

SERFF Tracking Number: BLAH-127133028 State: Arkansas  
Filing Company: Berkley Life and Health Insurance Company State Tracking Number: 48605  
Company Tracking Number: AH53051  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Individual Sportsperson Accident  
Project Name/Number: Individual Sportsperson Accident/AH53051

## Filing at a Glance

Company: Berkley Life and Health Insurance Company

Product Name: Individual Sportsperson SERFF Tr Num: BLAH-127133028 State: Arkansas

Accident

TOI: H02I Individual Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 48605  
Closed

Sub-TOI: H02I.000 Health - Accident Only Co Tr Num: AH53051 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Susan Bradbury, Diana Disposition Date: 07/27/2011

Mandile, Caren Alvarado, Lee

Davidson

Date Submitted: 04/28/2011 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Sportsperson Accident

Status of Filing in Domicile: Pending

Project Number: AH53051

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently filed  
in our state of domicile Iowa

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 07/27/2011

State Status Changed: 07/27/2011

Deemer Date:

Created By: Susan Bradbury

Submitted By: Susan Bradbury

Corresponding Filing Tracking Number:

Filing Description:

Berkley Life and Health Insurance Company wishes to submit the enclosed Individual Accident-Only insurance forms for your review and approval. The forms are new and are not intended to replace any existing forms previously filed and approved by your Department.

Upon approval by the Department, the marketing will be primarily through licensed agents and brokers. All marketing methods will always be employed in accordance with state law and regulation.

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This is an accident only program which provides coverage for certain losses resulting from injuries incurred during a covered accident which occurs while you a Policyholder is in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions. This is a single premium, nonrenewable, non-cancellable policy with a one year duration.

Any bracketed information is being filed as variable and is illustrative. Unless otherwise informed, we reserve the right on a case by case basis to alter the layout of the enclosed forms, including color, type face and font, and to go outside the range of variables set forth in the forms if we are requested to do so by the policyholder, but will only do so if such changes are within the allowable parameters or requirements in the state statutes. We certify that the type size will always remain as the state required size and all statutory/regulatory requirements will not be changed.

The forms themselves note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material indicated by hard brackets ([ ]) that enclose an entire page or paragraphs, phrases or words indicate that text may be included, excluded or modified as requested by the Policyholder. Variable material will never be more restrictive that permitted by law. Additionally, variations may result from negotiations between us and the Policyholder.

Our administrative office is Berkley Accident & Health, 2445 Kuser Road, Suite 201, Hamilton, NJ 08690, phone 609.584.6990. If you should have any questions or concerns regarding this submission, please do not hesitate to contact us. We thank you in advance for your prompt review of this filing.

## Company and Contact

### Filing Contact Information

Susan Bradbury, Director, Compliance sbradbury@berkleyah.com  
3655 North Point Parkway 609-584-4644 [Phone]  
Suite 125 866-790-2179 [FAX]  
Alpharetta, GA 30005

### Filing Company Information

Berkley Life and Health Insurance Company CoCode: 64890 State of Domicile: Iowa  
11201 Douglas Avenue Group Code: 98 Company Type: Accident and  
Health  
Urbandale, IA 50322 Group Name: Berkley Companies State ID Number:  
(866) 723-4452 ext. [Phone] FEIN Number: 91-6034263

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Berkley Life and Health Insurance Company	\$50.00	04/28/2011	47036575
Berkley Life and Health Insurance Company	\$100.00	04/29/2011	47070783

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 Product Name: Individual Sportsperson Accident  
 Project Name/Number: Individual Sportsperson Accident/AH53051

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/27/2011	07/27/2011
Approved-Closed	Rosalind Minor	05/13/2011	05/13/2011

### 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	05/12/2011	05/12/2011	Susan Bradbury	05/13/2011	05/13/2011
Pending Industry Response	Rosalind Minor	04/28/2011	04/28/2011	Susan Bradbury	04/29/2011	04/29/2011

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Exclusion 18	Note To Reviewer	Susan Bradbury	07/19/2011	07/19/2011
Exclusion #18, Hernia	Note To Filer	Rosalind Minor	07/19/2011	07/19/2011

*SERFF Tracking Number:*      *BLAH-127133028*                      *State:*                      *Arkansas*  
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*Product Name:*              *Individual Sportsperson Accident*  
*Project Name/Number:*      *Individual Sportsperson Accident/AH53051*

## **Disposition**

Disposition Date: 07/27/2011

Implementation Date:

Status: Approved-Closed

Comment:

After reviewing your Note to Reviewer on 7/19/11, we agree with your comments. The filing will maintain it's original approval date of 5/13/11.

Rate data does NOT apply to filing.

