Health Care Services	Maximum \$[100,000-250,000]]
[Custodial Care Services	Maximum \$[100,000-250,000]]
[Combined Home Health Care and Custodial Services	Maximum \$[100,000-250,000]]
<b>[Expenses for the following are not covered:</b>	[Air Ambulance Services], [Prescription Drugs]]]

<b>[ACCIDENTAL DEATH [AND SPECIFIC LOSS] BENEFIT</b>	<b>Class [1] [2] [3]</b>
[Aggregate Limit of Liability:	[\$25,000 to \$25,000,000] or [5-10] times the Principal Sum]]
Accidental Death Principal Sum:	[\$1,000 to 5,000,000]
[Specific Loss Principal Sum:	[\$1,000 to 5,000,000]
See the Specific Loss Benefit Provision in the Policy for any applicable benefit reduction in the Principal Sum.]]	

<b>[ARTIFICIAL LIMB OR PROSTHETIC DEVICE BENEFIT</b>	<b>Class [1] [2] [3]</b>
[Lifetime Maximum Benefit:	[\$50,000-100,000]]
Maximum Benefit Amount (for each covered Loss):	
One arm or hand:	[\$10,000-20,000]
One leg or foot:	[\$5,000-10,000]
One or both eyes:	[\$2,000-4,000]
Both arms or hands:	[\$15,000-40,000]
Both legs or feet:	[\$8,000-20,000]]

<b>[COMMON CARRIER BENEFIT</b>	<b>Class [1] [2] [3]</b>
Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100, 125, 150, 175, 200]% of the amount otherwise payable for the covered Loss]

<b>[FELONIOUS ASSAULT BENEFIT</b>	<b>Class [1] [2] [3]</b>
Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100]% of the amount otherwise payable for the covered Loss]
[Maximum Benefit Amount:	[\$1,000-200,000] per [Injury] [Lifetime]]]

<b>[REPATRIATION BENEFIT</b>	<b>Class [1] [2] [3]</b>
Maximum Benefit Amount:	[\$1,000-200,000] per [Injury] [Lifetime]]]

<b>[SEAT BELT [AND AIR BAG] BENEFIT</b>	
Seat Belt Maximum Benefit Amount:	[[5-50]% of the Accidental Death Principal Sum] [up to] [\$500 – 500,000]
[Air Bag Maximum Benefit Amount:	[[5-50]% of the Accidental Death Principal Sum] [up to] [\$500 – 500,000]]]

<b>[SURGICAL REATTACHMENT BENEFIT</b>	<b>Class [1] [2] [3]</b>
[Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100]% of the amount otherwise payable for the covered Loss]
[Maximum Benefit Amount:	[\$1,000-200,000] per [Injury] [Lifetime]]]

**[RIDERS ATTACHED AT ISSUANCE:**

Riders attached to this Policy will provide the coverage described in the Rider at the benefit levels shown in the Rider.

[Adjustment Expense Benefit Rider	{insert final form #}}
[Amendment Rider	{insert final form #}}
[Ancillary Illness or Injury Expense Benefit Rider	{insert final form #}}
[Catastrophe Cash Benefit Rider	{insert final form #}}
[College Education Benefit Rider	{insert final form #}}
[Coma Benefit Rider	{insert final form #}}
[Crisis Management Benefit Rider	{insert final form #}}
[Disability Benefit Rider	{insert final form #}}
[Emergency Medical Evacuation [with Family Travel] Benefit Rider	{insert final form #}}
[Emergency Room Benefit Rider	{insert final form #}}
[Excess Benefit Rider	{insert final form #}}
[Paralysis Benefit Rider	{insert final form #}}
[Permanent Total Disability Benefit Rider	{insert final form #}}

**Form Number:**

[Severe Burn Benefit Rider  
[Sickness Medical Expense Benefit Rider  
[Special Expense Benefit Rider  
[Vocational Rehabilitation Benefit Rider

{insert final form #}  
{insert final form #}  
{insert final form #}  
{insert final form #}}

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### ADJUSTMENT EXPENSE BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Lifetime Benefit:**            \$[30,000 -100,000]  
**Benefit Period:**                        [[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]

If an Insured Person suffers an Accidental Injury resulting in Total Disability and for which a Benefit becomes payable under the Catastrophic Accident Medical Expense Benefit, We will reimburse the Insured for expenses Incurred, subject to the Maximum Lifetime Benefit shown above, for:

1. training of Family Members of the Insured to perform rehabilitative or custodial functions necessary to care for the Insured, not to exceed \$[2,500-5,000] and rendered during the Benefit Period specified above.
2. travel of the Insured Person's Family Members between their home and the Hospital or rehabilitation facility providing treatment to the Insured, not to exceed \$[2,000-6,000] for each Family Member and provided such travel occurs within the Benefit Period specified above. Family travel is limited to travel by not more than two members of the Insured's Family Members at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service.
3. [Medically Necessary Family Counseling for the Family Members of the Insured Person, limited to one (1) visit per week with a maximum of twenty (20) visits per Family Member, not to exceed \$[50-90] per visit, and rendered during the Benefit Period specified above.]
4. lost earnings by the Insured Person's spouse, or parent/legal guardian if the Insured Person is not married, due to, and in connection with, a Covered Accident. Lost earnings will be limited to 75% of gross lost earnings of the spouse or one parent/guardian only, not to exceed \$[200-1,000] per week for a maximum of [13, 26] weeks during the Benefit Period specified above. Gross earnings will be determined based on the average monthly gross earnings, excluding bonuses and overtime, for the twelve (12)-month period immediately preceding the date of the Covered Accident.

The Insured must provide Us Proof that he or she is Totally Disabled. Initial Proof must be provided no later than 12 months after the date the Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense. We will not require such an examination more than once a year after two years of Total Disability.

Benefits will end on the first of these to occur:

1. The death of the Insured; or
2. The date Total Disability ends; or
3. The date the amount paid under this Benefit exceeds the Maximum Lifetime Benefit; or
4. The Insured fails to provide Us Proof that he or she continues to be Totally Disabled.

### Definitions for this Adjustment Expense Benefit Rider

**Family Counseling:** Treatment of emotional disorder of the Insured Person's Immediate Family.

**[Regular Job:** Either:

1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.]

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

**Signed for Nationwide Life Insurance Company**



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY  
Columbus, Ohio

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### AMENDMENT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents [or Sicknesses] that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

[POLICY CHANGE –

Change of Policyholder(s) name(s)

Change of address

Addition of coverage or rider

Deletion of coverage or rider

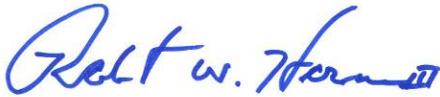
Schedule of Benefit Amendment

New Policy Term

Administrative, Claim or Benefit Provision amendment

Addition or deletion of approved variable exclusion]

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

<b>Maximum Lifetime Benefit:</b>	[\$50,000 - 150,000]
<b>Deductible (per calendar year per Ancillary Illness or Injury):</b>	[\$2,000 - 5,000]
<b>Benefit Period:</b>	[[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]

If an Insured Person suffers an Accidental Injury resulting in Total Disability and for which a Benefit becomes payable under the Catastrophic Accident Medical Expense Benefit, We will reimburse the Insured for the Reasonable and Customary Charges Incurred for Medically Necessary medical and dental treatment:

1. after the Deductible for this Benefit is satisfied, shown above; and
2. in connection with an Ancillary Illness or Injury while the Insured is Totally Disabled; and
3. within the Benefit Period shown above; and
4. not to exceed the Maximum Lifetime Benefit for all such Ancillary Illnesses and Injuries, shown above.

The Insured must provide Us Proof that he or she is Totally Disabled. Initial Proof must be provided no later than 12 months after the date the Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense. We will not require such an examination more than once a year after two years of Total Disability.

#### Definitions for this Ancillary Illness or Injury Expense Benefit

**Ancillary Illness or Injury:** A separate Accidental Injury which occurs or Illness which is first diagnosed after an Insured begins receiving Benefits under this Policy in connection with a Covered Accident, but which is unrelated to the Covered Accident.

**[Regular Job:** Either:

1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.]

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [[which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

Signed for Nationwide Life Insurance Company



Secretary



President



Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxxx]]

[Rider Number: [xxxxxxxx]]

### CATASTROPHE CASH BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

<b>Maximum Benefit Amount:</b>	[\$10,000 – 2,000,000]
<b>[Initial Lump Sum Benefit:</b>	[\$100,000 – 200,000]]
<b>[Monthly Maximum Amount:</b>	[\$2,500-3,750] per month]
<b>[Yearly Maximum Amount:</b>	[\$30,000-45,000] per year]

Payment for any Catastrophe Cash Benefit will be subject to all of the following conditions:

1. The Loss is caused solely by an Accident.
2. The Loss is not excluded by the terms of the General Exclusions section of the Policy, unless otherwise specified below.
3. The Accident must occur while the Insured Person is insured under this Rider.
4. For Paralysis or Coma, the Loss must occur within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred. The Insured must be Paralyzed or in a Coma continuously for [1, 2, 3, 4, 6, 9, 12] months and a Physician must determine that the condition is permanent and irreversible at the end of the Waiting Period.
5. [For Brain Death, the Loss must occur within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred [unless otherwise specified]. The Insured must be Brain Dead continuously for [1, 2, 3, 4, 6, 9, 12] months and a Physician must determine that the condition is permanent and irreversible at the end of the Waiting Period.]

If more than one Loss results from any one Accident, only one amount, the largest, will be paid.

The Benefit payable is:

{*Lump Sum Only*} [the percentage, as shown in the table below, of the Maximum Benefit Amount for this Benefit per Injury, payable at the end of the Waiting Period.]

{*Monthly/Yearly Benefit*} [equal to the percentage, as shown in the table below, of the [Monthly, Yearly] Maximum Amount, starting at the end of the Waiting Period. The Benefit is paid [monthly, annually] so long as the insured remains Paralyzed, [Brain Dead] or in a Coma, but ends on the earliest of the following:

1. the date the Insured dies;
2. [the date monthly Benefits have been paid for [[5, 10, 15, 20] years] [[60-240] months];]
3. the date the total amount of Benefits paid for all Injuries caused by the same Accident equals the Maximum Benefit Amount shown above.]

{*Lump Sum then Monthly/Yearly Benefit*} [equal to the percentage, as shown in the table below, of the Initial Lump Sum Benefit, payable at the end of the Waiting Period. In addition, a [monthly, yearly] Benefit is paid, equal to the percentage of the [Monthly, Yearly] Benefit Maximum Amount and starting one [month, year] after the end of the Waiting Period. The Benefit is paid so long as the Insured remains Paralyzed, [Brain Dead] or in a Coma, but ends on the earliest of the following:

1. the date the Insured dies; or
2. [the date monthly Benefits have been paid for [[5, 10, 15, 20] years] [[60-240] months];]
3. the date the total amount of Benefits paid for all Injuries caused by the same Accident equals the Maximum Benefit Amount shown above.]

[The Benefit for Brain Death is payable in a lump sum only.]

<u>Nature of Loss</u>	<u>Percentage of [Maximum Benefit Amount] [Initial Lump Sum Benefit and] [[Monthly, Yearly] Maximum Amount]</u>
Coma.....	100%
Quadriplegia.....	100%
Paraplegia.....	[50,75,100]%
Hemiplegia.....	[50,75,100]%
[Uniplegia.....	[25, 50]%
[Brain Death	[20, 25, 50, 100]%

[If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions:

1. [Accidental Death [and Specific Loss] Benefit];
2. Catastrophe Cash Benefit,

the total amount payable will not exceed the Maximum Benefit Amount for the largest Benefit.]

**Definitions for this Catastrophe Cash Benefit**

**Limb:** Entire arm or entire leg.

**Loss:** For this Benefit means:

- a. **[Brain Death/Brain Dead:** Irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.]
- b. **Coma:** A profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. The Insured Person must be confined in a medical facility during a Coma.
- c. **Hemiplegia:** The total Paralysis of upper and lower Limbs on one side of the body.
- d. **Paraplegia:** The total Paralysis of both lower Limbs.
- e. **Quadriplegia:** The total Paralysis of both upper and lower Limbs.
- f. **[Uniplegia:** The total Paralysis of one Limb.]

**Paralysis/Paralyzed:** The complete loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

**Waiting Period:** The period of time the Insured must continuously be Paralyzed, [Brain Dead] or in a Coma before Benefits are payable.

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### COLLEGE EDUCATION BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

<b>Maximum Lifetime Benefit:</b>	[\$50,000-120,000]
<b>[Loss Period:</b>	[2-10] years]
<b>[Benefit Period:</b>	[5, 8, 10, 15, 20] years]

If an Insured Person suffers an Accidental Injury resulting in Total Disability and for which a Benefit becomes payable under the Catastrophic Accident Medical Expense Benefit, We will pay [tuition expenses] [the full standard cost of attendance] for the Insured Person to complete his or her undergraduate degree [at the school or alternative institution such person was [enrolled or] attending at the time of the covered Accident].

