

SERFF Tracking Number: NELI-126759786 State: Arkansas
Filing Company: Philadelphia American Life Insurance Company State Tracking Number: 46418
Company Tracking Number: H-0089
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only
Product Name: H-0089
Project Name/Number: H-0089/H-0089

Filing at a Glance

Company: Philadelphia American Life Insurance Company

Product Name: H-0089

SERFF Tr Num: NELI-126759786 State: Arkansas

TOI: H02I Individual Health - Accident Only

SERFF Status: Closed-Approved-Closed
State Tr Num: 46418

Sub-TOI: H02I.000 Health - Accident Only

Co Tr Num: H-0089

State Status: Approved-Closed

Filing Type: Form/Rate

Author: Brian Hull

Reviewer(s): Rosalind Minor

Date Submitted: 08/08/2010

Disposition Date: 08/12/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: H-0089

Status of Filing in Domicile: Pending

Project Number: H-0089

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/12/2010

Explanation for Other Group Market Type:

State Status Changed: 08/12/2010

Deemer Date:

Created By: Brian Hull

Submitted By: Brian Hull

Corresponding Filing Tracking Number:

Filing Description:

RE: PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

NAIC # 67784 / FEIN # 74-1952955

NEW FORM FILING – INDIVIDUAL ACCIDENT EXPENSE PLAN

Form Number / Description

H-0089 / Accident Expense Policy

H-0089.AP / Application

H-0089.OC / Outline of Coverage

SERFF Tracking Number: NELL-126759786 State: Arkansas
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 Product Name: H-0089
 Project Name/Number: H-0089/H-0089
 H-0089.DR / Accident Disability Income Benefit Rider
 H-0089.BR / Brochure

The above captioned forms are being submitted for your review and approval. The forms will be marketed through independent and home office agents.

Company and Contact

Filing Contact Information

Brian Hull, bhull@neweralife.com
 200 Westlake Blvd. Ste. #1200 281-368-7278 [Phone]
 Houston, TX 77079

Filing Company Information

Philadelphia American Life Insurance Company CoCode: 67784 State of Domicile: Texas
 200 Westlake Park #1200 Group Code: 520 Company Type:
 Houston, TX 77079 Group Name: State ID Number:
 (281) 368-7200 ext. [Phone] FEIN Number: 74-1952955

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia American Life Insurance Company	\$150.00	08/08/2010	38596824
Philadelphia American Life Insurance Company	\$100.00	08/10/2010	38654943

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 Project Name/Number: H-0089/H-0089

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/12/2010	08/12/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	08/12/2010	08/12/2010	Brian Hull	08/12/2010	08/12/2010
Pending Industry Response	Rosalind Minor	08/11/2010	08/11/2010	Brian Hull	08/11/2010	08/11/2010
Pending Industry Response	Rosalind Minor	08/10/2010	08/10/2010	Brian Hull	08/10/2010	08/10/2010

SERFF Tracking Number: NELL-126759786 State: Arkansas
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Product Name: H-0089
Project Name/Number: H-0089/H-0089

Disposition

Disposition Date: 08/12/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NELL-126759786 State: Arkansas
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 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document (revised)	H-0089.AR redlined corrections	Approved-Closed	Yes
Supporting Document	H-0089.AR redlined corrections	Replaced	Yes
Form (revised)	Policy	Approved-Closed	Yes
Form	Policy	Replaced	Yes
Form	Policy	Replaced	Yes
Form	Application	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes
Form	Rider	Approved-Closed	Yes
Form (revised)	Brochure	Approved-Closed	Yes
Form	Brochure	Replaced	Yes
Rate	Rates	Approved-Closed	Yes

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Product Name: H-0089
Project Name/Number: H-0089/H-0089

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/12/2010

Submitted Date 08/12/2010

Respond By Date

Dear Brian Hull,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy, H-0089.AR (Form)

Comment:

In my last objection to you with respect to minor for whom the insured has filed a petition to adopt, I called to your attention the 60-day period that was outlined under ACA 23-79-137. The policy still contains a 31-day period.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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 Company Tracking Number: H-0089
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 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 08/12/2010
 Submitted Date 08/12/2010

Dear Rosalind Minor,

Comments:

Thank you for your review of our filing.

Response 1

Comments: I have corrected the 31 days to 60 days. Sorry about that oversight. Thank you

Related Objection 1

Applies To:

- Policy, H-0089.AR (Form)

Comment:

In my last objection to you with respect to minor for whom the insured has filed a petition to adopt, I called to your attention the 60-day period that was outlined under ACA 23-79-137. The policy still contains a 31-day period.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: H-0089.AR redlined corrections

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy	H-0089.AR		Policy/Contract/Fraternal Certificate	Initial		45.100	H-0089.AR.pdf

Previous Version

Policy	H-		Policy/Contract/Fraternal	Initial		45.100	H-
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<i>SERFF Tracking Number:</i>	<i>NELI-126759786</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46418</i>
<i>Company Tracking Number:</i>	<i>H-0089</i>		
<i>TOI:</i>	<i>H021 Individual Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H021.000 Health - Accident Only</i>
<i>Product Name:</i>	<i>H-0089</i>		
<i>Project Name/Number:</i>	<i>H-0089/H-0089</i>		
	<i>0089.AR</i>	<i>Certificate</i>	<i>0089.AR.pdf</i>
<i>Policy</i>	<i>H-0089</i>	<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial 45.100 H-0089.pdf</i>

No Rate/Rule Schedule items changed.

Please let us know if you have any questions.

Thanks!

Sincerely,
Brian Hull

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Company Tracking Number: H-0089
TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only
Product Name: H-0089
Project Name/Number: H-0089/H-0089

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/11/2010

Submitted Date 08/11/2010

Respond By Date

Dear Brian Hull,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy, H-0089 (Form)

Comment:

With respect to the language on handicapped dependents on Page 5, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

Objection 2

- Policy, H-0089 (Form)

Comment:

Please refer to the language for additional dependents on Page 7 and the 60-day period outlined under ACA 23-79-137 (coverage for minors for whom the insured has filed a petition to adopt).

Objection 3

- Policy, H-0089 (Form)

Comment:

There needs to be a provision for the refund of unearned premium in the event of death of the insured as outlined under ACA 23-85-134.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: NELL-126759786 State: Arkansas
 Filing Company: Philadelphia American Life Insurance Company State Tracking Number: 46418
 Company Tracking Number: H-0089
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only
 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 08/11/2010
 Submitted Date 08/11/2010

Dear Rosalind Minor,

Comments:

Thank you for your review of our filing.

Response 1

Comments: Please find attached the corrections to the form which now has been given a "state specific" form number. A redlined version is attached for your convenience. In addition, some erroneous language in the Brochure Effective Date section was removed.

Related Objection 1

Applies To:

- Policy, H-0089 (Form)

Comment:

With respect to the language on handicapped dependents on Page 5, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: H-0089.AR redlined corrections

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy	H-0089.AR		Policy/Contract/Fraternal Certificate	Initial		45.100	H-0089.AR.pdf

SERFF Tracking Number: NELL-126759786 State: Arkansas
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 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Previous Version

Policy	H-0089	Policy/Contract/Fraternal Certificate	Initial	45.100	H-0089.pdf
Brochure	H-0089.BR	Advertising	Initial	45.200	H-0089.BR.pdf

Previous Version

Brochure	H-0089.BR	Advertising	Initial	45.200	H-0089.BR.pdf
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No Rate/Rule Schedule items changed.

Response 2

Comments: Please find attached the corrections to the form which now has been given a "state specific" form number. A redlined version is attached for your convenience. In addition, some erroneous language in the Brochure Effective Date section was removed.

Related Objection 1

Applies To:
 - Policy, H-0089 (Form)
 Comment:

Please refer to the language for additional dependents on Page 7 and the 60-day period outlined under ACA 23-79-137 (coverage for minors for whom the insured has filed a petition to adopt).

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: H-0089.AR redlined corrections
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
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SERFF Tracking Number: NELL-126759786 State: Arkansas
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 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Policy	H-0089.AR	Policy/Contract/Fraternal Certificate	Initial	45.100	H-0089.AR.pdf
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Previous Version

Policy	H-0089	Policy/Contract/Fraternal Certificate	Initial	45.100	H-0089.pdf
Brochure	H-0089.BR	Advertising	Initial	45.200	H-0089.BR.pdf

Previous Version

Brochure	H-0089.BR	Advertising	Initial	45.200	H-0089.BR.pdf
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No Rate/Rule Schedule items changed.

Response 3

Comments: Please find attached the corrections to the form which now has been given a "state specific" form number. A redlined version is attached for your convenience. In addition, some erroneous language in the Brochure Effective Date section was removed.

Related Objection 1

Applies To:
 - Policy, H-0089 (Form)
 Comment:

There needs to be a provision for the refund of unearned premium in the event of death of the insured as outlined under ACA 23-85-134.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: H-0089.AR redlined corrections
 Comment:

Form Schedule Item Changes

SERFF Tracking Number: NELL-126759786 State: Arkansas
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Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy	H-0089.AR		Policy/Contract/Fraternal Certificate	Initial		45.100	H-0089.AR.pdf
Previous Version							
Policy	H-0089		Policy/Contract/Fraternal Certificate	Initial		45.100	H-0089.pdf
Brochure	H-0089.BR		Advertising	Initial		45.200	H-0089.BR.pdf
Previous Version							
Brochure	H-0089.BR		Advertising	Initial		45.200	H-0089.BR.pdf

No Rate/Rule Schedule items changed.

Please let us know if you have any questions.

Thanks!

Sincerely,
Brian Hull

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Product Name: H-0089
Project Name/Number: H-0089/H-0089

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/10/2010

Submitted Date 08/10/2010

Respond By Date

Dear Brian Hull,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy, H-0089 (Form)
- Application, H-0089.AP (Form)
- Outline of Coverage, H-0089.OC (Form)
- Rider, H-0089.DR (Form)
- Brochure, H-0089.BR (Form)

Comment:

Our filing fees under Rule and Regulation 57 has been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$250.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Product Name: H-0089
Project Name/Number: H-0089/H-0089

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/10/2010
Submitted Date 08/10/2010

Dear Rosalind Minor,

Comments:

Thank you for your review.

Response 1

Comments: Please see the additional fees.

Related Objection 1

Applies To:

- Policy, H-0089 (Form)
- Application, H-0089.AP (Form)
- Outline of Coverage, H-0089.OC (Form)
- Rider, H-0089.DR (Form)
- Brochure, H-0089.BR (Form)

Comment:

Our filing fees under Rule and Regulation 57 has been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$250.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking Number: NELL-126759786 *State:* Arkansas
Filing Company: Philadelphia American Life Insurance Company *State Tracking Number:* 46418
Company Tracking Number: H-0089
TOI: H021 Individual Health - Accident Only *Sub-TOI:* H021.000 Health - Accident Only
Product Name: H-0089
Project Name/Number: H-0089/H-0089

No Rate/Rule Schedule items changed.

Please let us know if you have any questions.

Thanks!