SERFF Tracking Number: *BLAH-127133028* State: *Arkansas*  
 Filing Company: *Berkley Life and Health Insurance Company* State Tracking Number: *48605*  
 Company Tracking Number: *AH53051*  
 TOI: *H021 Individual Health - Accident Only* Sub-TOI: *H021.000 Health - Accident Only*  
 Product Name: *Individual Sportsperson Accident*  
 Project Name/Number: *Individual Sportsperson Accident/AH53051*

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	No
<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
<b>Form</b>	Individual Annual Sportsperson Accident Policy	Approved-Closed	Yes
<b>Form</b>	Individual Annual Sportsperson Accident enrollment	Approved-Closed	Yes
<b>Form (revised)</b>	Policy Endorsement	Approved-Closed	Yes
<b>Form</b>	Policy Endorsement	Replaced	Yes

*SERFF Tracking Number:*      *BLAH-127133028*                      *State:*                      *Arkansas*  
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*Project Name/Number:*      *Individual Sportsperson Accident/AH53051*

## **Disposition**

Disposition Date: 05/13/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *BLAH-127133028* State: *Arkansas*  
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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
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<b>Supporting Document</b>	Application	Approved-Closed	Yes
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<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
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<b>Form (revised)</b>	Policy Endorsement	Approved-Closed	Yes
<b>Form</b>	Policy Endorsement	Replaced	Yes

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Project Name/Number: Individual Sportsperson Accident/AH53051

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/12/2011

Submitted Date 05/12/2011

Respond By Date

Dear Susan Bradbury,

This will acknowledge receipt of the captioned filing.

Objection 1

- Individual Annual Sportsperson Accident Policy, AH53051 (Form)

Comment:

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

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 05/13/2011  
 Submitted Date 05/13/2011

Dear Rosalind Minor,

### Comments:

Hello Rosalind. Thank you for your correspondence.

### Response 1

Comments: I have added the above referenced provision to AH53052-AR State specific endorsement to the Policy form AH52051.

### Related Objection 1

Applies To:

- Individual Annual Sportsperson Accident Policy, AH53051 (Form)

Comment:

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

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy Endorsement	AH53052-AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	AH53052-AR	0.000	AH53052 AR_Rider.pdf

### Previous Version

<i>SERFF Tracking Number:</i>	<i>BLAH-127133028</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Berkley Life and Health Insurance Company</i>	<i>State Tracking Number:</i>	<i>48605</i>
<i>Company Tracking Number:</i>	<i>AH53051</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>Individual Sportsperson Accident</i>		
<i>Project Name/Number:</i>	<i>Individual Sportsperson Accident/AH53051</i>		
<i>Policy Endorsement</i>	<i>AH53052-AR</i>	<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial 0.000 AH53052 AR_Rider.pdf</i>

No Rate/Rule Schedule items changed.

I hope that this will allow you to expedite your approval. Thank you.

Sincerely,

Caren Alvarado, Diana Mandile, Lee Davidson, Susan Bradbury

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Product Name: Individual Sportsperson Accident  
Project Name/Number: Individual Sportsperson Accident/AH53051

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/28/2011

Submitted Date 04/28/2011

Respond By Date

Dear Susan Bradbury,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Individual Annual Sportsperson Accident Policy, AH53051 (Form)
- Individual Annual Sportsperson Accident enrollment, AH53053 (Form)
- Policy Endorsement, AH53052-AR (Form)

Comment:

Our filing fees under Rule and Regulation 57 have 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 \$150.00. 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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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/29/2011  
Submitted Date 04/29/2011

Dear Rosalind Minor,

### Comments:

Thank you for your correspondence.

### Response 1

Comments: I have submitted the additional \$100.00 in filing fees.

### Related Objection 1

Applies To:

- Individual Annual Sportsperson Accident Policy, AH53051 (Form)
- Individual Annual Sportsperson Accident enrollment, AH53053 (Form)
- Policy Endorsement, AH53052-AR (Form)

Comment:

Our filing fees under Rule and Regulation 57 have 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 \$150.00. 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.

No Rate/Rule Schedule items changed.

*SERFF Tracking Number:*      *BLAH-127133028*                      *State:*                      *Arkansas*  
*Filing Company:*              *Berkley Life and Health Insurance Company*      *State Tracking Number:*      *48605*  
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*Product Name:*              *Individual Sportsperson Accident*  
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Please continue your review. Thank you.

Sincerely,  
Caren Alvarado, Diana Mandile, Lee Davidson, Susan Bradbury

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Product Name: Individual Sportsperson Accident  
Project Name/Number: Individual Sportsperson Accident/AH53051

**Note To Reviewer**

**Created By:**

Susan Bradbury on 07/19/2011 08:27 AM

**Last Edited By:**

Susan Bradbury

**Submitted On:**

07/19/2011 08:27 AM

**Subject:**

Exclusion 18

**Comments:**

[Hernia, Heart attack (including myocardial infarction or coronary occlusion), stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]

The concern is that we cannot exclude a hernia that is incurred by a covered accident. The exclusions are bracketed only to be in or out as marketing decides. Therefore, if it was out, all hernia's would be covered and if it was in, the exclusion states we would not pay for a Hernia, "unless the immediate cause of Loss is external trauma." This would mean that a Hernia would be covered if it exists because of a covered accident.

I hope that this answers your concerns, let me know if this explanation will allow you to re-close this file, or if you need me to add language to the state specific rider to clarify this. Please be assured it is always our intent to comply with Arkansas' statutes.