To qualify for this Benefit, the Totally Disabled Insured Person must [commence or] recommence undergraduate study within the Loss Period, after the date of the Covered Accident, as specified above.

[The maximum Benefit payable in any one calendar year will not exceed one-quarter (1/4) of the Maximum Lifetime Benefit.] [The total Benefit payable shall not exceed the lesser of the comparable full cost of attendance or the Maximum Lifetime Benefit. The full standard cost of attendance shall be as determined by the financial aid office at the particular school, net of any other financial aid received by the Insured Person and excluding ordinary living, traveling or clothing expenses.]

The Benefit will terminate at the earlier of:

1. the date the Insured Person completes the requirements for any undergraduate degree; or
2. the date any applicable Benefit Period has expired; or
3. the date the Maximum Lifetime Benefit has been met; or
4. the date the Insured is no longer Totally Disabled.

The Insured must provide Us Proof that he or she is Totally Disabled. Initial Proof must be provided no later than 12 months after the date the Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense, but not more than once a year after two years of Total Disability.

#### Definitions for this College Education Benefit

**[Regular Job:** Either:

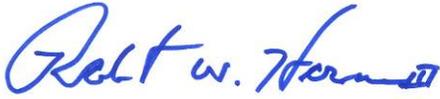
1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.]

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

Signed for Nationwide Life Insurance Company

Handwritten signature of Robert W. Hornum in blue ink.

Secretary

Handwritten signature of Keith A. Walker in blue ink.

President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### COMA BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:**

[\$[1,000 – 2,000,000] per [Injury] [Lifetime]

Payment for any Coma Benefit will be subject to all of the following conditions:

1. The Coma is caused solely by an Accident.
2. The Accident is not excluded by the terms of the General Exclusions section of the Policy, unless otherwise specified below.
3. The Accident must occur while the Insured Person is Insured under this Rider.
4. The Injury renders the Insured Comatose within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred.
5. The Insured must be in a Coma continuously for [1, 2, 3, 4, 6, 9, 12, 18, 24, 36] months and a Physician must determine that the condition is permanent and irreversible at the end of the Waiting Period. No Benefit is payable during the Waiting Period.

The Benefit payable is a monthly Benefit equal to 1% of the Maximum Benefit Amount shown above. The Benefit is payable as long as the Insured remains Comatose due to that Injury, but ends on the earliest of:

1. the date the Insured ceases to be Comatose due to that Injury; or
2. the date the Insured dies; or
3. the date the total amount of monthly Coma Benefits paid for all Injuries caused by the same Accident equals the Maximum Benefit Amount.

The Coma Benefit will be calculated at 1/30<sup>th</sup> of the monthly Coma Benefit for each day during a period of coma of less than a full month. Only one Coma Benefit will be paid for any one month of Coma, regardless of the number of Injuries contributing to or causing the Coma.

We will require [monthly, quarterly, annual] Proof of the continuing Comatose condition. We retain the right to investigate to determine whether the Comatose condition exists and continues.

[If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions:

1. [Accidental Death [and Specific Loss] Benefit];
2. [Paralysis Benefit;] or
3. Coma Benefit,

the total amount payable will not exceed the Maximum Benefit Amount for the largest Benefit.]

[The Coma Benefit is subject to the Accidental Death [and Specific Loss] Benefit Aggregate Limit of Liability as shown in the Schedule of Benefits.]

#### Definitions for this Coma Benefit

**Coma and Comatose:** A profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. The Insured Person must be confined in a medical facility during a Coma.

**Waiting Period:** The period of time the Insured must continuously be in a Coma before Benefits are payable.

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### CRISIS MANAGEMENT BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:** \$[10,000-50,000] per Incident

If an Insured is killed as a result of criminal violence while participating in a Covered Activity, We will pay the Maximum Benefit Amount (shown above) to the Policyholder involved to assist in accessing outside counseling and other care they deem is needed by all affected Insured Persons.

The Covered Activity includes a time period of one half hour before the first scheduled period of Covered Activity, and ends one half hour after the last scheduled period of Covered Activity.

#### Definitions for this Crisis Management Benefit:

**Incident:** Any one event or series of events related to the cause or causes which result in the Loss.

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### DISABILITY BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

<b>[Total Disability Maximum Benefit Amount (per week):</b>	[\$[25-1,500]]
<b>[Total Disability Maximum Benefit Amount (per month):</b>	[\$[200-2,000]]
<b>[Total Disability Benefit Period:</b>	[13, 26, 52, 104, 260] weeks or [5, 10] years]
<b>[Partial Disability Maximum Benefit Amount (per week):</b>	[\$[25-1,000]]
<b>[Partial Disability Maximum Benefit Amount (per month):</b>	[\$[200-2,000]]
<b>[Partial Disability Benefit Period:</b>	[13, 26, 52, 104, 260] weeks or [5, 10] years]

#### Total Disability

If an Insured Person suffers an Accidental Injury while participating in a Covered Activity which results in Total Disability within [30, 60, 90] days from the date of the Accident, We will pay the Maximum Benefit Amount shown above [(subject to any reduction – see below)] as follows:

- [Benefits will be paid following a [1, 3, 7, 14, 30, 60, 90, 120, 180] day elimination period [retroactive to the first day of Total Disability]. The elimination period begins on the first day of the Insured's disability. [No Benefit will be paid for the elimination period.] *or* [Benefits start on the first day of Total Disability.]
- Benefits for a Period of Disability will end on the first of these to occur:
  - The death of the Insured; or
  - The date Total Disability ends; or
  - [The date the Insured reaches age [70, 75] [(except if Total Disability begins after age [68, 73] but before age [70, 75], the weekly Benefit will be payable for up to 104 Weeks)]; or]
  - The date any applicable Benefit Period has expired; or
  - The Insured fails to provide Us Proof that he or she continues to be Totally Disabled.

#### [Partial Disability

If an Insured Person suffers an Accidental Injury while participating in a Covered Activity which results in Partial Disability either within [30, 60, 90] days from the date of the Accident or immediately following a period of Total Disability for which a Benefit is paid, We will pay the Maximum Benefit Amount shown above [(subject to any reduction – see below)] as follows:

- [Benefits will be paid following a [1, 3, 7, 14, 30, 60, 90, 120, 180] day elimination period [retroactive to the first day of Partial Disability]. The elimination period begins on the first day of the Insured's disability. [No Benefit will be paid for the elimination period.] *or* [Benefits start on the first day of Partial Disability.]
- Benefits for a Period of Disability will end on the first of these to occur:
  - The death of the Insured; or
  - The date Partial Disability ends; or
  - [The date the Insured is age [70, 75]; or]
  - The date any applicable Benefit Period has expired; or
  - The Insured fails to provide Us Proof that he or she continues to be Partially Disabled.]

Only one Benefit is provided for any one day of Total [or Partial] Disability, regardless of the number of Injuries causing the Total [or Partial] Disability. If payment is for part of a week, the daily rate is 1/7<sup>th</sup> of the weekly Benefit. [No Benefit is payable [if the Insured had no earnings at the time of the Accident causing the Injury or] for an Insured age [70, 75] or older on the date of the Accident.]

The Insured must provide Us Proof that he or she is Totally [or Partially] Disabled. Initial Proof must be provided no later than 12 months after the date the Total [or Partial] Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally [or Partially] Disabled, including, but not limited to, requiring an

Independent Medical Examination provided at Our expense, but not more than once a year after two years of Total Disability.

### **[Reductions**

The Benefit amount payable to an Insured will be reduced to keep the total of the amount payable plus all the Insured's Income from Other Sources from being more than [70-100]-percent of his or her Average [Weekly, Monthly] Earned Income for Total Disability [and more than [50-85]-percent of his or her Average [Weekly, Monthly] Earned Income for Partial Disability]. [In no event will the Benefit amount payable be less than [25% of the [weekly, monthly] Maximum Benefit Amount shown above] [[\$100, 125, 150] per week].]

### **[Cost of Living Adjustment (COLA)**

Benefit payments will increase each year that the Insured Person remains disabled following the first full year of a covered Disability. The increase will be the lesser of [3, 4]% or one-half the percentage change in the Consumer Price Index. [An Insured Person can receive up to [3, 4, 5] annual increases.] Adjustments occur each year on January 1<sup>st</sup>.]

### **Exclusions for this Disability Benefit**

Exclusions applicable to this Benefit are listed in the General Exclusions section of this Policy.

### **Definitions for this Disability Benefit**

**[Average [Weekly, Monthly] Earned Income:** The sum of (1) and (2) below:

1. The greatest of all wages and salaries, [including, excluding] [bonuses, tips, over-time, special compensation, and commissions] determined as follows:
  - a. The calendar year immediately preceding the year in which Total Disability occurs divided by [12, 52]; or
  - b. The 12 month period immediately preceding the date Total Disability occurs divided by [12, 52]; or
  - c. The 3 month period immediately preceding the date Total Disability occurs divided by [3, 13]; and
2. The net earnings from self-employment for which Federal self-employment taxes were paid, as shown on the tax return filed for the tax year immediately preceding the year Total [or Partial] Disability occurs, divided by [12, 52].

The Average [Weekly, Monthly] Earned Income will be verified by the Insured's employer and/or the Insured's tax records.]

**[Income from Other Sources:** Periodic Benefits for loss of time payable or provided for the same Period of Disability or a part of that period under:

1. another insurance contract or retirement plan;
2. unemployment benefits;
3. amounts received by judgment, settlement or otherwise;
4. employer-paid sick leave;
5. an employer and/or union sponsored salary continuance, disability or retirement plan;
6. Worker's Compensation or similar occupational laws; and
7. The Social Security Act, the Railroad or Civil Service Retirement Act, any compulsory state disability Benefit law, or any other loss of time or retirement plan provided by a government authority of any country (including any state, province or political subdivision);
8. income the Insured receives from any form of employment.

Increases in the amounts paid under items 3 and 4 in the paragraph above which occur after the Benefit Period begins will not be used to further reduce the amount We will pay.

**[Partial Disability or Partially Disabled:** Disability caused by an Injury:

1. which keeps the Insured from performing one or more, but not all, of the major daily duties of his or her Regular Job; and
2. during which the Insured is under the regular care of a Physician.]

**Period of Disability:** The period of time when the Insured is Totally [or Partially] Disabled. Periods of Total [or Partial] Disability separated by less than [30, 60, 90, 120, 180] days will be considered one period of disability unless due to separate and unrelated causes.

**Regular Job:** Either:

1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. which, [throughout the first [52, 104] weeks,] keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;
2. [which, after the first [52, 104] weeks, keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
3. during which the Insured is under the regular care of a Physician.

[With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.]

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### **EMERGENCY MEDICAL EVACUATION [WITH FAMILY TRAVEL] BENEFIT RIDER**

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents [or Emergency Sickesses] that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:**

[\$25,000-500,000]

[The Assistance Provider] must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation [or Family Travel] Benefits to be payable. We reserve the right to determine the Benefits payable if it is not reasonably possible to contact [the Assistance Provider] in advance.

**Emergency Medical Evacuation**

If an Insured Person suffers an Accidental Injury [or Emergency Sickness] while participating in a Covered Activity that warrants his or her Emergency Evacuation while he or she is outside a [60-200] mile radius from his or her current place of primary residence, We will pay for Covered Evacuation Expenses reasonably Incurred up to the Maximum Benefit Amount shown above per Insured for all Emergency Evacuations due to all Injuries from the same Accident [or all Emergency Sickesses from the same or related causes].

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured's Injury [or Emergency Sickness] warrants his or her Emergency Evacuation. All transportation arrangements made must be by the most direct and economical conveyance and route possible.

After initial treatment and stabilization for Injury [or Emergency Sickness] of an Insured Person, if the attending Physician (subject to [the Assistance Provider]'s approval) deems it Medically Necessary, [the Assistance Provider] will arrange for and We will pay to transport the Insured back to his or her permanent place of residence for further medical treatment or to recover.

[No Benefits are payable for expenses Incurred after the date the Insured Person's coverage under the Policy terminates. However, if on the date of termination the Insured is Inpatient Confined in a Hospital, then coverage under this benefit provision continues until the earlier of the date such Confinement ends or the end of the 31<sup>st</sup> day after the date of termination.]