Sincerely,

Brian Hull

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 Project Name/Number: H-0089/H-0089

Form Schedule

Lead Form Number: H-0089

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 08/12/2010	H-0089.AR	Policy/Cont ract/Fratern al Certificate	Policy	Initial		45.100	H-0089.AR.pdf
Approved-Closed 08/12/2010	H-0089.AP	Application/ Enrollment Form	Application	Initial		45.400	H-0089.AP.pdf
Approved-Closed 08/12/2010	H-0089.OC	Outline of Coverage	Outline of Coverage	Initial		47.300	H-0089.OC.pdf
Approved-Closed 08/12/2010	H-0089.DR	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Rider	Initial		50.800	H-0089.DR.pdf
Approved-Closed 08/12/2010	H-0089.BR	Advertising Brochure		Initial		45.200	H-0089.BR.pdf

PREMIUM RATES MAY BE CHANGED ON A CLASS BASIS
GUARANTEED RENEWABLE TO AGE 80



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

SUPPLEMENTAL ACCIDENT EXPENSE POLICY

Philadelphia American Life Insurance Company will be referred to in this Policy as "Company", "We", "Us", and/or "Our". The individual(s) as shown in the Application is referred to in this Policy as "Insured", "You" and/or "Your".

This Policy is issued in consideration of the statements made in the Application and the payment of the premiums specified herein. We hereby insure the Applicant, first named on the Policy Schedule, and all dependent members of the Insured's family, if any, named on the Application (copy of which is attached), and will pay for loss or expense of Accidental Bodily Injuries, as defined herein, which occur while this Policy is in force, subject to all provisions of this Policy.

The first premium is due on the Effective Date. Renewal premiums are due on the same date of each calendar month after the Effective Date. The name, sex and date of birth of the Insured and Effective Date are shown in the Application.

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between You and Us.

SPECIAL NOTICE TO THE APPLICANT

This Policy is issued based on the "Representation and Questions of the Applicant" in the Application for this Policy. If any information shown on it is not correct and complete, or if any past medical history has been left out, write to Us immediately. A copy of Your Application is enclosed. If to Your knowledge, there is any fraudulent misstatement in Your Application or if any relevant part of Your medical history has been omitted, Your Policy may not be a valid contract. The best time to determine this matter is now, *before* a claim arises. If for any reason any such situation exists, contact Us at Our Home Office shown above.

NOTICE OF 10-DAY RIGHT TO EXAMINE POLICY

If this Policy for any reason is unsatisfactory, and within 10 days following receipt thereof it is returned to the Company's Home Office in Houston, Texas, the premium paid will be refunded. If returned, this Policy will be canceled and declared null and void from the Effective Date.

RENEWAL AND PREMIUM PAYMENT PROVISIONS

PREMIUM PAYING PERIOD: This Policy is guaranteed renewable to age 80 by the timely payment of premiums. It must be paid on or before its due date, or within the 31 days that follow. When an Insured's coverage terminates at age 80, coverage for other Insured Persons, if any, shall continue under this Policy. The payment of a premium will not continue this Policy in force beyond the next premium due date. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured in a state in the same class. If We change the premium rates, We will notify the Insured at least 45 days before the change becomes effective. We will notify the Insured at his last known address according to Our records. The initial premium for this Policy is guaranteed not to change for a period of 12 months.

IN WITNESS THEREOF, We have caused this Policy to be signed by Our President and Our Secretary. This Policy takes effect at 12:01 A.M. at Your residence on its Effective Date. This Policy terminates at 12:01 A.M. on the date any renewal premium is due and not paid, subject to the Grace Period.

SECRETARY

PRESIDENT

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any Company, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

THIS IS AN ACCIDENT ONLY POLICY AND IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS.

TABLE OF CONTENTS

Definitions.....	3
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Exclusions and Limitations.....	5
Termination.....	5
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DEFINITIONS

A. AMBULATORY SURGICAL CENTER is defined as any licensed public or private establishment with one or more Physicians with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures with continuous Physician services and registered professional nursing services whenever a patient is in the facility and which does not provide services or other accommodations for patients to stay overnight.

B. CHILD OR CHILDREN: unless excluded from coverage, means Your unmarried Children, stepchildren and adopted Children who are dependent on You. They must also be:

- (1) under age 19; or
- (2) under age 25 and enrolled as a full-time student in an accredited school or college.

Children also include any Children for whom You must provide medical support under a court order. A Child is considered Your Child if You are a party in a suit in which adoption of the Child by You is sought and such Child is ultimately adopted by You. Also included as Children are grandchildren whom You claim as dependents for federal income tax purposes.

C. COVERED EXPENSES means charges which are:

- (1) for Medically Necessary services, supplies, care and treatment;
- (2) due to an Accidental Injury;
- (3) prescribed, performed or ordered by a Physician;
- (4) incurred while the Insured is covered under this Policy; and
- (5) the actual charges for the services, supplies, care and treatment prescribed, up to the specified limits and maximums shown on the Policy Schedule.

D. HOSPITAL is identified as an institution that is licensed as a Hospital and operated pursuant to law. It does not mean to include convalescent homes, convalescent facilities, rest facilities and nursing facilities, home or facilities primarily for the aged, drug addicts, alcoholics, or those primarily affording care for mental or nervous disorders.

E. INJURY or **ACCIDENTAL INJURY** or **ACCIDENTAL BODILY INJURY** means physical damage to an Insured Person, which is caused by an injury, sustained on or after the Effective Date, and while this Policy is in force, which is the direct cause of the Loss, independent of disease, bodily infirmity or any other cause.

F. INSURED: If this is an Insured only or Child(ren) only Plan, "Insured" means only the Insured named on the Policy Schedule. If this is a Single Parent, Insured and Spouse or Family Plan, "Insured" means the following provided they are named on the Policy Schedule or added later as provided in the section "Additional Dependents": (1) the Insured; (2) the Insured's spouse; (3) the Insured's unmarried dependent Children who are under age 19 or under age 25 and enrolled as a full-time student in an accredited school or college; (4) a grandchild who is Your dependent for federal income tax purposes; and (5) a Child for whom You must provide medical support under an order issued under Section 14.601, Family Code, or enforceable by a court in this state. Coverage shall be provided for an adopted Child of the Insured to the same extent as the coverage provided by this Policy for the Insured's dependent Children.

A Child born to the Insured while this Policy is in force will be covered from the moment of birth, subject to written notice and payment of the applicable premium which must be received by Us within 31 days after such Child's birth.

G. LOSS: For Dismemberment Benefits, "Loss" means: (1) with respect to finger or toe, severance at the joint closest to the wrist or ankle; (2) with respect to hand, or foot, severance at or above the wrist or ankle joint; (3) with respect to arm or leg, severance at or above the shoulder joint or pelvis; (4) with respect to sight, total and permanent blindness.

H. MEDICALLY NECESSARY: A service, type of care or procedure that is specified in a plan of care prepared by a Physician and is appropriate and consistent with the Physician's diagnosis that could not be omitted without adversely affecting the Insured's illness or condition.

I. PHYSICIAN is identified as any licensed practitioner of the healing arts practicing within the scope of his/her license and within the state of his/her licensure.

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses which are due to the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are due to the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies which are due to the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which are due to the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) sickness, illness or bodily infirmity;
- (2) suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) dental care or treatment due to accidental Injury to natural teeth;
- (4) war or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) alcoholism or drug addiction;
- (6) travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) the Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
- (8) charges incurred outside the U.S. if an Insured traveled to the location for the purpose of receiving medical services, drugs or supplies;

DEATH OF INSURED/TERMINATION OF POLICY

This Policy is made with the Insured who has signed the Application heretofore. Such Insured is the Beneficiary of all Insured Persons, and every transaction relating to this Policy shall be between the Company and such Insured. In the event of death of such Insured, the spouse, if an Insured Person, shall automatically become the Insured and Beneficiary of all Insured Persons.

The spouse of the Insured shall cease to be an Insured Person at the end of the term during which the spouse becomes divorced or legally separated from the Insured. The spouse shall be eligible for a Conversion Policy, at attained age and without evidence of insurability, then in use by the Company which most closely approximates the coverage provided by this Policy. Written request for conversion and payment of the first premium must be made within 31 days after termination of insurance under this Policy.

The covered dependent Children of the Insured shall cease to be Insured Persons at the end of the term during which they have reached the limiting age or marry.

The attainment of the limiting age for a covered dependent will not cause coverage to terminate while that person is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent on You for support and maintenance. Chiefly dependent means the covered dependent receives the majority of his/her financial support from You.

You must provide proof that the dependent is in fact a disabled and dependent person. We may request such proof no more frequently than annually. In the absence of such proof, We may terminate the coverage of such person after the attainment of the limiting age.

Termination of this Policy shall be without prejudice to any continuous loss that commenced while the policy was in force. The extension of benefits beyond the period the policy was in force is subject to the continuous total disability of the insured person and is limited to the duration of the policy benefit period or payment of the maximum benefits.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the Effective Date of this Policy, no misstatement, except fraudulent misstatements, made by the Applicant in the Application for such Policy shall be used to void this Policy or to deny a claim for Loss incurred commencing after the expiration of such 2 year period.

GRACE PERIOD: A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period this Policy shall continue in force.

REINSTATEMENT: If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy provided, however, that if the Company or such agent requires an application for reinstatement, this Policy will be reinstated upon approval of such Application by the Company or, lacking such approval, upon the 45th day following the date of such Application, unless the Company has previously notified the Insured in writing of its disapproval of such Application. The reinstated Policy shall cover only Loss resulting from such Accidental Injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM: Written Notice of Claim must be given to the Company within 20 days after the occurrence or commencement of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the Beneficiary to the Company at Houston, Texas, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to the Company at its said office within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS: Indemnity for Loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the Insured. If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured or Beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

CHANGE OF BENEFICIARY: Unless the Insured makes an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to the Insured and the consent of Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this Policy.

ADDITIONAL DEPENDENTS: Anyone who becomes a spouse or dependent Child of the Insured after the Effective Date of this Policy may be added by making written Application, providing evidence of eligibility and insurability satisfactory to the Company and upon payment of any required premium. The acceptance of additional dependents will be shown by an endorsement affixed to this Policy and the date of such endorsement shall be the Effective Date under this Policy with respect to such additional dependents.

With respect to a newborn Child, coverage is effective from the moment of birth for a period of 31 days without evidence of insurability or acceptance by the Company. After 31 days, such Child will remain a named dependent only if written notice of birth is received by the Company before the next premium due date, or within the Grace Period, and any required premium is paid for such dependent.

An adopted Child's coverage is effective on the date of the filing of the petition to adopt, subject to written notice and payment of any required premium which must be received by Us within 60 days after placement. For purposes of this provision, placement means the assumption by the Insured of physical custody of the adopted child and the financial support and care of the Child.

OTHER INSURANCE IN THIS COMPANY: Insurance effective at any one time on the Insured under a like Policy or policies in this Company is limited to one such Policy elected by the insured, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

UNPAID PREMIUM: Upon payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

UNEARNED PREMIUM: If coverage of this Policy terminates because of Your death, the unearned premiums paid for any period beyond the end of the policy month, if any, in which the death occurred will be returned to the beneficiary of Your estate. The unearned premiums, if any, will be paid in a lump sum on a date no later than thirty (30) days after proof of Your death has been furnished to Us.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such state.

PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

P.O. Box 4884 • Houston, TX • 77210-4884

Application for: Enhanced 24 Hour Accident Expense Insurance Policy

PART I – GENERAL INFORMATION

1. PERSONS TO BE COVERED

Name (Please PRINT Full Name)	Relationship	Sex	Date of Birth	Age	Height Ft. In.	Weight Lbs.	Social Security Number
1.							
2.							
3.							
4.							
5.							

2. APPLICANT'S HOME ADDRESS

Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: (_____) _____
 Work Phone: (_____) _____
 E-mail Address: _____

5. BENEFIT INFORMATION

Benefit Amount: 1 Unit 2 Units
 Plan Type: Individual Individual & Spouse
 Single Parent Family Child(ren) Only
 Billing Method: Monthly Bank Draft Direct Bill List Bill
 Billing Mode: Quarterly Semi-Annual Annual

3. PREMIUM PAYOR ADDRESS (If different than Applicant)

Premium Payor Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: (_____) _____

6. OPTIONAL RIDER

Accident Disability Income Type 1 Type 2
 Benefit Rider 1 Unit 2 Units
 12 Months 24 Months

4. EMPLOYMENT INFORMATION (All adult applicants)

Employer's Name: _____
 Occupation/Duties: _____
 Spouse's Employer's Name (if applying): _____
 Spouse's Occupation/Duties: _____

7. BENEFICIARY

Name: _____
 Relationship: _____

PART II – REPRESENTATION & QUESTIONS OF THE APPLICANT

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. In the past 12 months, has any person to be insured engaged in any hazardous sports or activities including racing, parachuting, rodeo riding, motorcycling, mountain climbing or scuba diving? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is any person to be insured currently under treatment or has any person to be insured been under treatment for excessive drug or alcohol abuse in the past 3 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are all persons to be insured ages 19 to 25 years old enrolled as a full time student in an accredited school of college? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the insurance applied for replace or change any existing insurance? | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES, give name of Company and type of insurance: _____ | | |
| 5. Is there any other health, accident or disability insurance in force on the proposed insured? | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES, give name of Company and type of insurance: _____ | | |

HOME OFFICE USE ONLY: Agent # _____ Policy # _____ Eff. Date _____ Initial Premium _____

If Bank Draft Authorization, ATTACH VOIDED CHECK HERE and sign authorization at right.

AUTHORIZATION TO MY BANK

As a convenience to me, I hereby request and authorize you to pay and charge my account, checks drawn on my account by and payable to the order of the Philadelphia American Life Insurance Company, Houston, Texas, provided there are sufficient collected funds in said account to pay the same upon presentation. I agree that your rights in respect to each such check shall be the same as if it were a check drawn on you and signed personally by me. This authority is to remain in effect until revoked by me in writing, and until you actually receive such notice. I agree that you shall be fully protected in honoring any such check. I further agree that if any such checks be dishonored whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of insurance. A photocopy of my signature should be honored as if it were original.

_____ X _____
Date Signature (as it appears on bank records)

AUTHORIZATION FOR PAYROLL DEDUCTION

Employee _____ I hereby authorize _____
Name Name of Employer
to deduct from my salary and pay to Philadelphia American Life Insurance Company, Houston, Texas, the monthly deposits as set forth below. Beginning with the month of _____, \$ _____ each month.

_____ Date Signature of Employee

AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

- A. I hereby authorize and request any physician, hospital, dentist, pharmacy, individual, employer, insurance company, law enforcement agency, governmental agency or other entity to permit bearer or representative of Philadelphia American Life Insurance Company to view, copy, be furnished a copy or be given details of all record information in connection with any past or present illnesses, financial records, employment records and/or police records. This authorization is to include, but is not limited to information pertaining to diagnosis, care or treatment for psychiatric disorder, drug and alcohol abuse, treatment or prescriptions, testing and/or treatment of HIV (AIDS virus) and/or sexually transmitted diseases. The results of an HIV-related test shall be confidential and we cannot release or disclose this information except in the circumstances permitted by 28 TAC § 21.704.
- B. Any physician, practitioner, hospital, clinic, other medical or medically related facility, the Veterans Administration, my employer, the Medical Information Bureau, Inc. ("MIB") or consumer reporting agency or insurance company who possesses information of care, treatment or advice of me, my family, or our health may furnish such information to Philadelphia American Life Insurance Company or it's representative or it's reinsurers upon presenting this authorization or a photocopy.
- C. Philadelphia American Life Insurance Company or its reinsurers may make a brief report available regarding me or my dependents to other companies to whom I have applied or may apply.
- D. This authorization will be valid from the date signed for a period of two and one half years.
- E. I authorize Philadelphia American Life Insurance Company to obtain an investigative consumer report on me.

Dated: _____ Dated at: _____

Signed X _____ Signed X _____
Signature of Proposed Insured Signature of Spouse

APPLICANT'S STATEMENT

- 1. I hereby apply to Philadelphia American Life Insurance Company for a policy to be issued in reliance on my written answers to the foregoing questions. The answers are true to the best of my knowledge and belief. I agree the policy shall not be effective unless it has actually been issued. I have received an Outline of Coverage for the policy applied for.
- 2. Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3. I understand that if the Accident Disability Income Benefit Rider is elected, the maximum benefit per month will not exceed 60% of my gross monthly income.

Dated at _____ on _____ 20_____
City, State & Zip Month & Day

Signature of Applicant: _____ Signature of Spouse: _____

AGENT'S STATEMENT

I Certify: 1) That any information recorded by me is true and correct to the best of my knowledge and belief. 2) I have given an outline of coverage for the policy applied for to the Applicant. 3) This (does) (does not) replace other insurance.

Dated _____ on _____ 20_____
City, State & Zip Month & Day

_____ Agent Name (Print) Agent Signature Agent No.



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

SUPPLEMENTAL ACCIDENT EXPENSE COVERAGE POLICY FORM H-0089

REQUIRED OUTLINE OF COVERAGE

PARAGRAPH 1

Read your Policy Carefully. This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY.**

PARAGRAPH 2

This Policy is designed to provide you with coverage for (death, dismemberment, disability or hospital and medical care) resulting from a covered accident only. Coverage is provided for the benefits outlined in paragraph (3). The benefits described in paragraph (3) may be limited by paragraph (4).

PARAGRAPH 3

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses that are incurred within 21 calendar days of the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are incurred within 21 calendar days of the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies that are incurred within 21 calendar days of the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which occurs within 21 calendar days of the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

PARAGRAPH 4 EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) Sickness, illness or bodily infirmity;
- (2) Suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) Dental care or treatment due to accidental Injury to natural teeth;
- (4) War or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) Alcoholism or drug addiction;
- (6) Travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) The Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
- (8) The Insured Person's being intoxicated or under the influence of any narcotic or controlled or uncontrolled substance unless administered on the advice of a Physician;
- (9) Charges incurred outside the U.S. if an Insured traveled to the location for the purpose of receiving medical services, drugs or supplies;
- (10) Hernia.

PARAGRAPH 5 OPTIONAL BENEFIT RIDER (Available with additional premium)

Accident Disability Income Benefit Rider: Pays the Monthly Income Benefit (not to exceed 60% of the Insured's gross income) on a weekly basis, beginning on the day following the Elimination Period up to the Maximum Benefit Period. Benefits are provided under this Rider for the Primary Insured only. No benefits are provided under this Rider for the spouse or dependent Children, if any, covered under the Policy.

PARAGRAPH 6 RENEWABILITY

This Policy is Guaranteed Renewable to age 80.

PARAGRAPH 7 PREMIUM

Your premium for the policy is \$_____ annually. If your premium is not annual, it is \$_____ for _____ months. The Policy provides a 31-day grace period during which period the Policy will remain in force. Premiums are subject to change.



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

ACCIDENT DISABILITY INCOME BENEFIT RIDER

In consideration of the payment of premium for this Rider, this Rider is attached to and made a part of the Policy to which it is attached.

DEFINITIONS

ELIMINATION PERIOD means the selected days at the beginning of Your covered Total Disability for which no benefit is payable.

GROSS INCOME means earned income, including salaries or wages, bonuses, commissions and any other compensation the Insured receives or is entitled to receive from daily vocational efforts.

Gross income does not include unearned income, such as investment income, royalties, gifts or annuities received independently of daily occupational efforts.

RENEWAL DATE means the date to which payments are paid and the date on which the next premium is due to continue this Policy in force.

TOTAL DISABILITY or **TOTALLY DISABLED** means that You are completely and continuously unable to perform all the substantial and material duties of Your job or a comparable job and are not engaged in any employment or occupation for wage or profit. Disability causing Total Disability must require the regular care and attendance of a Physician.

BENEFITS

MONTHLY BENEFITS FOR INJURY. When We receive proof that You are Totally Disabled as a result of Injury as defined herein, We will pay beginning with the first day of Total Disability following the Elimination Period, the monthly benefit amount shown in the Policy Schedule for each month, not to exceed 60% of Your gross income. If You are continuously Totally Disabled, benefits are payable for a maximum period shown in the Policy Schedule. You must be continually Totally Disabled during the Elimination Period and as long as benefits are payable.

BENEFITS FOR LESS THAN A MONTH. Total Disability for less than a month will be paid at a daily rate of one-thirtieth of the Monthly Benefit.

SUCCESSIVE DISABILITIES. Successive periods of Total Disability shall be considered to be one period of Total Disability subject to the maximum benefit period unless the subsequent period of Total Disability is due to a bodily Injury entirely unrelated to the cause or causes of the previous periods of Total Disability and it commences after You have returned to and have been actively at work for at least 4 weeks.

GENERAL PROVISIONS

PAYMENT OF CLAIMS: For Accident Disability Income Claims, all benefits will be paid to You. Any benefits unpaid at Your death will be paid to Your estate. If any benefit of this Policy shall be payable to Your Estate, the Company may pay such benefit, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment. The Company retains the Right of Subrogation.

CLAIM CONDITIONS:

1. You must undergo a medical examination, functional capacity examination and/or psychiatric examination, including any related test as are reasonably necessary to the performance of the examination or specialist for the condition at such time and place and with such frequency as We reasonably require. We reserve the right to select the examiner. We will pay for the examination, including the costs associated with travel to the examination, if the examination cannot be conducted locally.
2. You must meet with Our representative for a personal interview or review of records at such time and with such frequency, as We reasonably require. We reserve the right to have phone interviews and answers to written questions.
3. We must be given the information, which We need to determine if a benefit is payable and how much that benefit should be. We may require relevant portions of Your federal income tax returns for You or Your business.

CHANGE OF OCCUPATION: If You are injured after You change Your occupation stated in this Policy or on the Application to one classified by Us as more hazardous than the occupation stated in this Policy or while doing for compensation anything pertaining to an occupation so classified, We will pay only the portion of the indemnity provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by Us for the more hazardous occupation. If You change Your occupation to one classified by Us as less hazardous than the occupation stated in this Policy, We, upon receipt of the proof of change of occupation, will reduce the premium rate accordingly, and will return the excess pro rata unearned premium from the date of occupation or from the Policy anniversary date immediately preceding the receipt of proof, whichever is more recent.