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*Project Name/Number:*      *Individual Sportsperson Accident/AH53051*

**Note To Filer**

**Created By:**

Rosalind Minor on 07/19/2011 08:19 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

07/19/2011 08:19 AM

**Subject:**

Exclusion #18, Hernia

**Comments:**

As discussed in our telephone conversation on this date, our Rule 18, Section 6E, does not allow for an exclusion for Hernia. Since this is an Accident Only policy, a Hernia caused by an accident must be a covered benefit. I noticed that your exclusions are in variable brackets and you did confirm that a hernia which is cause by an accident would be covered.

It would be appreciated if you would change exclusion 18 to reflect the above.

Again, thank you for your cooperation.

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## Form Schedule

### Lead Form Number: AH53051

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/13/2011	AH53051	Policy/Cont ract/Fratern al	Individual Annual Sportsperson Accident Policy Certificate	Initial		42.600	AH53051.pdf
Approved-Closed 05/13/2011	AH53053	Application/ Enrollment Form	Individual Annual Sportsperson Accident enrollment	Initial		0.000	AH53053.pdf
Approved-Closed 05/13/2011	AH53052- AR	Policy/Cont ract/Fratern al	Policy Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: AH53052-AR Previous Filing #: AH53052-AR	0.000	AH53052AR_ Rider.pdf

# Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

**A Berkley Company**

**866.723.4452**

## ANNUAL [SPORTSPERSON'S] ACCIDENT POLICY

**Policyholder Name** [John Doe]  
**Policy Number:** [12345]  
**Policy Period:** [Annual]  
**Effective Date:** [December 1, 2010]  
**Expiration Date:** [December 1, 2011]  
**State of Issue:** [Wisconsin]

This Policy is a legal contract between the Policyholder and [Berkley Life and Health Insurance Company](#) (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium and the signed application and/or enrollment form. Coverage is subject to the terms and conditions described in this Policy. [Berkley Life and Health Insurance Company](#) and the Policyholder have agreed to all the terms of the policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy. Coverage will be terminated by the insurance company or the policyholder in accordance with the General Policy Provision called "Policy Termination".

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company, as of the Effective Date above:



President



Secretary

**THIS IS AN ACCIDENT ONLY INSURANCE POLICY.**

**THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.**

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.**

**THIS IS A LIMITED POLICY.**

**PLEASE READ THE POLICY CAREFULLY.**

**THIS IS A SINGLE TERM POLICY AND IS NOT RENEWABLE.**

**TEN DAY RIGHT TO EXAMINE POLICY:** After You have received this policy, if You are not satisfied with it, You have ten (10) days to return it to Us, or a licensed agent of ours, for a full refund of any premiums paid.

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## SCHEDULE OF BENEFITS

<b>Policyholder Name</b>	<b>[John Doe]</b>	<b>Policyholder DOB: [mo/day/year]</b>
<b>Policy Number:</b>	<b>[12345]</b>	
<b>Policy Period:</b>	<b>[Annual]</b>	
<b>Effective Date:</b>	<b>[December 1, 2010]</b>	
<b>Expiration Date:</b>	<b>[December 1, 2011]</b>	

This Schedule provides a brief outline of the coverage and benefits provided by the policy. Full details are found in the appropriate policy provision.

Various provisions in this Policy restrict coverage. **Please read the entire policy carefully** to determine Your rights, duties and what is and is not covered.

### **DESCRIPTION OF COVERAGES**

[Accidental Death, Dismemberment, or Loss of Sight]  
[Accident Medical Expense Benefit]  
[Accident Weekly Income (non-occupational)]

**TOTAL PREMIUM** [\$ 99.00]

### **DESCRIPTION OF BENEFITS**

Accidental Death, Dismemberment, or Loss of Sight Principal Sum	\$ [Variable, e.g. any amount from \$10,000 to \$50,000]
Accident Medical Expense Benefit Maximum Benefit Amount	\$ [Variable, e.g. any amount from \$1,000 to \$10,000]
Maximum Benefit Period per Covered Accident	[Variable e.g. any period , up to 52 weeks.]]
Accident Weekly Income (non-occupational) Maximum Benefit Period per Covered Accident	\$ [Variable e.g. any amount, \$25.00 to \$500.00 per week] [Variable e.g. any period , up to 26 weeks.]]

## DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of this Policy the capitalized terms used herein are defined as follows:

[**ACCIDENT** means a sudden, unexpected event that results in Injury to You.]

**BENEFIT PERIOD** means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for You and results in a Covered Loss for which benefits are payable.

[**COVERED EXPENSES** means expenses actually incurred by or on behalf of You for treatment, services and supplies covered by this Policy. ]

**COVERED LOSS or COVERED LOSSES** means an accidental death, dismemberment or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

**ELIGIBLE EXPENSES** means the Usual and Customary charges for services or supplies that are incurred by You for the "medically necessary" treatment of an Injury.

**HEALTH CARE PLAN** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- a. group or blanket insurance, whether on an insured or self-funded basis;
- b. Hospital or medical service organizations on a group basis;
- c. Health Maintenance Organizations on a group basis;
- d. group labor management plans;
- e. employee benefit organization plans;
- f. professional association plans on a group basis;
- g. any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
- h. automobile or other third party no-fault coverage.