**[Family Travel Benefit**

If an Insured Person is Hospital Confined due to Accidental Injury [or Emergency Sickness] for more than [5-10] days, is likely to be hospitalized for more than [5-10] days or is in critical condition, We will pay for expenses reasonably Incurred:

1. to bring one person designated by the Insured to and from the hospital or other medical facility where the Insured is confined if the Insured is alone and if the place of confinement is outside a [60-200] mile radius from the Insured's primary place of residence. Expenses will be limited to the cost for one economy round-trip airfare ticket to, and the hotel accommodations in, the place of the Hospital Confinement. Payment for meals, ground transportation and other incidentals are the responsibility of the family member or friend. No more than one visit will be made during any 12 month period.
2. [to return to their current place of primary residence, with an attendant if necessary, any of the Insured's Children who were accompanying the Insured when the Injury [or Emergency Sickness] occurred.]

The determination of whether the Insured Person will be hospitalized for more than [5-10] days or is in critical condition shall be made by the Assistance Provider after consultation with the attending Physician.]

All transportation arrangements made must be by the most direct and economical conveyance and route possible.

**Definitions for this Emergency Medical Evacuation [with Family Travel] Benefit**

**Children:** Includes natural children, stepchildren, adopted children, children placed in the Insured's custody for the purpose of adoption, children appointed to the Insured's custody by court order, or foster children who are dependent upon the Insured for support.

**Covered Evacuation Expenses:** Expenses for Medically Necessary transportation, including Reasonable and Customary Charges for medical services and supplies Incurred in connection with the Insured's Emergency Evacuation.

**Emergency Evacuation:** The Insured Person's medical condition warrants immediate transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. Transportation means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation.

**Emergency Sickness:** An illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria:

1. there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place the Insured's life in jeopardy; and
2. the severe or acute symptom occurs suddenly and unexpectedly.

**Signed for Nationwide Life Insurance Company**



Secretary



President

NATIONWIDE LIFE INSURANCE COMPANY  
Columbus, Ohio

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### EMERGENCY ROOM BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Sicknesses that first manifest on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:**

[\$100-5,000] per [Sickness] [Policy Term]

If an Insured Incurs Covered Expenses at an emergency room of a Hospital as a result of a Sickness that first manifests itself while participating in a Covered Activity, Benefits will be paid up to the Maximum Benefit Amount shown above.

**Covered Expenses** for this Benefit means the Medically Necessary and Reasonable and Customary Charges for:

1. medical or surgical services, supplies, and treatment; and
  2. Hospital, Nurse or Ambulance Services,
- provided or prescribed by a Physician for which an Insured Person is required to pay.

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### EXCESS BENEFITS RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents [or Sicknesses] that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

We will not pay Benefits under the [[Basic] Accident Medical Expense] [Catastrophic Accident Medical Expense] [Emergency Room] [and] [Sickness Medical Expense] Benefit[s] for Covered Expenses to the extent that they are collectible under another Health Care Plan.

[This limitation does not apply to the first [\$100, 150, 200] of medical Expenses Incurred.] Covered medical expenses exclude amounts not covered by the primary carrier due to penalties imposed on the Insured Person for failing to comply with Policy provisions or requirements. We will pay for Covered Expenses denied under any other Health Care Plan as being out of network or out of the service area, subject to all the terms and limitations of the Benefit.

[Eligible medical expenses payable under any Health Care Plan will be used to satisfy or reduce the Deductible.]

[When an Insured has other coverage that is primary under another Health Care Plan, a penalty will apply if he or she does not use the facilities or services of the other Health Care Plan. In such case, the Benefits otherwise payable under this Policy and this Rider will be reduced by 50%. This reduction shall not apply to emergency treatment required within 24 hours of an Accident [or onset of a Sickness] when the Accident [or Sickness] occurs outside the geographic area served by the other Health Care Plan.]

When Benefits under any other Health Care Plan are covered under this Policy, and coverage under this Policy and the other Health Care Plan are excess, we will pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses. Our pro rata share will be based on the total of Benefits payable under this Policy in proportion to the total of Benefits payable by all Health Care Plans for the same Covered Accident [or Sickness].

#### Definitions for this Excess Benefits Rider

**Health Care Plan:** Any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, ERISA, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through Health Maintenance Organizations (HMO), Preferred Provider Organizations (PPO), and other prepayment, group practice and individual practice plans;
5. medical benefits provided under automobile "fault"-type contracts;
6. medical benefits provided by any government plan or coverage or other benefit law, except:
  - a. a state-sponsored Medicaid plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

**Signed for Nationwide Life Insurance Company**

*Robert W. Hornum III*

[

Secretary

*Kit C. Walker*

[

President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### PARALYSIS BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:** \$[1000 – 2,000,000] per [Injury] [Lifetime]

Payment for any Paralysis Benefit will be subject to all of the following conditions:

1. The Loss is caused solely by an Accident.
2. The Loss is not excluded by the terms of the General Exclusions section of the Policy, unless otherwise specified below.
3. The Accident must occur while the Insured Person is insured under this Rider.
4. The Loss must occur within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred.
5. [The Insured must be Paralyzed continuously for [1, 2, 3, 4, 6, 9, 12, 18, 24, 36] months and a Physician must determine that the condition is permanent and irreversible at the end of the Waiting Period.]

The Maximum Benefit Amount is listed above. The Benefit payable is based on the percentage of the Maximum Benefit Amount as shown in the table below for each covered Loss. [The Benefit is payable at the end of the Waiting Period.]

<u>Nature of Loss</u>	<u>Percentage of Maximum Benefit Amount</u>
Quadriplegia.....	100%
Paraplegia.....	[50,75,100%]
Hemiplegia.....	[50,75,100%]
[Uniplegia.....	[25, 50]%

[If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions:

1. [Accidental Death [and Specific Loss] Benefit];
2. Paralysis Benefit; [or
3. Coma Benefit],

the total amount payable will not exceed the Maximum Benefit Amount for the largest Benefit.]

[The Paralysis Benefit is subject to the Accidental Death [and Specific Loss] Benefit Aggregate Limit of Liability as shown in the Schedule of Benefits.]

#### Definitions for this Paralysis Benefit

**Limb:** Entire arm or entire leg.

**Loss:** For this Benefit means:

- a. **Hemiplegia:** The total Paralysis of upper and lower Limbs on one side of the body.
- b. **Paraplegia:** The total Paralysis of both lower Limbs.
- c. **Quadriplegia:** The total Paralysis of both upper and lower Limbs.
- d. **[Uniplegia:** The total Paralysis of one Limb.]

**Paralysis/Paralyzed:** The complete loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

**Waiting Period:** The period of time the Insured must continuously be Paralyzed before Benefits are payable.

Signed for Nationwide Life Insurance Company

Handwritten signature in blue ink, appearing to read "Robert W. Hornum".

Secretary

Handwritten signature in black ink, appearing to read "Keith C. Walker".

President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### PERMANENT TOTAL DISABILITY BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:** \$[1,000 – 2,000,000]  
**[Monthly Benefit Amount:** \$[25 – 5,000]]

#### *{Monthly Benefit}*

[If an Insured Person suffers an Accidental Injury while participating in a Covered Activity which results in Permanent Total Disability within [90, 120, 180, 365] days from the date of the Accident and the Permanent Total Disability continues for [6, 12, 15, 18, 24] consecutive months, We will pay the Monthly Benefit Amount from the [7, 13, 16, 19, 25]<sup>th</sup> consecutive month of Permanent Total Disability as follows:

1. If payment is for part of a month, the daily rate is 1/30<sup>th</sup> of the monthly Benefit; and
2. Benefits will end on the first of these to occur:
  - a. The death of the Insured; or
  - b. When the Permanent Total Disability ends; or
  - c. [When the Insured is age [70, 75] [(except if Permanent Total Disability begins after age [68, 73] but before age [70, 75], the weekly Benefit will be payable for up to 104 weeks; or]
  - d. When the total amount of monthly Benefits paid for all Injuries caused by the same Accident equals the Maximum Benefit Amount shown above.

Only one Benefit is provided for any one month of Permanent Total Disability, regardless of the number of Injuries causing the Permanent Total Disability.]

#### *{Lump Sum Payment}*

[If an Insured Person suffers an Accidental Injury while participating in a Covered Activity which results in Permanent Total Disability within [90, 120, 180, 365] days from the date of the Accident, We will pay 100% of the Maximum Benefit Amount shown above at the end of 12 consecutive months of such Permanent Total Disability.]

#### *{Both Payment Options}*

[No disability Benefits will be paid for an Insured age [70, 75] or older on the date of the Accident.]

The Insured must provide Us Proof that he or she is Permanently Totally Disabled. Initial Proof must be provided no later than [12, 18, 21, 24, 30] months after the date the Permanent Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Permanently Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense, but not more than once a year after two years of Permanent Total Disability.

#### **Exclusions for this Permanent Total Disability Benefit**

Exclusions applicable to this Benefit are listed in the General Exclusions section of this Policy.

#### **Definitions for this Permanent Total Disability Benefit**

**Permanent Total Disability or Permanently Totally Disabled:** Disability caused by an Injury:

1. which permanently keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience; and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Permanent Total Disability/Permanently Totally Disabled means that the Insured is permanently unable to engage in any of the usual

activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

**Signed for Nationwide Life Insurance Company**

Handwritten signature in blue ink, appearing to read "Robert W. Hornum".

Secretary

Handwritten signature in blue ink, appearing to read "Kit C. Walker".

President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

**SEVERE BURN BENEFIT RIDER**

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:** \$[1,000 – 1,000,000] per [Accident] [Lifetime]

If the Insured Person suffers a Severe Burn as the result of an Accident, We will pay a percentage of the Maximum Benefit Amount shown above for this Benefit as described below:

<u>Severe Burn of at least</u>	<u>Percentage of Maximum Benefit Amount</u>
75% of the body.....	100%
50% of the body.....	50%
25% of the body.....	25%

The determination of whether or not an area of the body is Severely Burned, and what proportion of its surface is Severely Burned, must be made by a Physician. We have a right, at Our expense, to have the determination verified by a Physician of Our choice.

**Exclusions for this Severe Burn Benefit**

Exclusions applicable to this Benefit are listed in the General Exclusions sections of this Policy.

**Definitions for this Severe Burn Benefit**

**Severe Burn/Severely Burned:** Cosmetic disfigurement of the surface of a body area due to an Injury caused by an Accident that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

**Signed for Nationwide Life Insurance Company**

Secretary

President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### SICKNESS MEDICAL EXPENSE BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Sicknesses that first manifest on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

If an Insured Incurs Covered Expenses as a result of a Sickness that first manifests itself while the Insured is participating in a Covered Activity, Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible; and
2. as long as the first expense has been Incurred within the Loss Period; and
3. until any applicable Benefit Period has expired; and
4. until Benefits paid equal the Maximum Benefit Amount,

as shown in the Rider Schedule of Benefits.

#### Rider Schedule of Benefits

Rider Term:	[January 1, 2010 – December 31, 2010]
Maximum Benefit Amount:	[\$250-25,000] per Insured* per [Sickness] [Policy Term] [Lifetime]
Deductible:	[\$0-10,000] per Insured per [Sickness] [Policy Term]
Benefit Percentage:	[50-100]% of Reasonable and Customary Charges
Loss Period:	[30, 60, 90, 120, 180, 365] days
Benefit Period:	[[1, 2, 3, 4, 5] years]

[\*Subject to the Policy Aggregate Limit of Liability.]

**Covered Expenses** for this Benefit means the Medically Necessary and Reasonable and Customary Charges for services, supplies, and treatment provided or prescribed by a Physician for which an Insured Person is required to pay, subject to all applicable conditions, exclusions and limitations.

#### Exclusions for this Sickness Medical Expense Benefit

Exclusions applicable to this Benefit are listed in the Exclusions section of this Policy.

#### Definitions for this Sickness Medical Expense Benefit

Definitions applicable to this Benefit are listed in the Definition section of the Policy, except as modified or specified herein.

**Ambulance Services:** Professional ground [and air] ambulance services to transport the Insured Person from the place where the Sickness first occurred to the nearest medically appropriate facility; and from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that specialized care not available in the first facility to which the Insured was transported is necessary to treat the Insured's Covered Injury.

**Benefit Period:** The period of time during which Covered Expenses must be incurred in order for benefits to be payable, as shown above. The Benefit Period starts on the first date of treatment of the covered Sickness and ends at the end of the time period shown as the Benefit Period.

**Confinement/Confined:** An uninterrupted stay following admission to a Health Care Facility due to Sickness. The re-admission to a Health Care Facility for the same or related Sickness, within a 72-hour period, will be considered a



Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### SPECIAL EXPENSE BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Benefit Amount:**

[\$50,000 - 250,000] [during the first [5-10] years following the Covered Accident] [and \$[50,000] for each 10 year period thereafter]

**Benefit Period:**

[[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]

If an Insured Person sustains an Accidental Injury resulting in Total Disability and for which a Benefit becomes payable under the Catastrophic Accident Medical Expense Benefit, We will reimburse the Reasonable and Customary Charge Incurred within the Benefit Period specified above, for:

1. the cost of alterations, if any, to the Insured's principle residence; or
2. the cost of modification, if any, to one motor vehicle utilized by the Insured Person, when such modifications are approved by the licensing authorities where required; or
3. other Medically Necessary items or modifications approved by the Insured's Physician and Us to accommodate the physical disability of the Insured.