This Rider is subject to all of the conditions, limitations and definitions of the Policy to which it is attached. In all other respects Your coverage remains the same.


President

UNINSURABLE OCCUPATIONS & ACTIVITIES

- Professional Athletes
- Window Washers
- Miners
- Crop Dusters
- Commercial Fishermen
- Federal Employees
- Policemen
- Security Guards
- Highway Workers
- Rodeo Riders
- Loggers
- Quarry Workers
- Migrant Workers
- Oil Field Workers
- Taxi Drivers
- Firemen
- Entertainers

EFFECTIVE DATE

The insurance applied for shall not take effect until your application is approved, the policy is issued, and the required premium has been paid. If the application is received in the Home Office on or before the 15th of the month, the effective date of the policy will be the 1st of the following month, subject to underwriting approval. If the application is received in the Home Office after the 15th of the month, the effective date of the policy will be the 15th of the following month, subject to underwriting approval. The insured can return the policy for any reason within 10 days of its delivery. Any premium paid will be refunded.

INJURY FACTS*

- 120,000 people lost their lives by accidental injury in 2007.
- The costs of unintentional injuries amounted to \$684.4 billion in 2007.
- It is estimated that over 26 million people suffered disabling accidental injuries as a result of motor vehicle, work and home accidents combined in 2007.

* Source: National Safety Council's report on injuries in America, 2009 Edition.

CONDITIONAL RECEIPT

Received from _____ for Accident

Insurance in the amount of \$ _____ for _____ months premium.

AGENT SIGNATURE

AGENT NAME (PRINT)

DATE

IMPORTANT NOTICE: This receipt is void if it is not signed by the Agent, has been modified, or if the payment is made by a check that is not honored when presented for payment.

PREMIUM CHECKS MUST BE MADE PAYABLE TO PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY. DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

If applying for coverage, you will receive an Outline of Coverage from your representative.



P.O. BOX 4884
HOUSTON, TX 77210-4884
1-800-552-7879

Enhanced 24 Hour ACCIDENT EXPENSE INSURANCE PLAN

*COVERAGE 24 HOURS A DAY,
ANYWHERE IN THE WORLD*



PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

Underwritten By:
Philadelphia American Life
Insurance Company
Houston, Texas
Policy form H-0089

H-0089.BR

DOC-7416

Accidents happen when you least expect them – at home, at work, while playing or while traveling.

You can't plan on them, but you can plan for them.

Philadelphia American Life's Enhanced 24 -Hour Accident Plan – More Protection When You Need It Most.

ENHANCED ACCIDENT PLAN FEATURES

- 1 or 2 units of accident coverage available
- Issue ages 0-75
- Guaranteed renewable to age 80
- \$50,000 or 100,000 of Accidental Death Benefit
- Pays in addition to any other insurance
- Individual, Individual & Spouse, Single Parent, Family, and Children Only coverage available
- Optional Accident Disability Income Benefit for the Primary Insured at additional cost

BENEFIT FEATURES

BENEFIT	1 UNIT	2 UNITS
ACCIDENTAL INJURY BENEFIT This benefit pays the actual charges for medical treatment due to accidental injury up to the amount shown per unit. Covered expenses include physician's fees, surgery, x-rays, reduction of fractures and dislocations or other emergency first-aid expenses. All covered expenses must be incurred within 21 days of the accident causing injury. If expenses are incurred at a hospital emergency room, a \$50 deductible will apply for each accidental injury.	\$2,000	\$4,000
ACCIDENTAL DEATH BENEFIT This benefit pays a fixed amount per unit if an insured suffers a fatality as a result of an accident.	\$50,000	\$100,000
GROUND OR AIR AMBULANCE This benefit pays the actual charges for ground or air ambulance transportation due to an accidental injury, up to the amount shown per unit.	\$5,000	\$10,000
HOSPITAL INCOME BENEFIT If an insured is hospitalized for an accidental injury, we will pay a fixed amount per day, beginning the first day of confinement, subject to the number of units purchased. Payment will be made up to 30 days per hospital confinement resulting from any one accidental injury.	\$150	\$300
DISMEMBERMENT BENEFITS This benefit pays a fixed amount per unit if the Primary Insured suffers any of the following dismemberments as a result of accidental injury. Benefits are for the Primary Insured only.		
Loss of Finger or Toe Single Loss Benefit	\$500	\$1,000
Multiple Loss Benefit	\$1,000	\$2,000
Loss of Hand, Arm, Foot, Leg Single Loss Benefit	\$5,000	\$10,000
Multiple Loss Benefit	\$10,000	\$20,000
Loss of Sight Single Loss Benefit (One Eye)	\$5,000	\$10,000
Multiple Loss Benefit (Both Eyes)	\$10,000	\$20,000

MONTHLY BANK DRAFT RATES

	1 UNIT	2 UNITS
24 Hour Accident Expense		
INSURED	\$23.00	\$31.05
INSURED & SPOUSE	\$44.28	\$56.93
INSURED & CHILDREN	\$53.48	\$69.00
FAMILY	\$74.75	\$94.88
CHILD ONLY (per child)	\$16.10	\$20.13

ISSUE AGES

	AGES
Accident Plan	0-75*
Optional Accident Disability Rider	18-64

OPTIONAL BENEFITS

	1 UNIT	2 UNITS
ACCIDENT DISABILITY INCOME BENEFIT		
If the Primary Insured incurs an accident disability, we will pay a monthly disability benefit, on a weekly basis, beginning the thirty first day, up to a maximum benefit period of 12 months or 24 months. This benefit applies only to the Primary Insured and pays up to 60% of the insured's gross monthly income.	\$1,000	\$2,000

MONTHLY BANK DRAFT RATES

	1 UNIT	2 UNITS
Accident Disability Income		
RIDER		
Occ. Type 1 12 months	\$10.35	\$20.70
Occ. Type 1 24 months	\$13.23	\$26.45
Occ. Type 2 12 months	\$19.55	\$39.10
Occ. Type 2 24 months	\$26.45	\$52.90

Rates may change by class

Modal Factors: Annual = 10.87 x MBD; Semi-Annual = 5.76 x MBD; Quarterly = 2.93 x MBD

*Age 65 & over are eligible for 1 unit only

SERFF Tracking Number: NELL-126759786 State: Arkansas
 Filing Company: Philadelphia American Life Insurance Company State Tracking Number: 46418
 Company Tracking Number: H-0089
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only
 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 08/12/2010	Rates	H-0089	New		Rates.pdf



Policy Form H-0089 Premium Rates Effective August 1, 2009

Monthly Bank Draft Rates

	1 Unit	2 Units
Insured	23.00	31.05
Insured & Spouse	44.28	56.93
Insured & Children	53.48	69.00
Family	74.75	94.88
Child Only	16.10	20.13
Accident Disability Rider (12 Mo) Occ Type 1	10.35	20.70
Accident Disability Rider (24 Mo) Occ Type 1	13.23	26.45
Accident Disability Rider (12 Mo) Occ Type 2	19.55	39.10
Accident Disability Rider (24 Mo) Occ Type 2	26.45	52.90

Modal Factors

Quarterly	=	MBD	X	2.93
Semi-annual	=	MBD	X	5.76
Annual	=	MBD	X	10.87

SERFF Tracking Number: NELL-126759786 State: Arkansas
 Filing Company: Philadelphia American Life Insurance Company State Tracking Number: 46418
 Company Tracking Number: H-0089
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only
 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf	Approved-Closed	08/12/2010

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: See Forms Schedule Comments:	Approved-Closed	08/12/2010

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage Bypass Reason: See Forms Schedule Comments:	Approved-Closed	08/12/2010

	Item Status:	Status Date:
Satisfied - Item: H-0089.AR redlined corrections Comments: Attachment: H-0089.AR redlined corrections.pdf	Approved-Closed	08/12/2010

READABILITY CERTIFICATION

I hereby certify that the forms listed below meet the minimum reading ease score on a Flesch test basis:

<u>New Form Number</u>	<u>Readability Score</u>
H-0189	45.1
H-0189.AP	45.4
H-0189.OC	47.3
H-0089.DR	50.8
H-0089.BR	45.2



James B. Hobelman, FSA, MAAA
Second Vice-President & Actuary

PREMIUM RATES MAY BE CHANGED ON A CLASS BASIS
GUARANTEED RENEWABLE TO AGE 80



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

SUPPLEMENTAL ACCIDENT EXPENSE POLICY

Philadelphia American Life Insurance Company will be referred to in this Policy as "Company", "We", "Us", and/or "Our". The individual(s) as shown in the Application is referred to in this Policy as "Insured", "You" and/or "Your".

This Policy is issued in consideration of the statements made in the Application and the payment of the premiums specified herein. We hereby insure the Applicant, first named on the Policy Schedule, and all dependent members of the Insured's family, if any, named on the Application (copy of which is attached), and will pay for loss or expense of Accidental Bodily Injuries, as defined herein, which occur while this Policy is in force, subject to all provisions of this Policy.

The first premium is due on the Effective Date. Renewal premiums are due on the same date of each calendar month after the Effective Date. The name, sex and date of birth of the Insured and Effective Date are shown in the Application.

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between You and Us.

SPECIAL NOTICE TO THE APPLICANT

This Policy is issued based on the "Representation and Questions of the Applicant" in the Application for this Policy. If any information shown on it is not correct and complete, or if any past medical history has been left out, write to Us immediately. A copy of Your Application is enclosed. If to Your knowledge, there is any fraudulent misstatement in Your Application or if any relevant part of Your medical history has been omitted, Your Policy may not be a valid contract. The best time to determine this matter is now, *before* a claim arises. If for any reason any such situation exists, contact Us at Our Home Office shown above.

NOTICE OF 10-DAY RIGHT TO EXAMINE POLICY

If this Policy for any reason is unsatisfactory, and within 10 days following receipt thereof it is returned to the Company's Home Office in Houston, Texas, the premium paid will be refunded. If returned, this Policy will be canceled and declared null and void from the Effective Date.

RENEWAL AND PREMIUM PAYMENT PROVISIONS

PREMIUM PAYING PERIOD: This Policy is guaranteed renewable to age 80 by the timely payment of premiums. It must be paid on or before its due date, or within the 31 days that follow. When an Insured's coverage terminates at age 80, coverage for other Insured Persons, if any, shall continue under this Policy. The payment of a premium will not continue this Policy in force beyond the next premium due date. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured in a state in the same class. If We change the premium rates, We will notify the Insured at least 45 days before the change becomes effective. We will notify the Insured at his last known address according to Our records. The initial premium for this Policy is guaranteed not to change for a period of 12 months.

IN WITNESS THEREOF, We have caused this Policy to be signed by Our President and Our Secretary. This Policy takes effect at 12:01 A.M. at Your residence on its Effective Date. This Policy terminates at 12:01 A.M. on the date any renewal premium is due and not paid, subject to the Grace Period.