[**HOSPITAL** means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
  - a) on its premises; or
  - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

Hospital does not include:

- 1) A clinic, or residential or nursing facility for convalescent, custodial, educational or nursing care; the aged, drug addicts or alcoholics; rehabilitation; or
- 2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless the services are rendered on an emergency basis; and a legal liability exists for the charges made to the individual for the services given in the absence of insurance.]

**[HOSPITAL STAY** means a Medically Necessary confinement of [24] or more consecutive hours as a registered resident bed-patient in a Hospital.]

**[IMMEDIATE FAMILY** means the Policyholder's parent, grandparent, spouse, Child(ren) (includes legally adopted or step Child(ren), brother, sister, [step-Child(ren), grandchild(ren), or in-laws].]

**INJURY** means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

**[MEDICALLY NECESSARY** means a treatment, service or supply that is:

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Physician or furnished by a Hospital;
- 3) performed in the least costly setting required by the condition;
- 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. ]

**[NURSE** means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.).]

**[PHYSICIAN** means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include You, Your spouse, son, daughter, father, mother, brother or sister or other relative.]

**POLICYHOLDER** means the person to whom the policy is issued.

**SEVERANCE** means the complete separation and dismemberment of the part from the body.

**[TOTAL DISABILITY** or **TOTALLY DISABLED** means the Policyholder is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Policyholder is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.] If not

employed, it means Policyholder is unable to perform the normal and customary activities of a healthy person of like age and sex due to a Covered Accident.]

[**USUAL AND CUSTOMARY CHARGES** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.]

**WE, OUR, US** means [Berkley Life and Health Insurance Company](#).

**YOU, YOUR, YOURS, HE or SHE** means the Policyholder whose insurance under the Policy is in force and to whom this Policy is issued.

### **INSURING AGREEMENT**

We will provide the benefits described in the policy to You if You suffer a loss that:

- 1) results from an Injury which, directly and independently of all other causes, is suffered from an Accident;
- 2) occurs during the policy period;
- 3) occurs while You are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions; and
- 4) is set forth in the DESCRIPTION OF BENEFITS section of the Policy.

### **EFFECTIVE DATE OF INSURANCE**

**Policy Effective Date.** This Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

The insurance is effective on the latest of the following dates:

- 1) the Policy Effective Date;
- 2) the date We receive the completed enrollment form; or
- 3) the date the required premium is paid

### **TERMINATION DATE OF INSURANCE**

#### **Policy Termination Date**

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

This Policy terminates automatically on the earlier of:

- 1) The Policy Expiration Date shown in the Schedule of this Policy; or
- 2) At any time during the policy term, if requested by the Policyholder in writing and provided to us or one of Our authorized agents; or
- 3) The end of the period for which premium has been paid.

### **PREMIUMS**

The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in advance by the Policyholder to Us at Our home office or to one of Our authorized agents. Premium is charged from the date coverage takes effect.

## DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

### EXPOSURE AND DISAPPEARANCE

If by reason of an accident occurring while Your coverage is in force under the Policy, You are unavoidably exposed to the elements and as a result of such exposure suffer a loss which is directly related to the exposure and for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy. The loss must occur within [one hundred (100) days] after the Accident happens.

If Your body is not found within one (1) year of Your disappearance after an Accident covered by this policy, We will deem that You died from the injuries when the Accident happened. We will require a valid death certificate or other legal proof of death issued by a court of appropriate jurisdiction.

### REDUCED LIMITS

#### AGE REDUCTION

If You are sixty-five (65) years or older before this policy begins or if You reach that age of sixty-five (65) during the policy term, any benefit payable under this policy and any maximum benefits shall be reduced by [one-half (1/2)].

[“Age” as used above refers to the age of the Policyholder on his or her most recent birthday.]

#### REDUCTION DUE TO LICENSED MOTOR POWERED LAND VEHICLE ACCIDENTS

If you lose Your life as a result of an Accident involving a licensed motor powered land vehicle, the maximum benefit payable is [ ten thousand dollars (\$10,000)].

#### [ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

If Injury to the Policyholder results in any of the Covered Losses shown below, within [180 days] from the date of a Covered Accident, the Company will pay the percentage of the Principal Sum shown below for that loss. [The Principal Sum is shown in the Schedule of Benefits.] [If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.]

#### Schedule of Covered Losses

<b><u>Loss of:</u></b>	<b><u>Benefit:</u></b>
	(Percentage of Principal Sum)
Life.....	100%
Two or More Members .....	100%
One Member.....	50%
Thumb and Index Finger of the Same Hand .....	25%
Four fingers of the Same Hand .....	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete Severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or

artificial means. "Loss of hearing" means permanent total deafness in both ears such that it cannot be corrected by any aid or device. "Loss of thumb and index finger of the same hand" means complete Severance of each through or above the metacarpophalangeal joint of both digits of the same hand.]