Receipts for such alteration(s) must accompany the Claim for Benefits. Payment by Us for the total of all expenses will not exceed the Maximum Benefit Amount shown above as the result of any one Accident.

The Insured must provide Us Proof that he or she is Totally Disabled. Initial Proof must be provided no later than 12 months after the date the Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense, but not more than once a year after two years of Total Disability.

### Definitions for this Special Expense Benefit

**[Regular Job:** Either:

1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.]

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

**Signed for Nationwide Life Insurance Company**



Secretary



President

Issues this rider to: [THE POLICYHOLDER REFERRED TO ON THE COVER PAGE OF THE POLICY/CERTIFICATE TO WHICH THIS RIDER IS ATTACHED AND MADE A PART THEREOF.]

[Policyholder: [ABC Company]]

[Policy Number: [xxxxxxx]]

[Rider Number: [xxxxxxx]]

### VOCATIONAL REHABILITATION BENEFIT RIDER

The Effective Date of this rider is [the Effective Date of the Policy to which this rider is attached] [Month Day, Year]. It applies only with respect to Accidents that occur on or after that date. The Policy/Certificate is amended as described below. All other terms, provisions, limitations and exclusions remain unchanged except as specifically noted within this Benefit Rider.

**Maximum Lifetime Benefit:**

[\$25,000 - 100,000]

**Benefit Period:**

[[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]

If an Insured Person suffers an Accidental Injury resulting in Total Disability and for which a Benefit becomes payable under the Catastrophic Accident Medical Expense Benefit, We will reimburse the Insured for the Reasonable and Customary Charges Incurred within the Benefit Period shown above for services rendered through a vocational rehabilitation program or for vocational rehabilitation counseling services, subject to all of the following conditions:

1. The vocational rehabilitation program or vocational rehabilitation counseling services must be intended to enable the Insured Person to develop skills necessary for gainful employment, and to participate in a job search and find gainful employment; and
2. Proof that the Insured is participating in an acceptable vocational rehabilitation program or counseling services, and of the actual expense of such program, will be required at the time of Claim. [Payment by Us for any one hour of rehabilitation or counseling services will not exceed [\$100, 150, 200]]; and
3. Any expenses incurred more than [[1,2,3] [year, years]], or for which Proof is received more than [[1,2,3] [year, years]] plus 60 days following the date of the covered Accident will not be eligible for reimbursement.

The Benefit will be paid to the Insured. Payment will not be made for room, board, or other ordinary living, traveling or clothing expenses. Payment by Us for the total of all expenses will not exceed the Maximum Lifetime Benefit shown above.

The Insured must provide Us Proof that he or she is Totally Disabled. Initial Proof must be provided no later than 12 months after the date the Total Disability began. We reserve the right to verify, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an Independent Medical Examination provided at Our expense, but not more than once a year after two years of Total Disability.

#### Definitions for this Vocational Rehabilitation Benefit

**[Regular Job:** Either:

1. the Insured's job at the time of the covered Accident; or
2. if, at the time the covered Accident occurred, the Insured was not working because of layoff, employer termination, general strike, unionized labor dispute or lockout, his or her job immediately before such action.]

**Total Disability or Totally Disabled:** Disability caused by an Injury:

1. [which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician;] **OR** [which keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] and
2. during which the Insured is under the regular care of a Physician.

With respect to an Insured for whom an occupational definition is not appropriate, Total Disability/Totally Disabled means that the Insured is unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the Accident.

**Signed for Nationwide Life Insurance Company**



Secretary



President



# Nationwide Life Insurance Company

Home Office: Columbus, Ohio

## Blanket Accident Insurance [Policyholder, Participating Organization] Application

On Your Side®

(Print or type only)

### 1. Policyholder Information

Policyholder Name			[Previous] Policy Number		
Location Address		City	State	Zip	County
[Mailing Address (if different from above)]		City	State	Zip	County]
[Phone] ( )		[Administrative Contact]			
[Fax] ( )		[Title]			
Effective Date (MM/DD/YYYY)			[Email Address]		

### 2. [Participating Organization Information]

Participating Organization Name			[Previous Policy Number]		
Location Address		City	State	Zip	County
Mailing Address (if different from above)		City	State	Zip	County
Phone ( )		Administrative Contact			
Fax ( )		Title			
Effective Date (MM/DD/YYYY)			Email Address		

### 3. Premium Payment

It is understood and agreed that premiums are due and payable as follows: (a) the premium will be paid entirely by the plan sponsor with no contribution made by the eligible persons toward the cost of the insurance; and (b) premium will be paid as follows: {insert description of premium payment mode}

### 4. General Conditions

In applying for the Benefits set forth herein, the undersigned understands and agrees that:

1. All necessary administrative information concerning all Insured Persons shall be subject to the provisions of the Policy and shall be maintained by the [Policyholder, Participating Organization].
2. This Application is subject to the approval of Nationwide Life Insurance Company at its Home Office and that nothing contained herein shall be binding upon said Company until this Application has been so approved.
3. All benefits will be in accordance with the benefits proposed and agreed upon between Nationwide Life Insurance Company and the Policyholder as set forth in the Policy, subject to the Policyholder's approval.

#### [Participating Organization Agreement]

The Participating Organization understands that the insurance coverages will only be as provided for under the Policy issued to the Trustee as the Policyholder. The undersigned acknowledges that the Trustee is not an insurer, and has no obligation regarding payment of premiums or handling of claims for the insurance provided under the Policy. The trust agreement and the Policy issued to the Trust are available for examination by the Participating Organization at the office of the Administrator, {insert address here}.

## State Fraud Notices

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**(Kentucky)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

**(Louisiana)** 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.

**(Maine)** 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 subjects such person to criminal and/or civil penalties.

**(Maryland)** 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.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

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

**(New Hampshire)** The policy provides limited benefits. Review your policy carefully.

**(New Jersey)** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**(New Mexico)** 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 subjects such person to criminal and/or civil penalties.

**(Oklahoma)** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**(Pennsylvania)** 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 subjects such person to criminal and civil penalties.

**(Puerto Rico)** Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggravated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

**(All Other States)** 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 subjects such person to criminal and/or civil penalties.

**(New York)** 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.

## Please Sign & Date

<b>By signing below, you agree that you have read all of the General Conditions provided with this application.</b>	
Agent's Signature	Signature of Applicant
Agent's Printed Name and Number	Printed Name of Applicant and Title
Agent's Phone Number	Applicant's Phone Number
Agent's E-mail Address	Applicant's E-mail Address

SERFF Tracking Number: NWLC-126622287

State: Arkansas

Filing Company: Nationwide Life Insurance Company

State Tracking Number: 45879

Company Tracking Number:

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Product Name: Blanket Accident 2010

Project Name/Number: Jambalaya/

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> Readability Certificate - Blanket Accident Forms.pdf	Approved-Closed	07/08/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> See Application under "Forms" tab.	Approved-Closed	07/08/2010

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability <b>Comments:</b> <b>Attachment:</b> Statement of Variability- Blanket Accident Forms.pdf	Approved-Closed	07/08/2010

## READABILITY CERTIFICATION

Name and Address of Insurer:

**Nationwide Life Insurance Company**  
**One Nationwide Plaza, MR-05-10**  
**Columbus, Ohio 43215**

Policy/Certificate Form Number(s):

NSHBA 2000 A	Policy
NSHBA 2400 AEB A	Adjustment Expense Benefit Rider
NSHBA 2400 AMD A	Amendment Rider
NSHBA 2400 ANC A	Ancillary Illness or Injury Expense Benefit Rider
NSHBA 2400 CTC A	Catastrophe Cash Benefit Rider
NSHBA 2400 COL A	College Education Benefit Rider
NSHBA 2400 CMA A	Coma Benefit Rider
NSHBA 2400 CRM A	Crisis Management Benefit Rider
NSHBA 2400 DBL A	Disability Benefit Rider
NSHBA 2400 EME A	Emergency Medical Evacuation Benefit Rider
NSHBA 2400 ERM A	Emergency Room Benefit Rider
NSHBA 2400 EXC A	Excess Benefit Rider
NSHBA 2400 PAR A	Paralysis Benefit Rider
NSHBA 2400 PTD A	Permanent Total Disability Benefit Rider
NSHBA 2400 SBN A	Severe Burn Benefit Rider
NSHBA 2400 SME A	Sickness Medial Expense Benefit Rider
NSHBA 2400 SEB A	Special Expense Benefit Rider
NSHBA 2400 VRH A	Vocational Rehab Benefit Rider

I certify that, to the best of my knowledge and belief, the policy/certificate forms mentioned above achieve a Flesch reading ease score of 45.0 or higher.



Melissa D. Gutierrez  
Vice President

Date: **June 4, 2010**

STATEMENT OF VARIABILITY  
POLICY, CERTIFICATE (if applicable), SCHEDULE OF BENEFIT AND RIDERS

**POLICY/CERTIFICATE (if applicable)/SCHEDULE OF BENEFITS: NSHBA 2000, NSHBA 2500, and NSHBA 2500 SCHED**

Page 1, Policy Term

- [and each subsequent anniversary date] – if renewable
- [This Policy is a non-renewable term blanket Policy.] – if non-renewable

Page 1, Renewal – if renewable

Page 1, Notice

- [IT IS AN ACCIDENT ONLY POLICY AND DOES NOT COVER LOSS OR EXPENSES RESULTING FROM SICKNESS, DISEASE OR BODILY INFIRMITY.] – if accident only and sickness rider was not selected by the Policyholder

TOC – update as sections or benefits apply

General Definitions - **{section always included}**

- Combined Individual Limit – only if applicable; the standard would be to exclude
- Injury – [For all Benefits, Injury includes Heart and Circulatory Malfunction, subject to the following conditions...or a cerebral vascular incident.] – non-standard; included only if covering heart and circulatory malfunctions, primarily for Sports
- Injury – [For all Benefits, Injury includes Heart and Circulatory Malfunction, subject to the following conditions] – non-standard; option to include, primarily for sports and ICS
  - Malfunction must occur [before age 65] – in or out
  - respect to the Insured and within [48, 72] hours – standard 72 hours, option to limit to 48
  - Such Insured has not, [within one year] – in or out
- Injury – [For the Accident Medical Expense Benefit, Injury also includes repetitive motion injuries [or aggravation of such injuries] resulting from participation in a Covered Activity. Repetitive motion injuries are injuries such as, but not limited to, strains, sprains, hernias, tennis elbow, tendonitis, bursitis, and muscle tears.] [The repetitive motion injury must be diagnosed by a Physician and occur within [30, 45, 60, 90] days of participation in a Covered Activity.] – non-standard; primarily for sports/ICS; aggravation language is also non-standard, included at option of Policyholder; last sentence is standard, w/ option to remove limitation; 30 days is standard
- Maximum Lifetime Benefit – only included if benefits with a max lifetime benefit are selected

AME Definitions – only included if AME, Basic AME and/or Cat AME is selected by the Policyholder

- Ambulance Services - [and air] – air ambulance transportation is not covered in the standard; may be available upon request; rate impact
- Deductible Incurral Period – non-standard for AME, but optional; standard for Cat AME
- Home Health Care Services - [Each visit by a Nurse or Home Health Care Agency employee constitutes a Home Health Care visit and each four hours of Home Health Aide services constitutes a Home Health Care visit. If services extend beyond four hours, each four hours or portion of that period is considered as one Home Health Care visit.] – standard to include; option not to specify limit

Reasonable Charge: Bracketed paragraph included if Preferred Provider.