SECRETARY

PRESIDENT

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any Company, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

THIS IS AN ACCIDENT ONLY POLICY AND IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS.

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DEFINITIONS

A. AMBULATORY SURGICAL CENTER is defined as any licensed public or private establishment with one or more Physicians with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures with continuous Physician services and registered professional nursing services whenever a patient is in the facility and which does not provide services or other accommodations for patients to stay overnight.

B. CHILD OR CHILDREN: unless excluded from coverage, means Your unmarried Children, stepchildren and adopted Children who are dependent on You. They must also be:

- (1) under age 19; or
- (2) under age 25 and enrolled as a full-time student in an accredited school or college.

Children also include any Children for whom You must provide medical support under a court order. A Child is considered Your Child if You are a party in a suit in which adoption of the Child by You is sought and such Child is ultimately adopted by You. Also included as Children are grandchildren whom You claim as dependents for federal income tax purposes.

C. COVERED EXPENSES means charges which are:

- (1) for Medically Necessary services, supplies, care and treatment;
- (2) due to an Accidental Injury;
- (3) prescribed, performed or ordered by a Physician;
- (4) incurred while the Insured is covered under this Policy; and
- (5) the actual charges for the services, supplies, care and treatment prescribed, up to the specified limits and maximums shown on the Policy Schedule.

D. HOSPITAL is identified as an institution that is licensed as a Hospital and operated pursuant to law. It does not mean to include convalescent homes, convalescent facilities, rest facilities and nursing facilities, home or facilities primarily for the aged, drug addicts, alcoholics, or those primarily affording care for mental or nervous disorders.

E. INJURY or **ACCIDENTAL INJURY** or **ACCIDENTAL BODILY INJURY** means physical damage to an Insured Person, which is caused by an injury, sustained on or after the Effective Date, and while this Policy is in force, which is the direct cause of the Loss, independent of disease, bodily infirmity or any other cause.

F. INSURED: If this is an Insured only or Child(ren) only Plan, "Insured" means only the Insured named on the Policy Schedule. If this is a Single Parent, Insured and Spouse or Family Plan, "Insured" means the following provided they are named on the Policy Schedule or added later as provided in the section "Additional Dependents": (1) the Insured; (2) the Insured's spouse; (3) the Insured's unmarried dependent Children who are under age 19 or under age 25 and enrolled as a full-time student in an accredited school or college; (4) a grandchild who is Your dependent for federal income tax purposes; and (5) a Child for whom You must provide medical support under an order issued under Section 14.601, Family Code, or enforceable by a court in this state. Coverage shall be provided for an adopted Child of the Insured to the same extent as the coverage provided by this Policy for the Insured's dependent Children.

A Child born to the Insured while this Policy is in force will be covered from the moment of birth, subject to written notice and payment of the applicable premium which must be received by Us within 31 days after such Child's birth.

G. LOSS: For Dismemberment Benefits, "Loss" means: (1) with respect to finger or toe, severance at the joint closest to the wrist or ankle; (2) with respect to hand, or foot, severance at or above the wrist or ankle joint; (3) with respect to arm or leg, severance at or above the shoulder joint or pelvis; (4) with respect to sight, total and permanent blindness.

H. MEDICALLY NECESSARY: A service, type of care or procedure that is specified in a plan of care prepared by a Physician and is appropriate and consistent with the Physician's diagnosis that could not be omitted without adversely affecting the Insured's illness or condition.

I. PHYSICIAN is identified as any licensed practitioner of the healing arts practicing within the scope of his/her license and within the state of his/her licensure.

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses which are due to the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are due to the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies which are due to the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which are due to the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) sickness, illness or bodily infirmity;
- (2) suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) dental care or treatment due to accidental Injury to natural teeth;
- (4) war or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) alcoholism or drug addiction;
- (6) travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) the Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
- (8) charges incurred outside the U.S. if an Insured traveled to the location for the purpose of receiving medical services, drugs or supplies;

DEATH OF INSURED/TERMINATION OF POLICY

This Policy is made with the Insured who has signed the Application heretofore. Such Insured is the Beneficiary of all Insured Persons, and every transaction relating to this Policy shall be between the Company and such Insured. In the event of death of such Insured, the spouse, if an Insured Person, shall automatically become the Insured and Beneficiary of all Insured Persons.

The spouse of the Insured shall cease to be an Insured Person at the end of the term during which the spouse becomes divorced or legally separated from the Insured. The spouse shall be eligible for a Conversion Policy, at attained age and without evidence of insurability, then in use by the Company which most closely approximates the coverage provided by this Policy. Written request for conversion and payment of the first premium must be made within 31 days after termination of insurance under this Policy.

The covered dependent Children of the Insured shall cease to be Insured Persons at the end of the term during which they have reached the limiting age or marry.

The attainment of the limiting age for a covered dependent will not cause coverage to terminate while that person is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent on You for support and maintenance. Chiefly dependent means the covered dependent receives the majority of his/her financial support from You.

~~We will request in writing that You must provide proof that the dependent is in fact a disabled and dependent person, within 31 days of the date the dependent reaches the limiting age and thereafter. We may request such proof no more frequently than annually. In the absence of such proof, We may terminate the coverage of such person after the attainment of the limiting age.~~

Termination of this Policy shall be without prejudice to any continuous loss that commenced while the policy was in force. The extension of benefits beyond the period the policy was in force is subject to the continuous total disability of the insured person and is limited to the duration of the policy benefit period or payment of the maximum benefits.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the Effective Date of this Policy, no misstatement, except fraudulent misstatements, made by the Applicant in the Application for such Policy shall be used to void this Policy or to deny a claim for Loss incurred commencing after the expiration of such 2 year period.

GRACE PERIOD: A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period this Policy shall continue in force.

REINSTATEMENT: If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy provided, however, that if the Company or such agent requires an application for reinstatement, this Policy will be reinstated upon approval of such Application by the Company or, lacking such approval, upon the 45th day following the date of such Application, unless the Company has previously notified the Insured in writing of its disapproval of such Application. The reinstated Policy shall cover only Loss resulting from such Accidental Injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM: Written Notice of Claim must be given to the Company within 20 days after the occurrence or commencement of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the Beneficiary to the Company at Houston, Texas, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to the Company at its said office within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS: Indemnity for Loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the Insured. If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured or Beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

CHANGE OF BENEFICIARY: Unless the Insured makes an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to the Insured and the consent of Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this Policy.

ADDITIONAL DEPENDENTS: Anyone who becomes a spouse or dependent Child of the Insured after the Effective Date of this Policy may be added by making written Application, providing evidence of eligibility and insurability satisfactory to the Company and upon payment of any required premium. The acceptance of additional dependents will be shown by an endorsement affixed to this Policy and the date of such endorsement shall be the Effective Date under this Policy with respect to such additional dependents.

With respect to a newborn Child, coverage is effective from the moment of birth for a period of 31 days without evidence of insurability or acceptance by the Company. After 31 days, such Child will remain a named dependent only if written notice of birth is received by the Company before the next premium due date, or within the Grace Period, and any required premium is paid for such dependent.

An adopted Child's coverage is effective on the date of the filing of the petition to adopt Child's placement in the Insured's custody, subject to written notice and payment of any required premium which must be received by Us within 6034 days after placement. For purposes of this provision, placement means the assumption by the Insured of physical custody of the adopted child and the financial support and care of the Child.

OTHER INSURANCE IN THIS COMPANY: Insurance effective at any one time on the Insured under a like Policy or policies in this Company is limited to one such Policy elected by the insured, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

UNPAID PREMIUM: Upon payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

UNEARNED PREMIUM: If coverage of this Policy terminates because of Your death, the unearned premiums paid for any period beyond the end of the policy month, if any, in which the death occurred will be returned to the beneficiary of Your estate. The unearned premiums, if any, will be paid in a lump sum on a date no later than thirty (30) days after proof of Your death has been furnished to Us.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such state.

SERFF Tracking Number: NELL-126759786 State: Arkansas
 Filing Company: Philadelphia American Life Insurance Company State Tracking Number: 46418
 Company Tracking Number: H-0089
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only
 Product Name: H-0089
 Project Name/Number: H-0089/H-0089

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/11/2010	Form	Policy	08/12/2010	H-0089.AR.pdf (Superseded)
08/08/2010	Form	Policy	08/11/2010	H-0089.pdf (Superseded)
08/08/2010	Form	Brochure	08/11/2010	H-0089.BR.pdf (Superseded)
08/11/2010	Supporting Document	H-0089.AR redlined corrections	08/12/2010	H-0089.AR redlined corrections.pdf (Superseded)

PREMIUM RATES MAY BE CHANGED ON A CLASS BASIS
GUARANTEED RENEWABLE TO AGE 80



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

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This Policy is issued in consideration of the statements made in the Application and the payment of the premiums specified herein. We hereby insure the Applicant, first named on the Policy Schedule, and all dependent members of the Insured's family, if any, named on the Application (copy of which is attached), and will pay for loss or expense of Accidental Bodily Injuries, as defined herein, which occur while this Policy is in force, subject to all provisions of this Policy.

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THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any Company, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

THIS IS AN ACCIDENT ONLY POLICY AND IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS.

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DEFINITIONS

A. AMBULATORY SURGICAL CENTER is defined as any licensed public or private establishment with one or more Physicians with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures with continuous Physician services and registered professional nursing services whenever a patient is in the facility and which does not provide services or other accommodations for patients to stay overnight.

B. CHILD OR CHILDREN: unless excluded from coverage, means Your unmarried Children, stepchildren and adopted Children who are dependent on You. They must also be:

- (1) under age 19; or
- (2) under age 25 and enrolled as a full-time student in an accredited school or college.

Children also include any Children for whom You must provide medical support under a court order. A Child is considered Your Child if You are a party in a suit in which adoption of the Child by You is sought and such Child is ultimately adopted by You. Also included as Children are grandchildren whom You claim as dependents for federal income tax purposes.

C. COVERED EXPENSES means charges which are:

- (1) for Medically Necessary services, supplies, care and treatment;
- (2) due to an Accidental Injury;
- (3) prescribed, performed or ordered by a Physician;
- (4) incurred while the Insured is covered under this Policy; and
- (5) the actual charges for the services, supplies, care and treatment prescribed, up to the specified limits and maximums shown on the Policy Schedule.

D. HOSPITAL is identified as an institution that is licensed as a Hospital and operated pursuant to law. It does not mean to include convalescent homes, convalescent facilities, rest facilities and nursing facilities, home or facilities primarily for the aged, drug addicts, alcoholics, or those primarily affording care for mental or nervous disorders.

E. INJURY or **ACCIDENTAL INJURY** or **ACCIDENTAL BODILY INJURY** means physical damage to an Insured Person, which is caused by an injury, sustained on or after the Effective Date, and while this Policy is in force, which is the direct cause of the Loss, independent of disease, bodily infirmity or any other cause.