### **[ACCIDENT MEDICAL EXPENSE BENEFIT**

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges ;
- 2) for those Medically Necessary Covered Expenses incurred by You;
- 3) for Covered Expenses incurred within [26-52] weeks after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

The first Eligible Expense must be incurred within[ sixty (60)] days from the date of the Accident

You must be under the care of a Physician when the Eligible Expenses are incurred. The Eligible Expenses must be incurred solely for treatment of an Injury occurring during the benefit period.

No benefits are payable for any Eligible Expenses incurred for an Injury that has been paid or is payable by any other health care plan, regardless of any coordination of benefits provision contained in the health care plan.

The maximum of all accident medical expense benefits payable under the policy is shown on the SCHEDULE OF BENEFITS

[Covered Eligible Medical Expenses, from a Covered Accident, include but are not limited to the following:

- 1) Hospital room and board expenses; or intensive care room and board charges, for each day of the "hospital stay".
- 2) Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- 3) Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician's charges, x-rays, laboratory procedures, use of the emergency room and supplies.
- 4) Outpatient charges by a Hospital for pre-admission testing, if admission occurs within seven (7) days of the testing;
- 5) Outpatient surgery expenses, including Ambulatory Surgical Center.
- 6) Outpatient surgical room and supply expenses for use of the surgical facility.
- 7) Outpatient diagnostic x-rays, laboratory procedures and test expenses.
- 8) Physician surgical expenses. If an Injury requires two or more surgical procedures through the same incision, We will consider it as one procedure and will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, we will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
- 9) Second surgical opinion expenses.
- 10) Assistant Surgeon expenses when Medically Necessary.
- 11) Reconstructive surgery on an injured part of the body. We will not cover benefits for cosmetic surgery.

- 12) Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 13) Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.
- 14) Physician charges for other than pre- or post-operative care for in-hospital visits; and for office visits.
- 15) Outpatient laboratory test expenses
- 16) X-ray expenses (including reading charges) not including dental x-rays.
- 17) Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans.
- 18) Medical services and supplies for blood and blood transfusions; oxygen and its administration.
- 19) Registered Nurse Services Expenses for private duty nursing while the Policyholder is Hospital Confined, when services are ordered by a Physician
- 20) Ambulance expenses for transportation from the Accident site to the Hospital.
- 21) Medical equipment rental expenses for a wheelchair; an iron lung or other medical equipment that has therapeutic value for You if We have given prior approval. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- 22) Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident or Injury.]

#### **[ACCIDENT WEEKLY INCOME TOTAL DISABILITY BENEFIT (non-occupational)**

We will pay the Weekly Benefit Amount shown in the Schedule of Benefits to the Policyholder who is Totally Disabled from, and within [31 days] of, a Covered Loss resulting from an Injury.

Benefits will begin on the first day the Policyholder is totally disabled. We will pay one-seventh (1/7) of the weekly benefit for disability for each day the Policyholder is totally disabled. We will not pay for more than the number of weeks in the maximum Benefit Period as the result of any one Accident. The accident weekly income benefit payable under the policy, and the maximum benefit period, is shown on the SCHEDULE OF BENEFITS.

You must provide the Company proof that You are Totally Disabled. The Company reserves the right to determine, on the basis of all the facts and circumstances, that You are Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

Benefit payments will end on the first of the following dates:

- 1) the date the Policyholder is no longer Totally Disabled; or
- 2) the date of Your death; or
- 3) the date the Maximum Benefit Period for this benefit ends; or
- 4) the date You fail to submit satisfactory proof of continuing Total Disability].

#### **EXCLUSIONS**

This Policy does not cover any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily Injury]:

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared. , including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or

other agents, or any Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these].

3. [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization. (Reserve or National Guard active duty for training is not excluded unless it extends beyond thirty (30) days)];
4. [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
5. [Disease or disorder of the body or mind.]
6. [[Injury caused by, contributed to or resulting from the Policyholder's voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
7. [Voluntary intoxication or being under the influence of any drug or narcotic while legally hunting or fishing].
8. [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
9. [Loss resulting from participation in a riot, insurrection, or terrorist activity;
10. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
11. Repair or replacement of any orthopedic appliance or artificial dental restoration.
12. [Conditions that are not caused by a Covered Accident.]
13. [Covered Expenses for which You would not be responsible in the absence of this Policy.]
14. [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits .]
15. [Travel or activity outside the United States.]
16. [Aggravation or re-injury of a prior Injury that the Policyholder suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Policyholder's Physician.]
17. [Participation in any motorized race or speed contest.]
18. [Hernia, Heart attack (including myocardial infarction or coronary occlusion), stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
19. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
20. [Services or treatment rendered by a Physician, Nurse or any other person who is an Immediate Family member.]
21. [Medical malpractice as a result of treatment for an Injury.]
22. [Any treatment, service or supply not specifically covered by this Policy.]
23. [Eyeglasses, contact lenses, hearing aids.]
24. [Injuries which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, strains, sprains, etc.), which are a normal, foreseeable result of a sport or Policyholder function, unless this policy is specially endorsed.]
25. [The ownership, maintenance or use of any watercraft for a purpose other than legally hunting or fishing during any regulated or approved season while possessing all required licenses].
26. [An Accident that occurs while You are traveling on any public road or highway.]
27. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
  - i. [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
  - ii. [While being used for any test or experimental purpose; or]
  - iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
  - iv. [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Policyholder or any member of his household.]

[Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]

## CLAIMS PROVISIONS

**NOTICE OF CLAIM:** Written notice of death or Injury must be given to the Company within [20,30] days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at [Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department]. Notice should include the Policyholder's name and address as well as this Policy Number. If written notice is not received within [20,30] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [20,30] day period; and
- 2) it is further shown that notice was given as soon as possible.

**CLAIM FORMS:** When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

**PROOF OF LOSS:** Written proof of loss must be given to the Company within [180] days after the date of loss. If the proof of loss is not submitted within [180] day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the [180] day period; and
- 2) it is further shown that notice was given as soon as 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:** Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid within [30 days ]from the date the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

**PAYMENT OF CLAIMS:** All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled General Policy Provisions. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10<sup>th</sup> day after the death.

If You have not chosen a beneficiary, or if there is no beneficiary alive when You die, We will pay the accidental death benefit along with any other accrued benefits to Your:

- a. spouse, if living;
- b. if not, in equal shares to any living children;
- c. if there are none, in equal shares to any living parents;
- d. if there are none, in equal shares to any brothers and sisters; or
- e. if there are none, to Your estate.

Any payment made by Us in good faith pursuant to this provision will fully release Us to the extent of such payment.

All other benefits will be paid to You. If You die before all payments due have been made, the amount still payable will be paid to your beneficiary as described in the Designation and Change of Beneficiary provision of this Policy entitled General Policy Provisions.

**PHYSICAL EXAMINATIONS [AND AUTOPSY]:** We have the right to have a Physician of Our choice examine You as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination [or autopsy].

**[RECOVERY OF BENEFITS:** If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.

- 1) A request for lump sum payment of the amount [overpaid or paid in error] or
- 2) Reduction of any proceeds payable under this Policy by the amount [overpaid or paid in error.]]

Any payments made by Us in error shall be recoverable by Us from or among any persons, firms, or corporations to or for whom such payments were made. At our option, We may offset the overpayment against future benefit payments after written authorization from You. The acceptance of premium or paying other benefits shall not constitute a waiver of our rights under this section. Recovery or offset shall be in addition to any other remedy available to Us at law or in equity.

We reserve the right to recover from You any benefits paid, which payment is over and above the amount needed to make You whole for an Injury caused by a Covered Accident, and that are covered under:

- a. Worker's Compensation; or
- b. Occupational Disease Law; or
- c. any Employer's Liability insurance.

It will be presumed that You are in receipt of such other benefits unless written proof is provided to Us that such benefits have been denied.]

**TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:** If You incur Eligible Expenses for an Injury caused by a Covered Accident, and if You have been fully compensated for Your injuries and have rights to recover all or part of any payment We have made under this policy, those rights are transferred to Us. You must do nothing after Injury to impair any rights of recovery. At our request, You will assist Us in seeking recovery and enforcing those rights.

### **GENERAL POLICY PROVISIONS**

**ENTIRE CONTRACT/CHANGES:** This Policy and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** In the absence of fraud, all statements made by the Policyholder shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

**CLERICAL ERROR:** Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

**CONFORMITY WITH STATE STATUTES:** Any provision of this Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

**DESIGNATION OR CHANGE OF BENEFICIARY:** You may designate a beneficiary to whom loss of life benefits are payable.

You may change Your beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Company. When a request for designation or change is received, it will take effect on the date of its execution, whether or not You are living on the date it is received. Any interest created by the request will be subject to any payment made or action taken before its receipt. We are not responsible for its validity or sufficiency.

**ASSIGNMENT:** No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

**LEGAL ACTION:** All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

**WAIVER:** Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

**WORKERS' COMPENSATION:** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

# [Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

**A Berkley Company**

**866.723.4452]**

## [[Annual] [Outdoorsman] Accident Enrollment Form]

[Applicant/Policyholder (Full Legal Name) \_\_\_\_\_]

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ DOB: \_\_\_\_\_]

EFFECTIVE DATE OF COVERAGE(MO, DAY, YR):	TERMINATION DATE OF COVERAGE:
[March 1, 2011]	12 months from the effective date.

Note this is Annual Coverage ]

### Plan of Benefits

<u>Plan</u>	<u>Benefits</u>	<u>Premium</u>
<input type="checkbox"/> [Plan 1]	[[[\$50,000.00] Accidental Death & Dismemberment] [[[\$5,000.00] Accident Medical Expense] [[[\$100 per week] Total Disability]	[\$99.00]

Total Premium Due to Company [\$99.00]

Name of Beneficiary \_\_\_\_\_ Relationship to Insured \_\_\_\_\_

I understand and agree that if this application is accepted by the Company, coverage will begin on the date of acceptance or on the effective date shown above, whichever is later, subject to the payment of the required premium. .