Administrative Provisions, Premium **(Premium not included in the Certificate)**

- [We will not change rates more than once in a [1-12] months period. Such notice will either be delivered or mailed to the Policyholder at the last address on file with Us. A copy of such notice may also be sent to the Policyholder's agent, if any, at his or her last address on file with us. The rate change will become effective on the date stated in the notice or the next Premium due date following the 31<sup>st</sup> day after we mail or deliver the notice, whichever is later.] – standard 12 months, [1-12] in one month increments; entire section is either in or out; standard for renewable business; non-standard for short-term policies

**STATEMENT OF VARIABILITY  
POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS**

Administrative Provisions, Policy Terminations (**Policy Terminations are not in the Certificate**)

- [We may not terminate the Policy before its first anniversary, unless the Policyholder does not perform its contractual duties.] OR [We may terminate coverage any time after the First Policy Term.] – varies depending on policy term and renewability; the former to be used with renewable, annual terms
- [The Policyholder may terminate coverage any time after the First Policy Term.] – applicable when First Policy Term language is used in the above
- [In either event, We will promptly return any unearned premium paid or the Policyholder will promptly pay any earned premium which has not been paid. Any earned or unearned premium will be determined on a pro rata basis.] – optional language based upon premium payment mode

Benefit Provisions

- [ACCIDENT MEDICAL EXPENSE] [AND] [CATASTROPHIC ACCIDENT MEDICAL EXPENSE] BENEFIT[S]] -
  - 1. [within the Deductible Incurral Period] – included only if Catastrophic coverage is included
  - 4. until the end of the Benefit Period shown in the Schedule of Benefits[, or [for Catastrophic Accident Medical Expense,] if earlier, until the end of any period of [6, 9, 12, 15, 18, 24] months during which less than [\$250, 500, 750, 1,000] of Covered Expenses are Incurred by the Insured Person] – non-standard for AME; standard for Cat AME; flexibility to specify applicability to Cat AME when Basic and Cat are sold together; within brackets, 12 months and \$500 are standard
  - [For dental services, there is often more than one Service that can be used to treat a dental problem. In determining the Benefits, different materials and methods of treatment will be considered. The amount payable will be limited to the Covered Expense for the least costly Service, which meets commonly accepted standards of the American Dental Association. The Insured Person and his or her Physician may decide on a more costly procedure or material than We have determined to be satisfactory for the treatment of the condition. We will pay a Benefit toward the cost of the more expensive procedure or material, but payment will be limited to the Benefits payable for Covered Expenses for the least costly Service. We will not pay the excess amount.] – standard to include; option to remove limitation
  - [If the Insured is admitted to the Hospital immediately following emergency room treatment, such treatment will be considered an Inpatient Hospital Covered Expense.] - only if sub-limits on ER treatment or IP hospital
  - [When multiple surgeries are performed through [the same incision] [one or more incisions] [multiple incisions] at the same operative session, We will pay an amount not to exceed [\$2,500 – 10,000] [the Benefit for the most expensive procedure being performed] [the Benefit for the primary or most expensive procedure and 50% of the Benefit otherwise payable for the secondary or less expensive procedure(s)].] - Coverage of multiple surgeries when performed through the same incision or through one or more incisions (PH can choose). The amount not to exceed 2500 -10000 in \$250 increments OR amount not to exceed the benefit for the most expensive procedure being performed OR the most expensive procedure and 50% of the Benefit otherwise payable for the secondary or less expensive procedure(s). Each of the surgical options can be paired with each of the benefit reimbursement amounts.- standard language to include; option to remove limitation
- [ACCIDENTAL DEATH BENEFITS] - **{include if Accidental Death only was selected; split out to limit variability within the AD&SL section}** optional benefit; could be the base benefit if AME or Cat AME are not selected; either the Accidental Death or Accidental Death and Specific Loss benefits may be made available
  - 4. [The Loss must occur within [90, 120, 180, 365] days after the date on which the Accident occurred unless otherwise specified.] – standard to impose a 90 day loss period

## STATEMENT OF VARIABILITY

### POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS

- limitation; option to remove limitation or to increase loss period up to 365 days as specified
- [Aggregate Limit of Liability] – standard to include with option to eliminate agg limit (rate impact)
- [Incident] – only include if Aggregate Limit of Liability language is used

#### **[ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT[S]] – {include if Accidental Death & Specific Loss Benefit was selected; split out to limit variability}**

- optional benefit; could be the base benefit if AME or Cat AME are not selected; either the Accidental Death or Accidental Death and Specific Loss benefits may be made available
  - 4. [The Loss must occur within [90, 120, 180, 365] days after the date on which the Accident occurred unless otherwise specified.] – standard to impose a 90 day loss period limitation; option to remove limitation or to increase loss period up to 365 days
  - Hearing in One Ear [25, 50]% - standard is 25%, option to increase to 50%
  - Both Arms or Both Legs *through* Both the thumb and index finger of one hand – standard when Specific Loss benefits apply
  - [Thumbs of both hands] *through* [Each Joint of Finger or Toe] – each loss is optional, per request of the Policyholder; benefit percentages are standard/static
  - [Aggregate Limit of Liability] – standard to include with option to eliminate aggregate limit (rate impact)
  - [Incident] – only include if Aggregate Limit of Liability language is used
  - Specific Loss: 1. a natural arm or leg, [the total and irrecoverable loss of its use, provided the loss is continuous for [1, 3, 6, 9, 12, 15, 18, 24, 36] consecutive months and such loss of use is determined to be permanent at the end of such time] *OR* [complete severance at or above the elbow or knee joint] – loss of use benefit can be offer w/ 12 month standard; otherwise, dismemberment benefit
  - Specific Loss: 2. a natural hand or foot, [the total and irrecoverable loss of its use, provided the loss is continuous for [1, 3, 6, 9, 12, 15, 18, 24, 36] consecutive months and such loss of use is determined to be permanent at the end of such time] *OR* [complete severance at or above the wrist or ankle joint] – loss of use benefit can be offer w/ 12 month standard; otherwise, dismemberment benefit
  - Specific Loss: [a natural hallux and toes, complete severance at or above the metatarsophalangeal joints;] – only if applicable in Schedule of Losses
  - Specific Loss: [a natural joint of a finger or toe, complete severance of a distal, proximal or (if applicable) medial phalanx;] – only if applicable in Schedule of Losses
- [ARTIFICIAL LIMB OR PROSTHETIC DEVICE BENEFIT] - optional with Accidental Death & Specific Loss benefit only since it relates to dismemberment
  - 2. [Reimbursement for all expenses incurred by the Insured Person will not exceed the total Lifetime Maximum under this Benefit, shown in the Schedule of Benefits.]
  - Any expenses Incurred more than [1, 2, 3, 4, 5 years], or for which Proof is received more than [1, 2, 3, 4, 5 years plus [60, 90, 120, 180, 365 days]] following the date of Accidental – standard is 2 years and 60 days; may vary by AD&SL loss period
- [COMMON CARRIER ACCIDENT BENEFIT] – optional with either Accidental Death or Accidental Death & Specific Loss
- [EXPOSURE AND DISAPPEARANCE BENEFIT] – optional with either Accidental Death or Accidental Death & Specific Loss
- [FELONIOUS ASSAULT BENEFIT] - optional with either Accidental Death or Accidental Death & Specific Loss
  - We will pay an additional amount equal to a percentage of the amount otherwise payable for the covered Loss [up to the Maximum Benefit Amount shown in the Schedule of

**STATEMENT OF VARIABILITY  
POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS**

- 1. The Felonious Assault must not be either a moving violation as defined under the applicable state motor vehicle laws or an act of a Family Member [or another Insured] – standard to include; some states may object to “other Insured” language, in which case it can be removed
- [REPATRIATION BENEFIT] – optional with either Accidental Death or Accidental Death & Specific Loss
  - [more than [60-200] miles from the Insured’s normal place of Residence] – 75 is standard, option to increase or decrease
  - [outside of his/her Home Country] – optional language (non-standard), particularly for groups traveling internationally
  - Definitions: [Home Country: The country where an Insured Person [has his or her true, fixed and permanent Residence] [holds a current and valid passport].] – only if benefits are payable outside of his/her Home Country (see above, 2<sup>nd</sup> bullet); standard is to reference permanent Residence, but option to use valid passport language.
- [SEAT BELT [AND AIR BAG] BENEFIT] – optional with either Accidental Death or Accidental Death & Specific Loss; standard to exclude air bag benefit, with option to include
  - [and the Automobile was equipped with Air Bag(s)] – included if air bag benefit selected by Policyholder
  - 1. [Proof that the Automobile was equipped with Air Bags and that the Air Bag properly inflated upon impact may also be required.] – included if air bag benefit selected by Policyholder
  - 2. [No payment will be made for an Air Bag Benefit if at the time of the Accident the Insured was not in a seat for which the Automobile provided an Air Bag, and wearing a Seat Belt.] - included if air bag benefit selected by Policyholder
  - 4.b. [or any passenger] – in or out; standard to include, though some states may object in which case it can be removed
  - Definitions: [Air Bag: An inflatable supplemental passive restraint system installed by the manufacturer of the Automobile that inflates upon collision to protect an individual from Injury and death. An air bag, without proper use of a lap and shoulder belt, is not considered a passive restraint device under this Benefit.] - included if air bag benefit selected by Policyholder
  - Definitions: Automobile: [The automobile must be a privately owned vehicle.] – option to remove to cover automobiles owned by the camp, sports organization, etc.
- [SURGICAL REATTACHMENT BENEFIT] - optional with Accidental Death & Specific Loss benefit only since it relates to dismemberment
  - [If an Insured Person sustains a dismemberment Loss payable under the Accidental Death and Specific Loss Benefit and the severed part is surgically reattached, We will pay the Maximum Benefit Amount shown in the Schedule of Benefits.] **OR** [If an Insured Person sustains a dismemberment Loss payable under the Accidental Death and Specific Loss Benefit, We will reimburse for Reasonable and Customary Charges Incurred to surgically reattach the severed body part, up to [1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100]% of the amount otherwise payable for the covered Loss as shown in the Schedule of Losses.] – benefit option to specify a flat dollar amount or pay a percentage of the AD&SL benefit payable

**Exclusions**

- General Exclusions: 1.e. the result of the Insured being under the influence of any drug, narcotic, intoxicant or chemical (unless prescribed by a Physician and taken according to the Physician’s instructions) as defined by the law of the jurisdiction in which the Accidental Injury occurred. – may vary by state. KY & LA modifications are likely.

## STATEMENT OF VARIABILITY

### POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS

- General Exclusions: 1.e. [Conviction is not necessary for determination of being “under the influence.”]- – standard, option to remove
- **General Exclusions: 1.f. intentionally self-inflicted, including suicide or attempt thereof, while sane [or insane]. – standard to include ‘or insane’**
- General Exclusions: 2. [or as a passenger in a Policyholder [owned] [leased] [chartered] [or] [operated] aircraft,] – non-standard, only available upon request, primarily for traveling sports teams and ICS
- General Exclusions: 3. [Any Accident where the Insured is the operator and does not possess a current and valid motor vehicle operator’s license (except in a Driver’s Education Program)] – standard, option to remove
- General Exclusions: 4. [An Accident that occurs while... unless such activity is specifically listed as a Covered Activity in the Schedule of Benefits.] – standard to include, option to remove
  - a. [participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;] - standard, option to remove
  - b. [riding, driving, or testing a motorized vehicle used in a race or speed contest, sport, exhibition work or test driving. Motorized Vehicle for purposes of this provision means any self-propelled vehicle or conveyance, including [but not limited to] automobiles, trucks, motorcycles, ATV’s, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats, and personal watercraft. Motorized Vehicle does not include a Medically Necessary motorized wheelchair,] - standard, option to remove
- General Exclusions: 5. [or a bacterial infection that results from the Accidental ingestion of contaminated substances] – standard; always included in MO; option to remove (except MO)
- [Additional exclusions for the [[Basic] Accident Medical Expense] [and] [Catastrophic Accident Medical Expense] Benefit] – only applicable if AME, Basic AME or Cat AME selected by Policyholder
- 12. [Expenses Incurred for subsequent repairs and replacement of [prosthetic devices] [and] [orthopedic braces and appliances] – standard, option to remove & cover replacements/repairs

[Subrogation and Recovery Rights] – optional; primarily applicable to Cat AME; language may vary by state

- Third Party(ies): Any person, firm, or corporation other than the Insured Person [or the Policyholder]. [The Policyholder will be considered a Third Party only if the Policyholder’s gross negligence has or may have caused, contributed to or aggravated the Injury or condition for which the Insured claims an entitlement to Policy Benefits.] – standard to exclude Policyholder in definition of Third Party. If Policyholder is to be considered a Third Party, the 2<sup>nd</sup> bracketed sentence should be included.