F. INSURED: If this is an Insured only or Child(ren) only Plan, "Insured" means only the Insured named on the Policy Schedule. If this is a Single Parent, Insured and Spouse or Family Plan, "Insured" means the following provided they are named on the Policy Schedule or added later as provided in the section "Additional Dependents": (1) the Insured; (2) the Insured's spouse; (3) the Insured's unmarried dependent Children who are under age 19 or under age 25 and enrolled as a full-time student in an accredited school or college; (4) a grandchild who is Your dependent for federal income tax purposes; and (5) a Child for whom You must provide medical support under an order issued under Section 14.601, Family Code, or enforceable by a court in this state. Coverage shall be provided for an adopted Child of the Insured to the same extent as the coverage provided by this Policy for the Insured's dependent Children.

A Child born to the Insured while this Policy is in force will be covered from the moment of birth, subject to written notice and payment of the applicable premium which must be received by Us within 31 days after such Child's birth.

G. LOSS: For Dismemberment Benefits, "Loss" means: (1) with respect to finger or toe, severance at the joint closest to the wrist or ankle; (2) with respect to hand, or foot, severance at or above the wrist or ankle joint; (3) with respect to arm or leg, severance at or above the shoulder joint or pelvis; (4) with respect to sight, total and permanent blindness.

H. MEDICALLY NECESSARY: A service, type of care or procedure that is specified in a plan of care prepared by a Physician and is appropriate and consistent with the Physician's diagnosis that could not be omitted without adversely affecting the Insured's illness or condition.

I. PHYSICIAN is identified as any licensed practitioner of the healing arts practicing within the scope of his/her license and within the state of his/her licensure.

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses which are due to the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are due to the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies which are due to the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which are due to the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) sickness, illness or bodily infirmity;
- (2) suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) dental care or treatment due to accidental Injury to natural teeth;
- (4) war or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) alcoholism or drug addiction;
- (6) travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) the Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
- (8) charges incurred outside the U.S. if an Insured traveled to the location for the purpose of receiving medical services, drugs or supplies;

DEATH OF INSURED/TERMINATION OF POLICY

This Policy is made with the Insured who has signed the Application heretofore. Such Insured is the Beneficiary of all Insured Persons, and every transaction relating to this Policy shall be between the Company and such Insured. In the event of death of such Insured, the spouse, if an Insured Person, shall automatically become the Insured and Beneficiary of all Insured Persons.

The spouse of the Insured shall cease to be an Insured Person at the end of the term during which the spouse becomes divorced or legally separated from the Insured. The spouse shall be eligible for a Conversion Policy, at attained age and without evidence of insurability, then in use by the Company which most closely approximates the coverage provided by this Policy. Written request for conversion and payment of the first premium must be made within 31 days after termination of insurance under this Policy.

The covered dependent Children of the Insured shall cease to be Insured Persons at the end of the term during which they have reached the limiting age or marry.

The attainment of the limiting age for a covered dependent will not cause coverage to terminate while that person is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent on You for support and maintenance. Chiefly dependent means the covered dependent receives the majority of his/her financial support from You.

You must provide proof that the dependent is in fact a disabled and dependent person. We may request such proof no more frequently than annually. In the absence of such proof, We may terminate the coverage of such person after the attainment of the limiting age.

Termination of this Policy shall be without prejudice to any continuous loss that commenced while the policy was in force. The extension of benefits beyond the period the policy was in force is subject to the continuous total disability of the insured person and is limited to the duration of the policy benefit period or payment of the maximum benefits.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the Effective Date of this Policy, no misstatement, except fraudulent misstatements, made by the Applicant in the Application for such Policy shall be used to void this Policy or to deny a claim for Loss incurred commencing after the expiration of such 2 year period.

GRACE PERIOD: A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period this Policy shall continue in force.

REINSTATEMENT: If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy provided, however, that if the Company or such agent requires an application for reinstatement, this Policy will be reinstated upon approval of such Application by the Company or, lacking such approval, upon the 45th day following the date of such Application, unless the Company has previously notified the Insured in writing of its disapproval of such Application. The reinstated Policy shall cover only Loss resulting from such Accidental Injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM: Written Notice of Claim must be given to the Company within 20 days after the occurrence or commencement of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the Beneficiary to the Company at Houston, Texas, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to the Company at its said office within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS: Indemnity for Loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the Insured. If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured or Beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

CHANGE OF BENEFICIARY: Unless the Insured makes an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to the Insured and the consent of Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this Policy.

ADDITIONAL DEPENDENTS: Anyone who becomes a spouse or dependent Child of the Insured after the Effective Date of this Policy may be added by making written Application, providing evidence of eligibility and insurability satisfactory to the Company and upon payment of any required premium. The acceptance of additional dependents will be shown by an endorsement affixed to this Policy and the date of such endorsement shall be the Effective Date under this Policy with respect to such additional dependents.

With respect to a newborn Child, coverage is effective from the moment of birth for a period of 31 days without evidence of insurability or acceptance by the Company. After 31 days, such Child will remain a named dependent only if written notice of birth is received by the Company before the next premium due date, or within the Grace Period, and any required premium is paid for such dependent.

An adopted Child's coverage is effective on the date of the **filing of the petition to adopt**, subject to written notice and payment of any required premium which must be received by Us within 31 days after placement. For purposes of this provision, placement means the assumption by the Insured of physical custody of the adopted child and the financial support and care of the Child.

OTHER INSURANCE IN THIS COMPANY: Insurance effective at any one time on the Insured under a like Policy or policies in this Company is limited to one such Policy elected by the insured, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

UNPAID PREMIUM: Upon payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

UNEARNED PREMIUM: If coverage of this Policy terminates because of Your death, the unearned premiums paid for any period beyond the end of the policy month, if any, in which the death occurred will be returned to the beneficiary of Your estate. The unearned premiums, if any, will be paid in a lump sum on a date no later than thirty (30) days after proof of Your death has been furnished to Us.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such state.

PREMIUM RATES MAY BE CHANGED ON A CLASS BASIS
GUARANTEED RENEWABLE TO AGE 80



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

SUPPLEMENTAL ACCIDENT EXPENSE POLICY

Philadelphia American Life Insurance Company will be referred to in this Policy as "Company", "We", "Us", and/or "Our". The individual(s) as shown in the Application is referred to in this Policy as "Insured", "You" and/or "Your".

This Policy is issued in consideration of the statements made in the Application and the payment of the premiums specified herein. We hereby insure the Applicant, first named on the Policy Schedule, and all dependent members of the Insured's family, if any, named on the Application (copy of which is attached), and will pay for loss or expense of Accidental Bodily Injuries, as defined herein, which occur while this Policy is in force, subject to all provisions of this Policy.

The first premium is due on the Effective Date. Renewal premiums are due on the same date of each calendar month after the Effective Date. The name, sex and date of birth of the Insured and Effective Date are shown in the Application.

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between You and Us.

SPECIAL NOTICE TO THE APPLICANT

This Policy is issued based on the "Representation and Questions of the Applicant" in the Application for this Policy. If any information shown on it is not correct and complete, or if any past medical history has been left out, write to Us immediately. A copy of Your Application is enclosed. If to Your knowledge, there is any fraudulent misstatement in Your Application or if any relevant part of Your medical history has been omitted, Your Policy may not be a valid contract. The best time to determine this matter is now, *before* a claim arises. If for any reason any such situation exists, contact Us at Our Home Office shown above.

NOTICE OF 10-DAY RIGHT TO EXAMINE POLICY

If this Policy for any reason is unsatisfactory, and within 10 days following receipt thereof it is returned to the Company's Home Office in Houston, Texas, the premium paid will be refunded. If returned, this Policy will be canceled and declared null and void from the Effective Date.

RENEWAL AND PREMIUM PAYMENT PROVISIONS

PREMIUM PAYING PERIOD: This Policy is guaranteed renewable to age 80 by the timely payment of premiums. It must be paid on or before its due date, or within the 31 days that follow. When an Insured's coverage terminates at age 80, coverage for other Insured Persons, if any, shall continue under this Policy. The payment of a premium will not continue this Policy in force beyond the next premium due date. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured in a state in the same class. If We change the premium rates, We will notify the Insured at least 45 days before the change becomes effective. We will notify the Insured at his last known address according to Our records. The initial premium for this Policy is guaranteed not to change for a period of 12 months.

IN WITNESS THEREOF, We have caused this Policy to be signed by Our President and Our Secretary. This Policy takes effect at 12:01 A.M. at Your residence on its Effective Date. This Policy terminates at 12:01 A.M. on the date any renewal premium is due and not paid, subject to the Grace Period.

SECRETARY

PRESIDENT

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- (1) under age 19; or
- (2) under age 25 and enrolled as a full-time student in an accredited school or college.

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A Child born to the Insured while this Policy is in force will be covered from the moment of birth, subject to written notice and payment of the applicable premium which must be received by Us within 31 days after such Child's birth.

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H. MEDICALLY NECESSARY: A service, type of care or procedure that is specified in a plan of care prepared by a Physician and is appropriate and consistent with the Physician's diagnosis that could not be omitted without adversely affecting the Insured's illness or condition.

I. PHYSICIAN is identified as any licensed practitioner of the healing arts practicing within the scope of his/her license and within the state of his/her licensure.

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses which are due to the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are due to the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies which are due to the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which are due to the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) sickness, illness or bodily infirmity;
- (2) suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) dental care or treatment due to accidental Injury to natural teeth;
- (4) war or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) alcoholism or drug addiction;
- (6) travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) the Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
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DEATH OF INSURED/TERMINATION OF POLICY

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The spouse of the Insured shall cease to be an Insured Person at the end of the term during which the spouse becomes divorced or legally separated from the Insured. The spouse shall be eligible for a Conversion Policy, at attained age and without evidence of insurability, then in use by the Company which most closely approximates the coverage provided by this Policy. Written request for conversion and payment of the first premium must be made within 31 days after termination of insurance under this Policy.

The covered dependent Children of the Insured shall cease to be Insured Persons at the end of the term during which they have reached the limiting age or marry.

The attainment of the limiting age for a covered dependent will not cause coverage to terminate while that person is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent on You for support and maintenance. Chiefly dependent means the covered dependent receives the majority of his/her financial support from You.

We will request in writing that You provide proof that the dependent is in fact a disabled and dependent person within 31 days of the date the dependent reaches the limiting age and, thereafter, We may request such proof no more frequently than annually. In the absence of such proof, We may terminate the coverage of such person after the attainment of the limiting age.

Termination of this Policy shall be without prejudice to any continuous loss that commenced while the policy was in force. The extension of benefits beyond the period the policy was in force is subject to the continuous total disability of the insured person and is limited to the duration of the policy benefit period or payment of the maximum benefits.

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REINSTATEMENT: If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy provided, however, that if the Company or such agent requires an application for reinstatement, this Policy will be reinstated upon approval of such Application by the Company or, lacking such approval, upon the 45th day following the date of such Application, unless the Company has previously notified the Insured in writing of its disapproval of such Application. The reinstated Policy shall cover only Loss resulting from such Accidental Injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM: Written Notice of Claim must be given to the Company within 20 days after the occurrence or commencement of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the Beneficiary to the Company at Houston, Texas, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to the Company at its said office within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS: Indemnity for Loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the Insured. If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured or Beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

CHANGE OF BENEFICIARY: Unless the Insured makes an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to the Insured and the consent of Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this Policy.