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

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

**FL: WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.**

**VA: Please NOTE that these fraud warnings DO NOT apply in the State of Virginia.**

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

\_\_\_\_\_ Date: \_\_\_\_\_

(Policyholder Signature)

[Payment:  Check (Make check payable to [ADD RECIPIENT NAME HERE])

Visa/MasterCard/American Express (please complete the following authorization:

Name on Card \_\_\_\_\_ Expiration Date \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Telephone Number \_\_\_\_\_

Cardholder Signature \_\_\_\_\_]

AH 53053

# Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office:2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

**A Berkley Company**

## ARKANSAS RIDER

This Rider is attached to and made a part of Policy Number [12345] issued to [John Doe] (the Policyholder). The Policy is hereby amended for Arkansas as follows:

The following sentence is added to the **PREMIUM PROVISION**:

Upon the death of an insured, the proceeds payable to the insured, or his or her estate, under this Policy shall include premiums paid for any period beyond the end of the policy month in which the death occurred. Unearned premiums shall be paid in lump sum on a date no later than thirty (30) days after the proof of the insured's death has been furnished to the insurer.

## **CLAIMS PROVISIONS**

The **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

1. We shall pay or deny a Clean Claim within 30 days after We receive it if the claim was submitted electronically, or within 45 days after receipt if the claim was submitted by other means.
2. We shall notify the claimant within 30 days after receipt of the claim if We determine that more information is needed to resolve one or more issues. Our notice shall give an explanation of the additional information that is required. We may suspend the claim until We receive the requested information. We shall reopen and pay or deny a previously suspended claim within 30 days after We receive all the information We requested.
3. If We fail to pay or deny a Clean Claim in accordance with item 1. above or give notice in accordance with item 2. above, We shall pay a penalty to the claimant for the period beginning on the sixty-first day after receipt of the Clean Claim and ending on the Clean Claim payment date (the delinquent payment period), calculated as follows: the amount of the Clean Claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.
4. If We fail to pay or deny a claim in accordance with item 2. above which is not already subject to the penalty for the claim imposed by item 3. above, We shall pay a penalty to the claimant for the period beginning on the forty-sixth day after the last item of information requested was received and ending on the claim payment date (the delinquent payment period), calculated as follows: the amount of the claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such payment shall be paid without any action by the claimant.

“Clean Claim” means a claim for payment of health care expenses that is submitted on a HCFA 1500, on a UB92, in a format required by HIPAA, or on Our standard claim form with all required fields completed in accordance with Our published claim filing requirements. A Clean Claim shall not include a claim: (1) for payment of expenses incurred during a period of time for which premiums are delinquent; or (2) for which We need additional information in order to resolve one or more issues.

The following Sections are added:

## **CONSUMER INFORMATION NOTICE**

**The Insurance Company may be contacted at its Administrative Office:**

**Berkley Life and Health Insurance Company**

[2445 Kuser Road, Suite 201  
Hamilton Square, NJ 08690  
1-866-723-4452]

**The Insurance Agent may be contacted at:**

[Joseph Agent  
123 Main Street  
Anytown, AR 12345  
1-800-234-5678]

**The State Insurance Department may be contacted at:**

Arkansas Insurance Department  
[1200 West Third Street  
Little Rock, AR 72201-1904  
1-800-282-9134]

## **GUARANTY ASSOCIATION NOTICE**

### **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

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### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

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The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);

- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

**LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which benefits could be provided out of the assets of the impaired or insolvent insurer.

Signed for the Company:



President



Secretary

SERFF Tracking Number: BLAH-127133028 State: Arkansas  
 Filing Company: Berkley Life and Health Insurance Company State Tracking Number: 48605  
 Company Tracking Number: AH53051  
 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: Individual Sportsperson Accident  
 Project Name/Number: Individual Sportsperson Accident/AH53051

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	05/13/2011
<b>Comments:</b> This is not a P&C filing, however I have attached our Flesch Certification for your reference.		
<b>Attachment:</b> AH53051 GENERAL READ.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	05/13/2011
<b>Comments:</b> The enrollment form is attached for your approval with this filing, under the forms schedule.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Health - Actuarial Justification	Approved-Closed	05/13/2011
<b>Comments:</b> Attached.		
<b>Attachment:</b> AH53051 Act Memo.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Outline of Coverage	Approved-Closed	05/13/2011
<b>Comments:</b> Attached		
<b>Attachment:</b> Outdoorsman OOC.pdf		

READABILITY CERTIFICATION

RE: Form(s): **AH53051**  
**AH53053**

**Accident Policy**  
**Accident Enrollment Form**

We hereby certify that the form(s) listed above, to the best of our knowledge, meet the minimum reading ease score under the Flesch system.

Any rider or amendment which scores less than the minimum through the Flesch test will achieve, in combination with the policy to which it is attached, a score which meets at least the minimum.