#### Claim Provisions

- Notice of Claim
  - Written notice must be sent to Our Home Office or to one of Our representatives within [20, 30, 60, 90, 120, 150, 180, 365] days after a covered loss occurs or starts – standard 60 days or state mandated days.
  - If the notice cannot be sent within [20, 30, 60, 90, 120, 150, 180, 365] days, it must be sent as soon thereafter as reasonably possible – standard 60 days
- Proof of Loss
  - Written proof of loss must be sent to Our Home Office or to one of Our representatives within [15, 30, 31, 45, 60, 90, 120, 150, 180, 365] days after... - standard 90 days
- Payment of Claim
  - Paragraphs 1-3 – bracketed because they are related to loss of life benefits (only applicable if AD or AD&SL are purchased)
  - We may pay up to \$[500, 1,000, 1,500, 2,000, \$3,000] to the Insured’s parent or legal guardian - standard \$1,000 (may need to vary by state)

## STATEMENT OF VARIABILITY

### POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS

- We may, at Our option, pay Covered Expenses to the Insured's hospital, medical transport service or other Provider.
- Time of Payment – The standard language is within 30 days but for the following states we will follow the mandated requirements: FL is 20 days for electronic claims, GA is 15 days, HI is 15 days for electronic claims, MS is 25 days for electronic claims, NH is 15 days for electronic claims, ND is 15 days, TN is 21 days for electronic claims.
- Common Accident – applicable only if AD or AD&SL are purchased
- Legal Action – [3, 5, 6] –Standard is 3 years. In MN and TN, 5 years In AL, 6 years

#### General Provisions

- Incontestability – [except for material fraudulent misstatements] – standard to include; may vary by state

**STATEMENT OF VARIABILITY  
POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS**

**NSHBA 2500 Sched- SCHEDULE OF BENEFITS**

**The following are either in or out:**

- Policyholder
- Policy Number
- Policy Effective Date
- Policy Termination Date
- [First] Policy Term – with option to specify first or subsequent policy terms
- Policy Anniversary Date

**The following are either in or out, and only applicable if there entity is a participating org:**

- Participating Organization
- Participating Organization Effective Date
- Participating Organization Termination Date
- Participating Organization [First] Policy Term
- Participating Organization Anniversary Date

[The methodology for calculating Reasonable & Customary Charges is based upon the [50, 55, 60, 65, 70, 75, 80, 85, 90, 95]th percentile.]

**Eligible Class(es):** ability to define eligible persons by class; table would expand if there are more than 3 eligible classes. Examples of Eligible Persons are as follows: delegates, guests, members, active members in good standing, non-member participants, counselors, directors, coaches, trainers, staff, participants, registered and paying participants, spectators, students, full-time students, part-time students, teachers, volunteers, ticket holders, teams, officials, pit crew, children under the care of the Policyholder, officers, committee persons, employees, delivery persons, others as defined in the text

**Covered Activities:** ability to define covered activities by class or include one definition for all classes; table would expand if necessary. Examples of Covered Activities are as follows:

- Participation in [or attendance at] activities sponsored by [and under the direct supervision of] the policyholder [and while traveling directly to or from such activities]. Such activities include: meetings, club activities, recreational, bible school and/or study school, land trip or tour, air trip, amateur circus, dance activity, bicycle motocross, tractor pull, defined short activities, other as defined in the text
- Participation in [or attendance at] activities sponsored by and under the direct supervision of the policyholder [and while traveling between the Insured’s home premises and the meeting place to participate in or attend such activities].
- On the premises to which the Insured has been assigned by the Policyholder for the purpose of officiating; [while traveling directly to or from such premises].
- Other, as defined in the text

**Aggregate Limit of Liability:** \$[25,000 to 25,000,000]] – Option to select-

<b>[Combined Individual Maximum (per Insured per [Policy Term])[Injury][Lifetime]:</b>	\$[5,000 to 1,000,000]]	<b>Description of Variable:</b>
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For each benefit, we have the option to specify to which classes the benefit is applicable (Class [1] [2] [3]). Different benefit and/or benefit limits may be applicable per class based upon selections made by the Policyholder.

**STATEMENT OF VARIABILITY  
POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS**

<b>ACCIDENT MEDICAL EXPENSE BENEFIT</b>		<b>Description of Variables</b>
Maximum Benefit Amount:	[\$500 to 1,000,000] per Insured per [policy term, Injury, lifetime]	\$500-5000 in \$500 increments; \$5000-10,000 in \$2,500 increments; 10,000-100,000 in \$5,000 increments; 100,000-1,000,000 in \$50,000 increments
Deductible:	[\$0 to 15,000] per Insured per [policy term, Injury]	\$0-25 in \$5 increments; \$25-250 in \$25 increments; \$250-2,000 in \$250 increments; \$2,000-15,000 in \$500 increments; per policy term or injury
[Deductible Incurral Period:	[1-5] years]	Standard for Basic AME is not to include; option to include in 1 year increments
Benefit Percentage:	[[50-100]% of U&C] or [[50-100]% of R&C up to \$[5,000-50,000], then [80-100%]	1) flat 80, 90, 100% standard; option to pay a different percentage after a specified limit has been reached 2) 5% increments for %; \$500 increments
Loss Period:	[30, 60, 90, 120, 180, 356] days	NW standard is 90 days
Benefit Period:	[[1-5] years]	in 1 year increments

**Covered Expenses:** {the following table only applicable to the extent that benefit sub-limits apply}

[Note: Benefits for Covered Expenses shown below are subject to the Maximum Benefit Amount, Deductible, [Deductible Incurral Period,] Benefit Percentage, Loss Period, and Benefit Period shown above, unless otherwise specified. [Benefits sub-limits shown below are per Insured Person per Injury, unless otherwise specified.] – Deductible Incurral reference, only if applicable.		
[Inpatient Hospital Services	-	-
[Room & Board – Semi-Private or Private	[Maximum \$[100-2,000] per day] [[50-100]% of average semi-private room rate] [up to a maximum of 30 days]]	\$ max in \$25 increments; in 5% increments; option to limit number of days
[Room & Board – Intensive Care or Critical Care Units	[Up to 2 times the average semi-private room rate] [up to a maximum of 30 days]] [[50-100]% of R&C]	Standard is up to 2x; option to limit number of days or to pay a % of R&C (in 5% increments)
[Hospital Miscellaneous Expense (including general nursing care)	Maximum \$[100-300 per day] [up to] \$[1,000-5,000]]	\$25 increments per day; \$100 increments for max
[Outpatient Hospital Services	-	-
[Room & Board (less than 24 hour stay)	Maximum \$[50-500]]	\$10 increments
[Hospital Miscellaneous Expense	Maximum \$[50-500]]	\$10 increments
[Emergency Room Services	[Maximum \$[50-500]] [if rendered within 72 hours of Injury]]	\$10 increments; standard to impose 72 hour requirement; option to remove
[Physician Services		
[Physician Non-Surgical Services	Maximum \$[10-50 per visit] [up to] [10-20] visits]]	in \$5 increments, in 1 visit increments

**STATEMENT OF VARIABILITY  
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[Physician Surgical Services, Inpatient or Outpatient]	[Maximum \$[50-5,000]] [[50-100]% of R&C] [(limited to primary procedure per surgery)]	in \$50 increments; 5% increments; option to limit to primary procedures only
[Assistant Surgeon]	[25, 30]% of Physician Surgical Maximum]	standard 25%
[Anesthetist Services]	Maximum \$[50-2000] [[50-100]% of R&C] [[12.5, 25, 30]% of Physician Surgical Maximum]	standard 25% of surgeon max or 80,90,100% of R&C; 5% increments, \$50 increments for max if dollar amount (non-standard)
[Physician, Emergency Room]	Maximum \$[800-1,000]	\$50 increments
[X-Ray and Diagnostic Imaging Services]	Maximum \$[25 - 1000] for [Inpatient or] Outpatient]	\$10 increments to \$100; in \$50 increments from 100 to 1000
[Laboratory Services]	Maximum \$[25 - 1000] for [Inpatient or] Outpatient]	\$25 increments; option to include IP (non-standard)
[Combined X-Ray, Diagnostic Imaging and Laboratory Services]	Maximum \$[25 - 1000] for [Inpatient or] Outpatient]	\$50 increments; option to include IP (non-standard)
[Ground Ambulance Services]	[Not Covered] [Maximum \$[75-5,000]]]	\$5 increments to \$100, in \$50 increments to 500, in \$250 increments to \$5000; option to not cover
[Air Ambulance Services]	[Not Covered] [Maximum \$[500-5,000]]]	in \$50 increments to \$500, in \$250 increments to \$5000; option to not cover
[Combined Ground and Air Ambulance Services]	[Not Covered] [Maximum \$[75-5,000]]]	in \$5 increments to \$100, in \$50 increments to 500, in \$250 increments to \$5000; option to not cover
[Durable Medical Equipment]	[Maximum \$[100-2,500]]] [post-surgical only] [including Orthopedic Braces and Appliances]	in \$25 increments to 500, then \$500 to 2500; option to limit to post-surgical only; option to include orthopedics in max
[Orthopedic Braces and Appliances]	[Not Covered] [Maximum \$[100-2,500] [per brace or appliance]]]	in \$25 increments to 500, then \$500 to 2500; option to include orthopedic brace and appliances; option to not cover
[Prosthetic Devices]	[Not Covered] [Maximum \$[100-2,500]]]	in \$25 increments to 500, then \$500 to 2500; option to not cover
[Dental Services]	Maximum [[\$50-250] per tooth] [up to] [\$[100-25,000]] [per policy term]	in \$25 increments per tooth; \$50 increments max to 1K, then \$500 increments to 10K, then 5K to 25K; standard to include dental max. Options include: 1) per tooth max, 2) per tooth max up to max amount, 3) max amount; standard limit per injury with option to limit per policy term
[Outpatient Physical [Occupational] [and] [Speech] Therapy]	[Maximum \$[20-500] per visit] [limited to one visit per day] [for a maximum of [5-25] visits] [up to a] [maximum of \$[100-250,000]] [per [calendar year, Policy Term]]] [including Chiropractic Services]]	Per visit max in \$5 increments to \$50, \$25 increments to \$500; max of 5 visits standard; overall max in \$25 increments from 100 to 500, 500 increments from 500 to 25K, 25K increments from 25K to 250K; standard to limit to one visit per day; option to remove limitation to match

**STATEMENT OF VARIABILITY  
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		competitor offerings; Option to include occupational and/or speech therapy; Option to include chiro in this max or have separate limit; standard limits per injury with option for calendar year or policy term max
[Chiropractic Services]	[Maximum \$[20-500] per visit] [limited to one visit per day] [for a maximum of [5-25] visits] [up to a] [maximum of \$[100-250,000]] [per [calendar year, Policy Term]]]	Per visit max in \$5 increments to \$50, \$25 increments to \$500; max of 5 visits standard; overall max in \$25 increments from 100 to 500, 500 increments from 500 to 25K, 25K increments from 25K to 250K; standard to limit to one visit per day; option to remove limitation to match competitor offerings; standard limits per injury with option for calendar year or policy term max
[Inpatient Rehabilitative Services, including Skilled Nursing and Sub-Acute Facility Care]	Provided such care commences within [2-10] days of a Hospital Confinement of [5-10] days or more]	standard to exclude limitation; option to include; 1 day increments
[Mental and Nervous Disorders]	[Not Covered]]	standard to include; option to exclude
[Prescription Drugs]	[Not Covered] [Maximum \$50-5,000]]	standard to include; option to exclude or to add a max benefit amount. \$5 increments to \$100, in \$50 increments to 500, in \$250 increments to \$5000; option to not cover
[Home Health Care]	[Not Covered] [Maximum \$[20-100] per visit] [for a maximum of [5-50] visits] [up to a] [maximum of \$100-5,000] [per [calendar year, Policy Term]]]]	Per visit max in \$5 increments; visit limit in 5 visit increments; max benefit in \$25 increments from 100 to 500, 250 increments from 500 to 5K; option to not cover; standard limits per injury with option for calendar year or policy term max

<b>[CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFIT</b>		<b>Description of Variables</b>
Maximum Benefit Amount:	[\$[25,000 to 15,000,000] per Insured per [policy term, Injury, lifetime]	25,000-100,000 in \$5,000 increments; 100,000-1,000,000 in \$50,000 increments; 1MM-15MM in \$500K increments
Deductible:	[\$[15,000 to 75,000] per Insured per [policy term, Injury]	\$5K increments
Deductible Incurral Period:	[1-5] years	2 standard
Benefit Percentage:	[[[50-100]% of U&C] or [[50-100]% of U&C up to \$[50,000 – 5,000,000], then [80-100]%]	5% increments for percentages; 50K-1MM in \$50,000 increments; 1MM-5MM in \$500K increments
Loss Period:	[30, 60, 90, 120, 180, 356] days	
Benefit Period:	[[[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]	

**Covered Expenses:** {the following table only applicable to the extent that benefit sub-limits apply}

[Note: Benefits for Covered Expenses shown below are subject to the Maximum Benefit Amount, Deductible, [Deductible Incurral Period,] Benefit Percentage, Loss Period, and Benefit Period shown above, unless otherwise