ADDITIONAL DEPENDENTS: Anyone who becomes a spouse or dependent Child of the Insured after the Effective Date of this Policy may be added by making written Application, providing evidence of eligibility and insurability satisfactory to the Company and upon payment of any required premium. The acceptance of additional dependents will be shown by an endorsement affixed to this Policy and the date of such endorsement shall be the Effective Date under this Policy with respect to such additional dependents.

With respect to a newborn Child, coverage is effective from the moment of birth for a period of 31 days without evidence of insurability or acceptance by the Company. After 31 days, such Child will remain a named dependent only if written notice of birth is received by the Company before the next premium due date, or within the Grace Period, and any required premium is paid for such dependent.

An adopted Child's coverage is effective on the date of the Child's placement in the Insured's custody, subject to written notice and payment of any required premium which must be received by Us within 31 days after placement. For purposes of this provision, placement means the assumption by the Insured of physical custody of the adopted child and the financial support and care of the Child.

OTHER INSURANCE IN THIS COMPANY: Insurance effective at any one time on the Insured under a like Policy or policies in this Company is limited to one such Policy elected by the insured, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

UNPAID PREMIUM: Upon payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such state.

PREMIUM RATES MAY BE CHANGED ON A CLASS BASIS
GUARANTEED RENEWABLE TO AGE 80



P. O. Box 4884 • Houston, Texas 77210-4884 • 1-800-552-7879

SUPPLEMENTAL ACCIDENT EXPENSE POLICY

Philadelphia American Life Insurance Company will be referred to in this Policy as "Company", "We", "Us", and/or "Our". The individual(s) as shown in the Application is referred to in this Policy as "Insured", "You" and/or "Your".

This Policy is issued in consideration of the statements made in the Application and the payment of the premiums specified herein. We hereby insure the Applicant, first named on the Policy Schedule, and all dependent members of the Insured's family, if any, named on the Application (copy of which is attached), and will pay for loss or expense of Accidental Bodily Injuries, as defined herein, which occur while this Policy is in force, subject to all provisions of this Policy.

The first premium is due on the Effective Date. Renewal premiums are due on the same date of each calendar month after the Effective Date. The name, sex and date of birth of the Insured and Effective Date are shown in the Application.

READ YOUR POLICY CAREFULLY

This Policy is a legal contract between You and Us.

SPECIAL NOTICE TO THE APPLICANT

This Policy is issued based on the "Representation and Questions of the Applicant" in the Application for this Policy. If any information shown on it is not correct and complete, or if any past medical history has been left out, write to Us immediately. A copy of Your Application is enclosed. If to Your knowledge, there is any fraudulent misstatement in Your Application or if any relevant part of Your medical history has been omitted, Your Policy may not be a valid contract. The best time to determine this matter is now, *before* a claim arises. If for any reason any such situation exists, contact Us at Our Home Office shown above.

NOTICE OF 10-DAY RIGHT TO EXAMINE POLICY

If this Policy for any reason is unsatisfactory, and within 10 days following receipt thereof it is returned to the Company's Home Office in Houston, Texas, the premium paid will be refunded. If returned, this Policy will be canceled and declared null and void from the Effective Date.

RENEWAL AND PREMIUM PAYMENT PROVISIONS

PREMIUM PAYING PERIOD: This Policy is guaranteed renewable to age 80 by the timely payment of premiums. It must be paid on or before its due date, or within the 31 days that follow. When an Insured's coverage terminates at age 80, coverage for other Insured Persons, if any, shall continue under this Policy. The payment of a premium will not continue this Policy in force beyond the next premium due date. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured in a state in the same class. If We change the premium rates, We will notify the Insured at least 45 days before the change becomes effective. We will notify the Insured at his last known address according to Our records. The initial premium for this Policy is guaranteed not to change for a period of 12 months.

IN WITNESS THEREOF, We have caused this Policy to be signed by Our President and Our Secretary. This Policy takes effect at 12:01 A.M. at Your residence on its Effective Date. This Policy terminates at 12:01 A.M. on the date any renewal premium is due and not paid, subject to the Grace Period.

SECRETARY

PRESIDENT

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any Company, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of a felony.

THIS IS AN ACCIDENT ONLY POLICY AND IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS.

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DEFINITIONS

A. AMBULATORY SURGICAL CENTER is defined as any licensed public or private establishment with one or more Physicians with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures with continuous Physician services and registered professional nursing services whenever a patient is in the facility and which does not provide services or other accommodations for patients to stay overnight.

B. CHILD OR CHILDREN: unless excluded from coverage, means Your unmarried Children, stepchildren and adopted Children who are dependent on You. They must also be:

- (1) under age 19; or
- (2) under age 25 and enrolled as a full-time student in an accredited school or college.

Children also include any Children for whom You must provide medical support under a court order. A Child is considered Your Child if You are a party in a suit in which adoption of the Child by You is sought and such Child is ultimately adopted by You. Also included as Children are grandchildren whom You claim as dependents for federal income tax purposes.

C. COVERED EXPENSES means charges which are:

- (1) for Medically Necessary services, supplies, care and treatment;
- (2) due to an Accidental Injury;
- (3) prescribed, performed or ordered by a Physician;
- (4) incurred while the Insured is covered under this Policy; and
- (5) the actual charges for the services, supplies, care and treatment prescribed, up to the specified limits and maximums shown on the Policy Schedule.

D. HOSPITAL is identified as an institution that is licensed as a Hospital and operated pursuant to law. It does not mean to include convalescent homes, convalescent facilities, rest facilities and nursing facilities, home or facilities primarily for the aged, drug addicts, alcoholics, or those primarily affording care for mental or nervous disorders.

E. INJURY or **ACCIDENTAL INJURY** or **ACCIDENTAL BODILY INJURY** means physical damage to an Insured Person, which is caused by an injury, sustained on or after the Effective Date, and while this Policy is in force, which is the direct cause of the Loss, independent of disease, bodily infirmity or any other cause.

F. INSURED: If this is an Insured only or Child(ren) only Plan, "Insured" means only the Insured named on the Policy Schedule. If this is a Single Parent, Insured and Spouse or Family Plan, "Insured" means the following provided they are named on the Policy Schedule or added later as provided in the section "Additional Dependents": (1) the Insured; (2) the Insured's spouse; (3) the Insured's unmarried dependent Children who are under age 19 or under age 25 and enrolled as a full-time student in an accredited school or college; (4) a grandchild who is Your dependent for federal income tax purposes; and (5) a Child for whom You must provide medical support under an order issued under Section 14.601, Family Code, or enforceable by a court in this state. Coverage shall be provided for an adopted Child of the Insured to the same extent as the coverage provided by this Policy for the Insured's dependent Children.

A Child born to the Insured while this Policy is in force will be covered from the moment of birth, subject to written notice and payment of the applicable premium which must be received by Us within 31 days after such Child's birth.

G. LOSS: For Dismemberment Benefits, "Loss" means: (1) with respect to finger or toe, severance at the joint closest to the wrist or ankle; (2) with respect to hand, or foot, severance at or above the wrist or ankle joint; (3) with respect to arm or leg, severance at or above the shoulder joint or pelvis; (4) with respect to sight, total and permanent blindness.

H. MEDICALLY NECESSARY: A service, type of care or procedure that is specified in a plan of care prepared by a Physician and is appropriate and consistent with the Physician's diagnosis that could not be omitted without adversely affecting the Insured's illness or condition.

I. PHYSICIAN is identified as any licensed practitioner of the healing arts practicing within the scope of his/her license and within the state of his/her licensure.

BENEFITS

PART I - ACCIDENTAL DEATH

If an Accidental Bodily Injury results in the loss of life of the Insured Person within 90 days of the accident causing such Injury, the Company will pay the Accidental Death Benefit shown on the Policy Schedule. The Accidental Death Benefit shall be paid to the Beneficiary, if any, otherwise to the estate of the Insured.

PART II – MEDICAL EXPENSE BENEFIT

If, as the result of Accidental Bodily Injury, an Insured Person requires medical treatment, the Company will pay the actual charges incurred for Covered Expenses which are due to the accident causing the Injury. The maximum benefit amount payable for any one accident for the Insured Person shall not exceed the Medical Expense Benefit shown on the Policy Schedule.

For medical treatment received by the Insured Person on an outpatient basis, Covered Expenses include Physician Charges, Surgery, X-rays, Reduction of Fractures or other emergency first-aid expenses incurred in a Physician's Office, Clinic, Outpatient Hospital Facility or Ambulatory Surgical Center which are due to the accident causing such Injury. If Covered Expenses are incurred at a Hospital emergency room, a \$50 deductible will apply for each Accidental Injury.

For medical treatment received by the Insured Person confined in a Hospital as a resident bed patient, Covered Expenses include Physician charges, Hospital room and Medically Necessary Hospital billed services and supplies which are due to the accident causing such Injury.

PART III – DAILY HOSPITAL CONFINEMENT BENEFIT

If, as the result of Accidental Bodily Injury, the Insured Person is Hospital confined, the Company will pay the Daily Hospital Confinement Benefit shown on the Policy Schedule for each day of such confinement, up to a maximum of 30 days of Hospital confinement resulting from any one accident.

PART IV – AIR AND GROUND AMBULANCE BENEFIT

If, as a result of Accidental Bodily Injury, an Insured Person requires Medically Necessary air or ground ambulance transportation to or from a Hospital, We will pay the actual charges for such transportation which are due to the accident causing such Injury. The maximum Air or Ground Ambulance Benefit payable for any one accident is shown on the Policy Schedule.

PART V – ACCIDENTAL DISMEMBERMENT BENEFIT

If an Accidental Bodily Injury results in Loss of finger, toe, hand, arm, foot, leg or sight of the Primary Insured within 90 days of the accident causing such Injury, the Company will pay the Accidental Dismemberment Benefit shown in the Policy Schedule. This benefit is provided for the Primary Insured only. This benefit is not provided for the spouse or dependent Children, if any, covered under this Policy.

The total amount payable for all Losses resulting from the same accident will not exceed the Maximum Dismemberment Benefit Per Accident shown in the Policy Schedule.

EXCLUSIONS AND LIMITATIONS

Benefits otherwise provided by this Policy will not be payable for services or expenses or any such Loss resulting from or in connection with:

- (1) sickness, illness or bodily infirmity;
- (2) suicide, attempted suicide or intentional self-inflicted Injury, whether sane or insane;
- (3) dental care or treatment due to accidental Injury to natural teeth;
- (4) war or any act of war (whether declared or undeclared) or participating in a riot or felony;
- (5) alcoholism or drug addiction;
- (6) travel or flight in any aircraft or device which can fly above the earth's surface in any capacity other than as a fare paying passenger on a regularly scheduled airline;
- (7) the Insured's commission or attempt to commit a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation;
- (8) charges incurred outside the U.S. if an Insured traveled to the location for the purpose of receiving medical services, drugs or supplies;

DEATH OF INSURED/TERMINATION OF POLICY

This Policy is made with the Insured who has signed the Application heretofore. Such Insured is the Beneficiary of all Insured Persons, and every transaction relating to this Policy shall be between the Company and such Insured. In the event of death of such Insured, the spouse, if an Insured Person, shall automatically become the Insured and Beneficiary of all Insured Persons.

The spouse of the Insured shall cease to be an Insured Person at the end of the term during which the spouse becomes divorced or legally separated from the Insured. The spouse shall be eligible for a Conversion Policy, at attained age and without evidence of insurability, then in use by the Company which most closely approximates the coverage provided by this Policy. Written request for conversion and payment of the first premium must be made within 31 days after termination of insurance under this Policy.

The covered dependent Children of the Insured shall cease to be Insured Persons at the end of the term during which they have reached the limiting age or marry.

The attainment of the limiting age for a covered dependent will not cause coverage to terminate while that person is and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical handicap and chiefly dependent on You for support and maintenance. Chiefly dependent means the covered dependent receives the majority of his/her financial support from You.

~~We will request in writing that You must provide proof that the dependent is in fact a disabled and dependent person, within 31 days of the date the dependent reaches the limiting age and thereafter. We may request such proof no more frequently than annually. In the absence of such proof, We may terminate the coverage of such person after the attainment of the limiting age.~~

Termination of this Policy shall be without prejudice to any continuous loss that commenced while the policy was in force. The extension of benefits beyond the period the policy was in force is subject to the continuous total disability of the insured person and is limited to the duration of the policy benefit period or payment of the maximum benefits.

GENERAL PROVISIONS

ENTIRE CONTRACT: This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the Effective Date of this Policy, no misstatement, except fraudulent misstatements, made by the Applicant in the Application for such Policy shall be used to void this Policy or to deny a claim for Loss incurred commencing after the expiration of such 2 year period.

GRACE PERIOD: A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period this Policy shall continue in force.

REINSTATEMENT: If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by the Company or by any agent duly authorized by the Company to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate this Policy provided, however, that if the Company or such agent requires an application for reinstatement, this Policy will be reinstated upon approval of such Application by the Company or, lacking such approval, upon the 45th day following the date of such Application, unless the Company has previously notified the Insured in writing of its disapproval of such Application. The reinstated Policy shall cover only Loss resulting from such Accidental Injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

NOTICE OF CLAIM: Written Notice of Claim must be given to the Company within 20 days after the occurrence or commencement of any Loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the Beneficiary to the Company at Houston, Texas, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

CLAIM FORMS: The Company, upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

PROOF OF LOSS: Written Proof of Loss must be furnished to the Company at its said office within 90 days after the date of such Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as is reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under this Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss.

PAYMENT OF CLAIMS: Indemnity for Loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such Beneficiary or to such estate. All other indemnities will be payable to the Insured. If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or Beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00 to any relative by blood or connection by marriage to the Insured or Beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

PHYSICAL EXAMINATION AND AUTOPSY: The Company at its own expense shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of 3 years after the time written Proof of Loss is required to be furnished.

CHANGE OF BENEFICIARY: Unless the Insured makes an irrevocable designation of Beneficiary, the right to change of Beneficiary is reserved to the Insured and the consent of Beneficiary or Beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of Beneficiary or Beneficiaries, or to any other changes in this Policy.

ADDITIONAL DEPENDENTS: Anyone who becomes a spouse or dependent Child of the Insured after the Effective Date of this Policy may be added by making written Application, providing evidence of eligibility and insurability satisfactory to the Company and upon payment of any required premium. The acceptance of additional dependents will be shown by an endorsement affixed to this Policy and the date of such endorsement shall be the Effective Date under this Policy with respect to such additional dependents.

With respect to a newborn Child, coverage is effective from the moment of birth for a period of 31 days without evidence of insurability or acceptance by the Company. After 31 days, such Child will remain a named dependent only if written notice of birth is received by the Company before the next premium due date, or within the Grace Period, and any required premium is paid for such dependent.

An adopted Child's coverage is effective on the date of the filing of the petition to adopt Child's placement in the Insured's custody, subject to written notice and payment of any required premium which must be received by Us within 31 days after placement. For purposes of this provision, placement means the assumption by the Insured of physical custody of the adopted child and the financial support and care of the Child.

OTHER INSURANCE IN THIS COMPANY: Insurance effective at any one time on the Insured under a like Policy or policies in this Company is limited to one such Policy elected by the insured, his Beneficiary or his estate, as the case may be, and the Company will return all premiums paid for all other such policies.

UNPAID PREMIUM: Upon payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

UNEARNED PREMIUM: If coverage of this Policy terminates because of Your death, the unearned premiums paid for any period beyond the end of the policy month, if any, in which the death occurred will be returned to the beneficiary of Your estate. The unearned premiums, if any, will be paid in a lump sum on a date no later than thirty (30) days after proof of Your death has been furnished to Us.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the state in which the Insured resides on such date, is hereby amended to conform to the minimum requirements of such state.

UNINSURABLE OCCUPATIONS & ACTIVITIES

- Professional Athletes
- Window Washers
- Miners
- Crop Dusters
- Commercial Fishermen
- Federal Employees
- Policemen
- Security Guards
- Highway Workers
- Rodeo Riders
- Loggers
- Quarry Workers
- Migrant Workers
- Oil Field Workers
- Taxi Drivers
- Firemen
- Entertainers

EFFECTIVE DATE

The insurance applied for shall not take effect until your application is approved, the policy is issued, and the required premium has been paid. If the application is received in the Home Office on or before the 15th of the month, the effective date of the policy will be the 1st of the following month, subject to underwriting approval. If the application is received in the Home Office after the 15th of the month, the effective date of the policy will be the 15th of the month succeeding the following month, subject to underwriting approval. The insured can return the policy for any reason within 10 days of its delivery. Any premium paid will be refunded.

INJURY FACTS*

- 120,000 people lost their lives by accidental injury in 2007.
- The costs of unintentional injuries amounted to \$684.4 billion in 2007.
- It is estimated that over 26 million people suffered disabling accidental injuries as a result of motor vehicle, work and home accidents combined in 2007.

* Source: National Safety Council's report on injuries in America, 2009 Edition.

CONDITIONAL RECEIPT

Received from _____ for Accident

Insurance in the amount of \$ _____ for _____ months premium.

AGENT SIGNATURE _____

AGENT NAME (PRINT) _____

DATE _____

IMPORTANT NOTICE: This receipt is void if it is not signed by the Agent, has been modified, or if the payment is made by a check that is not honored when presented for payment.

PREMIUM CHECKS MUST BE MADE PAYABLE TO PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY. DO NOT MAKE CHECK PAYABLE TO THE AGENT OR LEAVE PAYEE BLANK.

If applying for coverage, you will receive an Outline of Coverage from your representative.



P.O. BOX 4884
HOUSTON, TX 77210-4884
1-800-552-7879

Enhanced 24 Hour ACCIDENT EXPENSE INSURANCE PLAN

*COVERAGE 24 HOURS A DAY,
ANYWHERE IN THE WORLD*



PHILADELPHIA AMERICAN LIFE INSURANCE COMPANY

Underwritten By:
Philadelphia American Life
Insurance Company
Houston, Texas
Policy form H-0089

H-0089.BR

DOC-7416

Accidents happen when you least expect them – at home, at work, while playing or while traveling.

You can't plan on them, but you can plan for them.

Philadelphia American Life's Enhanced 24 -Hour Accident Plan – More Protection When You Need It Most.

ENHANCED ACCIDENT PLAN FEATURES

- 1 or 2 units of accident coverage available
- Issue ages 0-75
- Guaranteed renewable to age 80
- \$50,000 or 100,000 of Accidental Death Benefit
- Pays in addition to any other insurance
- Individual, Individual & Spouse, Single Parent, Family, and Children Only coverage available
- Optional Accident Disability Income Benefit for the Primary Insured at additional cost

BENEFIT FEATURES

BENEFIT	1 UNIT	2 UNITS
ACCIDENTAL INJURY BENEFIT This benefit pays the actual charges for medical treatment due to accidental injury up to the amount shown per unit. Covered expenses include physician's fees, surgery, x-rays, reduction of fractures and dislocations or other emergency first-aid expenses. All covered expenses must be incurred within 21 days of the accident causing injury. If expenses are incurred at a hospital emergency room, a \$50 deductible will apply for each accidental injury.	\$2,000	\$4,000
ACCIDENTAL DEATH BENEFIT This benefit pays a fixed amount per unit if an insured suffers a fatality as a result of an accident.	\$50,000	\$100,000
GROUND OR AIR AMBULANCE This benefit pays the actual charges for ground or air ambulance transportation due to an accidental injury, up to the amount shown per unit.	\$5,000	\$10,000
HOSPITAL INCOME BENEFIT If an insured is hospitalized for an accidental injury, we will pay a fixed amount per day, beginning the first day of confinement, subject to the number of units purchased. Payment will be made up to 30 days per hospital confinement resulting from any one accidental injury.	\$150	\$300
DISMEMBERMENT BENEFITS This benefit pays a fixed amount per unit if the Primary Insured suffers any of the following dismemberments as a result of accidental injury. Benefits are for the Primary Insured only.		
Loss of Finger or Toe		
Single Loss Benefit	\$500	\$1,000
Multiple Loss Benefit	\$1,000	\$2,000
Loss of Hand, Arm, Foot, Leg		
Single Loss Benefit	\$5,000	\$10,000
Multiple Loss Benefit	\$10,000	\$20,000
Loss of Sight		
Single Loss Benefit (One Eye)	\$5,000	\$10,000
Multiple Loss Benefit (Both Eyes)	\$10,000	\$20,000

MONTHLY BANK DRAFT RATES

	1 UNIT	2 UNITS
24 Hour Accident Expense		
INSURED	\$23.00	\$31.05
INSURED & SPOUSE	\$44.28	\$56.93
INSURED & CHILDREN	\$53.48	\$69.00
FAMILY	\$74.75	\$94.88
CHILD ONLY (per child)	\$16.10	\$20.13

ISSUE AGES

	AGES
Accident Plan	0-75*
Optional Accident Disability Rider	18-64

OPTIONAL BENEFITS

ACCIDENT DISABILITY INCOME BENEFIT	1 UNIT	2 UNITS
	\$1,000	\$2,000
If the Primary Insured incurs an accident disability, we will pay a monthly disability benefit, on a weekly basis, beginning the thirty first day, up to a maximum benefit period of 12 months or 24 months. This benefit applies only to the Primary Insured and pays up to 60% of the insured's gross monthly income.		

MONTHLY BANK DRAFT RATES

Accident Disability Income RIDER		1 UNIT	2 UNITS
Occ. Type 1	12 months	\$10.35	\$20.70
Occ. Type 1	24 months	\$13.23	\$26.45
Occ. Type 2	12 months	\$19.55	\$39.10
Occ. Type 2	24 months	\$26.45	\$52.90

Rates may change by class

Modal Factors: Annual = 10.87 x MBD; Semi-Annual = 5.76 x MBD; Quarterly = 2.93 x MBD

*Age 65 & over are eligible for 1 unit only