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specified. [Benefits sub-limits shown below are per Insured Person per Injury, unless otherwise specified.]		
[Inpatient Hospital Services		
[Room & Board – Semi-Private or Private	[Maximum \$[100-2,000] per day] [[50-100]% of average semi-private room rate] [up to a maximum of 30 days]]	\$ max in \$25 increments; in 5% increments; option to limit number of days
[Room & Board – Intensive Care or Critical Care Units	[Up to 2 times the average semi-private room rate] [up to a maximum of 30 days]] [[50-100]% of U&C]]	standard is up to 2x; option to limit number of days or to pay a % of R&C (5% increments)
[Air Ambulance Services	[Not Covered] [Maximum \$[500-5,000]]]	in \$50 increments to \$500, in \$250 increments to \$5000; standard to exclude since this is cat coverage
[Prosthetic Devices	Maximum [\$50,000-100,000] <i>or</i> [\$100,000 during the first 2 years after a Covered Accident and \$100,000 (\$200,000 if amputation of the leg is above the knee) for each consecutive 10 year period immediately thereafter] [up to a lifetime maximum of \$500,000 (\$750,000 if amputation of the leg is above the knee)]]	in 10K increments; either/or
[Outpatient Physical [Occupational] and] [Speech] Therapy	[Maximum \$[20-500] per visit] [limited to one visit per day] [up to a] [maximum of \$[10,000-250,000]] [per] [calendar year, Policy Term]] [including Chiropractic Services]]	Per visit max in \$5 increments to \$50, \$25 increments to \$500; max of 5 visits standard; overall max in \$5K increments to 100K, 10K increments to \$250K; standard to limit to one visit per day w/ option to remove limitation. standard limits per injury with option for calendar year or policy term max; option to include chiro in limit
[Chiropractic Services	[Maximum \$[20-500] per visit] [limited to one visit per day] [up to a] [maximum of \$[10,000-250,000]] [per] [calendar year, Policy Term]]]	Per visit max in \$5 increments to \$50, \$25 increments to \$500; max of 5 visits standard; overall max in \$5K increments to 100K, 10K increments to \$250K; standard to limit to one visit per day w/ option to remove limitation. standard limits per injury with option for calendar year or policy term max
[Inpatient Rehabilitation Services, including Skilled Nursing and Sub-Acute Facility Care	Maximum \$[250,000-500,000] [(limited to one visit per day)]]	In \$5K increments; standard \$365K; option to limit to one visit per day
[Mental/Nervous Disorders	-	-
[Physician Fees	Maximum \$[50-90] per visit, limited to one visit per day, for a maximum of [30-60] visits]	\$5 increments per visit; 5 visit increments Standard \$70 per visit, 50 visits
[Inpatient Hospital	Maximum up to [40, 45, 50] days]]	standard 45 days
[Prescription Drugs	[Not Covered] [Maximum \$1,000 - 10,000]]	option not to cover or to impose a max limit; limit in \$500 increments
[Home Health Care Services	Maximum \$[100,000-250,000]]	in \$25K increments

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[Custodial Care Services	Maximum \$[100,000-250,000]]	in \$25K increments
[Combined Home Health Care and Custodial Services	Maximum \$[100,000-250,000]]]]	in \$25K increments

<b>[ACCIDENTAL DEATH [AND SPECIFIC LOSS] BENEFIT</b>		<b>Description of Variables</b>
Aggregate Limit of Liability	[\$25,000 to \$25,000,000] or [5-10] times the Principal Sum]]	Variable of \$1000; including 25,000, 250,000, 500,000, 1MM, 5MM, 10MM, & 25 MM
Accidental Death (Principal Sum):	[\$1,000 to \$5,000,000]	Variable of \$1000; including 1500, 2500, 7500, 12500 & 17500.
[Specific Loss (Principal Sum):	[\$1,000 to \$5,000,000]]]	Variable of \$1000; including 1500, 2500, 7500, 12500 & 17500

The following additional benefits will only appear in the schedule if selected and applicable as defined in the policy.

<b>[ARTIFICIAL LIMB OR PROSTHETIC DEVICE BENEFIT</b>		<b>Description of Variables</b>
Lifetime Max	[\$50,000-100,000]]	In \$5K increments
Maximum Benefit Amount (for each covered Loss):		-
One arm or hand	[\$10,000-20,000]	in \$500 increments
One leg or foot	[\$5,000-10,000]	in \$500 increments
One or both eyes	[\$2,000-4,000]	in \$500 increments
Both arms or hands	[\$15,000-40,000]	in \$500 increments
Both legs or feet	[\$8,000-20,000]]	in \$500 increments

<b>[COMMON CARRIER BENEFIT</b>		<b>Description of Variables</b>
Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100, 125, 150, 175, 200]% of the amount otherwise payable for the covered Loss]	50% standard

<b>[FELONIOUS ASSAULT BENEFIT</b>		<b>Description of Variables</b>
Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100]% of the amount otherwise payable for the covered Loss]	25% standard
[Maximum Benefit Amount:	[\$1000-2,000,000]]]	1) Standard to include a max benefit amount, w/ option to remove 2) in \$500 increments to 10K; \$5,000 increments from 10K to 100K; \$25,000 increments from 100K to 200K; standard 50K

<b>[REPATRIATION BENEFIT</b>		<b>Description of Variables</b>
Maximum Benefit Amount:	[\$1,000-200,000]	in \$500 increments to 10K; \$5,000 increments from 10K to 100K; \$25,000 increments from 100K to 200K

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<b>[SEAT BELT [AND AIR BAG] BENEFIT</b>		<b>Description of Variables</b>
Seat Belt	[[5-50]% of the Accidental Death Principal Sum] [up to] [\$500 – 500,000]	5% increments; standard to specify max dollar limit; \$500 increments to 25K, \$5K increments to 50K, \$25K increments to 500K
[Air Bag	[[5-50]% of the Accidental Death Principal Sum] [up to] [\$500 – 500,000]]]	

<b>[SURGICAL REATTACHMENT BENEFIT</b>		<b>Description of Variables</b>
[Benefit Percentage:	[1, 2, 3, 4, 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 75, 100]% of the amount otherwise payable for the covered Loss]	50% standard; either benefit percentage of max benefit amount – not both
[Maximum Benefit Amount	[\$1,000-200,000]]]	1) either benefit percentage or max benefit amount – not both 2) in \$500 increments to 10K; \$5,000 increments from 10K to 100K; \$25,000 increments from 100K to 200K

**RIDERS ATTACHED AT ISSUANCE** – section only included if riders are applicable; each rider only included if applicable based upon policyholder elections; will insert final state form numbers into the schedule of benefits (did not in filed version, because they may end up varying by state)

**Basic Policyholder/Participating Organization Application**

**Blanket Accident Insurance [Policyholder, Participating Organization] Application –**

**Policyholder Information** – section always applicable

[Previous] Policy Number – if policyholder app, include previous; if participating org app, do not include previous

The following are not applicable to the form if a Participating Organization app: mailing address, city, state, zip, county, phone, administrative contact, fax number, title, e-mail address

**Participating Organization Information** – only included if a participating organization app

[Previous Policy Number] – optional field

**Premium Payment**

(b) premium will be paid as follows:

Examples include: per player per class, per instructor per class, in quarterly installments

**[Participating Organization Agreement** – only applicable if participating organization app

The trust agreement and the Policy issued to the Trust are available for examination by the Participating Organization at the office of the Administrator, {insert address here}. – will insert TPA address as applicable

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**RIDERS:** Each of the following riders are optional benefits or provisions. Benefit limits are defined within the rider. Rules for issuance are defined below, as are standards.

Bracketed Policyholder information will be filled in with the actual policyholder name, address, etc.

**NSHBA 2400 AEB A: ADJUSTMENT EXPENSE BENEFIT RIDER** – only an offering in conjunction with Cat AME

- Maximum Lifetime Benefit: \$[30,000 – 100,000] – in \$5,000 increments
- Benefit Period: [[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]
- Training of Family Members: \$[2,500-5,000] – in \$250 increments
- Travel of Family Members: \$[2,000-6,000] – in \$250 increments
- Medically Necessary Family Counseling
  - \$[50-90] – standard \$70, in \$5 increments
- Lost Earnings: not to exceed [\$200-1,000] per week for a maximum of [13, 26] weeks during the Benefit Period specified above – \$500 max for 13 weeks is standard; in \$50 increments, in 1 week increments
- Definitions: Regular Job – only if “which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician” is used
- Definitions: Total Disability: #1 – either/or

**NSHBA 2400 AMD A: AMENDMENT RIDER** – to be issued when there is one of the changes to the Policy or Schedule of benefits as specified in the variable portion of the rider. A revised Schedule of Benefits may be attached, or the modified information may be included directly in this rider.

**NSHBA 2400 ANC A: ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT RIDER** – only an offering in conjunction with Cat AME

- Maximum Lifetime Benefit: \$[50,000 - 150,000] – in \$5K increments
- Deductible: \$[2,000 - 5,000] – in \$500 increments
- Benefit Period: [[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]
- Definitions: Regular Job – only if “which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician” is used
- Definitions: Total Disability: #1 – either/or

**NSHBA 2400 CRM A: CATASTROPHE CASH BENEFIT RIDER**

- Will not be offered in conjunction with Paralysis or Coma Riders. Standard to include brain death and uniplegia benefits, though option to exclude.
- Maximum Benefit Amount: \$[10,000 – 2,000,000] – in \$1K increments to \$25K, in \$25K increments to \$250K, in \$50K increments to \$1MM, 500K increments to 2MM
- [Initial Lump Sum Benefit]: \$[100,000 – 200,000] – in \$10K increments
- [Monthly Maximum Amount]: \$[2,500-3,750] per month] – in \$50 increments; will vary based upon the initial lump sum amount and the benefit period selected by the policyholder
- [Yearly Maximum Amount]: \$[30,000-45,000] per year] – in \$1K increments; will vary based upon the initial lump sum amount and the benefit period selected by the policyholder
- Loss Period for paralysis/coma [30, 60, 90, 120, 180, 365] - standard 180 days
- Waiting Period for paralysis/coma: [1, 2, 3, 4, 6, 9, 12] - standard 6 months
- Loss Period for Brain Death: [30, 60, 90, 120, 180, 365] - standard 365 days
- Waiting Period for Brain Death: [1, 2, 3, 4, 6, 9, 12] - standard 12 months
- Benefit payout options:
  - Lump Sum Only: maximum benefit amount is payable at the end of the waiting period specified
  - Monthly/Yearly Benefit: option for monthly or annual payout; maximum benefit amount divided by number of months/years in the benefit period stated (5-20 years or 60-240 months)

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- Lump Sum then Monthly/Yearly Benefit: combo of the two above; lump sum benefit will equal the % of maximum benefit amount payable for the brain death benefit, if applicable (generally 20%) with the remainder paid on a monthly/annual basis for the remainder of the benefit period
- Option to pay brain death benefit in a lump sum only
- Paraplegia: [50,75,100]% - Percentage standard 100%
- Hemiplegia: [50,75,100]% - Percentage standard 75%
- Uniplegia: when applicable, [25, 50]% - Percentage standard 50%
- Brain Death: when applicable, [20, 25, 50, 100]% - Percentage standard 20%
- [If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions: 1. [Accidental Death [and Specific Loss] Benefit]; 2. Catastrophe Cash Benefit; the total amount payable will not exceed the Maximum Benefit Amount for the largest Benefit.] – only included if AD or AD&SL are sold in conjunction with the Cat Cash benefit
- Definitions: Brain Death – only when applicable
- Definitions: Uniplegia – only when applicable
- Definitions: Waiting Period – only include [Brain Dead] when applicable

#### NSHBA 2400 COL A: COLLEGE EDUCATION BENEFIT RIDER – only an offering in conjunction with Cat AME

- Maximum Lifetime Benefit: [\$50,000-120,000] – in \$5K increments
- [Loss Period: [2-10] years] – in 1 year increments
- [Benefit Period: [5, 8, 10, 15, 20] years] – 8 years standard
- [tuition expenses] OR [the full standard cost of attendance] – either/or
- [at the school or alternative institution such person was [enrolled or] attending at the time of the covered Accident] – standard to exclude, though may limit reimbursement to school the individual was attending or enrolled or attending (for other groups with college-bound participants)
- To qualify for this Benefit, the Totally Disabled Insured Person must [commence or] recommence – addition of “commence” is only applicable to groups insuring students not yet in college.
- [The maximum Benefit payable in any one calendar year will not exceed one-quarter (1/4) of the Maximum Lifetime Benefit.] – standard; option to remove yearly cap
- [The total Benefit payable shall not exceed the lesser of the comparable full cost of attendance or the Maximum Lifetime Benefit. The full standard cost of attendance shall be as determined by the financial aid office at the particular school, net of any other financial aid received by the Insured Person and excluding ordinary living, traveling or clothing expenses.] – only if benefit is for full cost of attendance
- Definitions: Regular Job – only if “which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician” is used
- Definitions: Total Disability: #1 – either/or

#### NSHBA 2400 CMA A:COMA BENEFIT RIDER

- Offered as option in lieu of the Cat Cash Benefit. Or, could offer in addition, but Benefits would end when the individual becomes eligible for cat benefit. Excludes paralysis and brain death. Lump sum payment only. Likely will not be sold in conjunction with the Paralysis Benefit. If both paralysis and coma are requested, should direct the policyholder to the Cat Cash benefit.
- Maximum Benefit Amount: \$[1,000 – 2,000,000] per [Injury] [Lifetime] - \$1K increments to 10K, 5K increments from 10K to 100K, 50K increments from 100K to 2MM (500K increments); per injury or lifetime
- The Injury renders the Insured Comatose within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred. – 90 standard
- The Insured must be in a Coma continuously for [1, 2, 3, 4, 6, 9, 12, 18, 24, 36] months – 6 months standard
- [If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions: 1. [Accidental Death [and Specific Loss] Benefit]; 2. [Paralysis Benefit;] or 3. Coma Benefit; the total amount payable will not exceed the Maximum Benefit Amount for the

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largest Benefit.] – only applicable if AD&SL was purchased; paralysis and coma are not likely to be purchases together, so we will only indicate benefits applicable to what was purchase

- [The Coma Benefit is subject to the Accidental Death [and Specific Loss] Benefit Aggregate Limit of Liability as shown in the Schedule of Benefits.] – option to include

#### NSHBA 2400 CTC A: CRISIS MANAGEMENT BENEFIT RIDER

- Maximum Benefit Amount: [\$10,000 – 50,000] per Incident - in \$2500 increments
- Definitions: Total Disability: #1 – either/or

#### NSHBA 2400 DBL A: DISABILITY BENEFIT RIDER

- [Total Disability Maximum Benefit Amount (per week): \$[25-1,500]] - \$25 increments
- [Total Disability Maximum Benefit Amount (per month): \$[200-2,000]] - \$25 increments
- [Total Disability Benefit Period: [13, 26, 52, 104, 260] weeks or [5, 10] years]
- [Partial Disability Maximum Benefit Amount (per week): \$[25-1,000]] - \$25 increments
- [Partial Disability Maximum Benefit Amount (per month): \$[200-2,000]] - \$25 increments
- [Partial Disability Benefit Period: [13, 26, 52, 104, 260] weeks or [5, 10] years]
- If an Insured Person suffers an Accidental Injury while participating in a Covered Activity which results in Total Disability within [30, 60, 90] days from the date of the Accident – 90 day standard
- [(subject to any reduction – see below)] – only if reduction is applicable
- Total Disability
  - [Benefits will be paid following a [1, 3, 7, 14, 30, 60, 90, 120, 180] day elimination period [retroactive to the first day of Total Disability]. The elimination period begins on the first day of the Insured's disability. [No Benefit will be paid for the elimination period.] *or* [Benefits start on the first day of Total Disability.] – options to start payment after the elimination period or begin paying benefits retroactively to first day of disability; option to include or exclude an elimination period
  - [The date the Insured reaches age [70, 75] [(except if Total Disability begins after age [68,73] but before age [70,75], the weekly Benefit will be payable for up to 104 Weeks)];] – standard 70 & 68
- [Partial Disability] – This is a benefit offered in addition to Total Disability
  - [Benefits will be paid following a [1, 3, 7, 14, 30, 60, 90, 120, 180] day elimination period [retroactive to the first day of Partial Disability]. The elimination period begins on the first day of the Insured's disability. [No Benefit will be paid for the elimination period.] *or* [Benefits start on the first day of Partial Disability.] - options to start payment after the elimination period or begin paying benefits retroactively to first day of disability; option to include or exclude an elimination period
  - [The Insured is age [70, 75];] – standard 70
- [No Benefit is payable [if the Insured had no earnings at the time of the Accident causing the Injury or] for an Insured age [70, 75] or older on the date of the Accident.] – standard “no benefit is payable for an Insured age 70 or older on the date of the accident”
- [Reductions]
  - [70-100]-percent of his or her Average Weekly Earned Income for Total Disability [and more than [50-85]-percent of his or her Average Weekly Earned Income for Partial Disability – in 5% increments; bracketed partial disability reference only applicable if partial disability is included
  - [In no event will the Benefit amount payable be less than [25% of the weekly Maximum Benefit Amount shown above] [\$[100, 125, 150] per week].] – option to specify 25% or a dollar figure, \$100 standard
- [COLA]
  - [3, 4]% - 3% standard
  - [An Insured Person can receive up to [3, 4, 5] annual increases.] – 3 standard
- Definitions
  - [Average Weekly Earned Income] – applicable if reductions apply
  - [Income from Other Sources] – applicable if reductions apply
  - [Partial Disability] – applicable if partial disability applies

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- Period of Disability – periods of disability separated by less than [60, 90, 120, 180] days will be considered one period of disability – 60 day standard
- Total Disability – 1. [throughout the first [52, 104] weeks,] – if removed, #2 does not apply
- Total Disability – 2. [which, after the first [52, 104] weeks, keeps the Insured from performing the substantial and material duties of any job for which he or she is reasonably suited or qualified by education, training, or experience;] – only if corresponding section is included under Total Disability #1

#### NSHBA 2400 ERM A: EMERGENCY MEDICAL EVACUATION [WITH FAMILY TRAVEL] BENEFIT RIDER

- Maximum Benefit Amount: \$[25,000 – 500,000] - in 5K increments to \$50K, then \$10K to 100K, then \$25K increments to 500K
- [The Assistance Provider] – flexibility to include the name of the assistance provider (vendor) in the policy OR to provide details in a brochure or other documentation to the policyholder and the insured; Nationwide or its TPAs will contract directly with the assistance provider
- [or Emergency Sickness(es)], [or all Emergency Sicknesses from the same or related causes]. – option for emergency sicknesses only
- Emergency Evacuation
  - outside a [60-200] mile radius – 75 standard
  - [No Benefits are payable for expenses Incurred after the date the Insured Person's coverage under the Policy terminates. However, if on the date of termination the Insured is Inpatient Confined in a Hospital, then coverage under this benefit provision continues until the earlier of the date such Confinement ends or the end of the 31<sup>st</sup> day after the date of termination.] – optional extension of benefits
- [Family Travel]
  - [5-10 days] – 5 is standard; option to increase to 10 in increments of 1 day
  - outside a [60-200] mile radius – 75 standard
  - [to return to their current place of primary residence, with an attendant if necessary, any of the Insured's Children who were accompanying the Insured when the Injury [or Emergency Sickness] occurred.] – n/a to the extend that the policy will cover insureds who are all children (no staff, volunteers, etc.)

#### NSHBA 2400 EME A:EMERGENCY ROOM BENEFIT RIDER – benefit intended primarily for camps

- Maximum Benefit Amount: \$[100-5,000] per [Sickness] [Policy Term] – in \$50 increments

#### NSHBA 2400 EXC A: EXCESS BENEFIT RIDER – standard to include; option for primary coverage, in which case the rider does not apply; applicable to AME, Basic AME, Cat AME, Emergency Room Benefit Rider, and Sickness Medical Expense Rider

- [or Sickness(es)] – applicable only if Sickness Medical Expense Rider was selected by the policyholder
- [This limitation does not apply to the first [\$100, 150, 200] of medical Expenses Incurred.] – standard to not offer allowance; if offered, limit standard is \$100; options to increase allowance for primary coverage
- [Eligible medical expenses payable under any Health Care Plan will be used to satisfy or reduce the Deductible.] – only if integrated deductible option selected by Policyholder
- [When an Insured has other coverage that is primary under another Health Care Plan, a penalty will apply if he or she does not use the facilities or services of the other Health Care Plan. In such case, the Benefits otherwise payable under this Policy and this Rider will be reduced by 50%. This reduction shall not apply to emergency treatment required within 24 hours of an Accident when the Accident occurs outside the geographic area served by the other Health Care Plan.] – standard to exclude reduction language; option to include (rate impact)

#### NSHBA 2400 PAR A: PARALYSIS BENEFIT RIDER

- Offered as option in lieu of the Cat Cash Benefit. Or, could offer in addition, but Benefits would end when the individual becomes eligible for cat benefit. Lump sum payment only. Likely will not

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be sold in conjunction with the Coma Benefit. If both paralysis and coma are requested, should direct the policyholder to the Cat Cash benefit.

- Standard to include uniplegia; option to exclude
- Maximum Benefit Amount: \$[1000 – 2,000,000] per [Injury] [Lifetime] - \$1000 increments to 100K, 50K increments from 100K to 1MM; \$500K increments to 2MM
- The Loss must occur within [30, 60, 90, 120, 180, 365] days after the date on which the Accident occurred. – 90 standard
- The Insured must be Paralyzed continuously for [1, 2, 3, 4, 6, 9, 12, 18, 24, 36] months – 6 months standard
- Paraplegia: [50,75,100%] – 75% standard
- Hemiplegia: [50,75,100%] – 50% standard
- [Uniplegia: [25, 50]%] – 25% standard
- [If the Insured suffers a Loss for which a benefit is payable under more than one of the following Benefit provisions: 1. [Accidental Death [and Specific Loss] Benefit]; 2. Paralysis Benefit; [or 3.Coma Benefit]; the total amount payable will not exceed the Maximum Benefit Amount for the largest Benefit.] – only applicable if AD&SL was purchased; paralysis and coma are not likely to be purchases together, so we will only indicate benefits applicable to what was purchase
- [The Paralysis Benefit is subject to the Accidental Death [and Specific Loss] Benefit Aggregate Limit of Liability as shown in the Schedule of Benefits.] – option to include

#### NSHBA 2400 PTD A:PERMANENT TOTAL DISABILITY BENEFIT RIDER

- Maximum Benefit Amount: \$[1,000 – 2,000,000] - in \$500 increments to 10K; \$5,000 increments from 10K to 100K; \$25,000 increments from 100K to 200K
- [Monthly Benefit Amount: \$[25 – 5,000]] - in \$25 to 500, \$250 from 500 to 5000
- Either a monthly benefit or lump sum payment option.
- Monthly Benefit
  - Loss Period [90, 120, 180, 365] days: 180 standard
  - Waiting Period: [6, 12, 15, 18, 24] and [7, 13, 16, 19, 25]th – 12 & 13<sup>th</sup> are standard
  - [When the Insured is age [70, 75] [(except if Permanent Total Disability begins after age [68, 73] but before age [70, 75], the weekly Benefit will be payable for up to 104 weeks; or] – 70 & 68 standard
- Lump Sum Payment
  - Loss Period [90, 120, 180, 365] days: 180 standard
- [No disability Benefits will be paid for an Insured age [70, 75] or older on the date of the Accident.] – age 70 standard
- Initial Proof must be provided no later than [12, 18, 21, 24, 30] months after the date the Permanent Total Disability began. – 18 months standard

#### NSHBA 2400 SBN A: SEVERE BURN BENEFIT RIDER

- Maximum Benefit Amount: \$[1,000 – 1,000,000] per [Accident] [Lifetime] - in \$2,500 increments

#### NSHBA 2400 SME A:SICKNESS MEDICAL EXPENSE BENEFIT RIDER

- Rider Term: [January 1, 2010 – December 31, 2010] – as applicable
- Maximum Benefit Amount: \$[250-25,000] per Insured per [Sickness] [Policy Term] [Lifetime] – in \$250 increments to 5K, in \$2,500 increments to 25K
- Deductible: \$[0 -10,000] per Insured per [Sickness] [Policy Term] – \$0-25 in \$5 increments, \$25-250 in \$25 increments, \$250-\$2000 in \$250 increments, \$2,000-10,000 in \$500 increments;
- Benefit Percentage: [50-100]% of Reasonable and Customary Charges – in 5% increments
- Loss Period: [30, 60, 90, 120, 180, 365] days – standard is 90 days, will match AME loss period
- Benefit Period: [1, 2, 3, 4, 5] years – will match AME benefit period

## STATEMENT OF VARIABILITY

### POLICY, CERTIFICATE (If applicable), SCHEDULE OF BENEFIT AND RIDERS

[NSHBA 2400 SEB A: SPECIAL EXPENSE BENEFIT RIDER](#) – only an offering in conjunction with Cat AME

- Maximum Benefit Amount: [\$50,000 - 250,000] [during the first [5-10] years following the Covered Accident] [and \$[50,000] for each 10 year period thereafter] - in 5K increments; in 1 year increments.
- Benefit Period: [[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]
- Definitions: Regular Job – only if “which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician” is used
- Definitions: Total Disability: #1 – either/or

[NSHBA 2400 VRH A: VOCATIONAL REHABILITATION BENEFIT RIDER](#) – only an offering in conjunction with Cat AME

- Maximum Benefit Amount: \$[25,000 - 100,000] - in \$5000 increments
- Benefit Period: [[1, 2, 3, 4, 5, 10, 15, 20] years] or [Lifetime]
- #2 - [Payment by Us for any one hour of rehabilitation or counseling services will not exceed [\$100, 150, 200]] – option to limit per hour fee, standard \$150
- #3 - [[1, 2, 3] [year, years]]
- Definitions: Regular Job – only if “which keeps the Insured from pursuing his or her Regular Job, as certified by a Physician” is used
- Definitions: Total Disability: #1 – either/or