Berkley Life and Health Insurance Company  
Company Name

*Susan Bradbury*

\_\_\_\_\_  
Susan E Bradbury  
Compliance Analyst

\_\_\_\_\_  
04/21/2011  
Date

General Readability

# Berkley Life and Health Insurance Company

Urbandale, Iowa

[Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690]

**A Berkley Company**

**866.723.4452**

## ANNUAL [SPORTSPERSON'S] ACCIDENT POLICY

### OUTLINE OF COVERAGE

#### Specified Accident Only Coverage

**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!**

Accident only coverage is designed to provide you with coverage for certain losses resulting from a covered **accident ONLY**, subject to any limitations and exclusions contained in the Policy. Coverage is provided for injuries incurred during a covered accident which occurs while you are in the act of legally hunting or fishing during any regulated or approved season, while possessing all required licenses, and while located within the United States or one of its territories and possessions.

Coverage is **not** provided for basic hospital, basic medical-surgical, or major-medical expenses. Coverage does not pay benefits for losses caused by sickness. Coverage is provided for the benefits outlined below. The benefits may be limited as described below.

### DESCRIPTION OF BENEFITS

#### 1. [ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

If Injury results in any of the Covered Losses shown below, within [180 days] from the date of a Covered Accident, the Company will pay the percentage of the Principal Sum shown below for that loss. [If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.]

##### Schedule of Covered Losses

<u>Loss of:</u>	<u>Benefit:</u>
	(Percentage of Principal Sum)
Life.....	100%
Two or More Members .....	100%
One Member .....	50%
Thumb and Index Finger of the Same Hand .....	25%
Four fingers of the Same Hand .....	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete Severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete Severance of each through or above the metacarpophalangeal joint of both digits of the same hand.]

## 2. [ACCIDENT MEDICAL EXPENSE BENEFIT

Accident Medical Expense Benefit	
Maximum Benefit Amount	\$ [Variable, e.g. any amount from \$1,000 to \$10,000]
Maximum Benefit Period per Covered Accident	[Variable e.g. any period , up to 52 weeks.]

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:

- 1) for Usual and Customary Charges ;
- 2) for those Medically Necessary Covered Expenses incurred by You;
- 3) for Covered Expenses incurred within [26-52] weeks after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

The first Eligible Expense must be incurred within[ sixty (60)] days from the date of the Accident

You must be under the care of a Physician when the Eligible Expenses are incurred. The Eligible Expenses must be incurred solely for treatment of an Injury occurring during the benefit period.

No benefits are payable for any Eligible Expenses incurred for an Injury that has been paid or is payable by any other health care plan, regardless of any coordination of benefits provision contained in the health care plan.

The maximum of all accident medical expense benefits payable are shown on the Policy SCHEDULE OF BENEFITS

[Covered Eligible Medical Expenses, from a Covered Accident, include but are not limited to the following:

- 1) Hospital room and board expenses; or intensive care room and board charges, for each day of the "hospital stay".
- 2) Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- 3) Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician's charges, x-rays, laboratory procedures, use of the emergency room and supplies.
- 4) Outpatient charges by a Hospital for pre-admission testing, if admission occurs within seven (7) days of the testing;
- 5) Outpatient surgery expenses, including Ambulatory Surgical Center.
- 6) Outpatient surgical room and supply expenses for use of the surgical facility.
- 7) Outpatient diagnostic x-rays, laboratory procedures and test expenses.
- 8) Physician surgical expenses. If an Injury requires two or more surgical procedures through the same incision, We will consider it as one procedure and will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, we will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
- 9) Second surgical opinion expenses.
- 10) Assistant Surgeon expenses when Medically Necessary.
- 11) Reconstructive surgery on an injured part of the body. We will not cover benefits for cosmetic surgery.

- 12) Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 13) Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Physician.
- 14) Physician charges for other than pre- or post-operative care for in-hospital visits; and for office visits.
- 15) Outpatient laboratory test expenses
- 16) X-ray expenses (including reading charges) not including dental x-rays.
- 17) Diagnostic imaging expenses including magnetic resonance imaging (MRI) and CAT scans.
- 18) Medical services and supplies for blood and blood transfusions; oxygen and its administration.
- 19) Registered Nurse Services Expenses for private duty nursing while the Policyholder is Hospital Confined, when services are ordered by a Physician
- 20) Ambulance expenses for transportation from the Accident site to the Hospital.
- 21) Medical equipment rental expenses for a wheelchair; an iron lung or other medical equipment that has therapeutic value for You if We have given prior approval. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- 22) Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident or Injury.]

**3. [ACCIDENT WEEKLY INCOME TOTAL DISABILITY BENEFIT (non-occupational)]**

Accident Weekly Income (non-occupational)	\$ [Variable e.g. any amount, \$25.00 to \$500.00 per week]
Maximum Benefit Period per Covered Accident	[Variable e.g. any period , up to 26 weeks.]

We will pay the Weekly Benefit Amount shown in the Policy Schedule of Benefits if you are Totally Disabled from, and within [31 days] of, a Covered Loss resulting from an Injury.

Benefits will begin on the first day you are totally disabled. We will pay one-seventh (1/7) of the weekly benefit for disability for each day you are totally disabled. We will not pay for more than the number of weeks in the maximum Benefit Period as the result of any one Accident. The accident weekly income benefit payable under the policy, and the maximum benefit period, is shown on the SCHEDULE OF BENEFITS.

You must provide the Company proof that You are Totally Disabled. The Company reserves the right to determine, on the basis of all the facts and circumstances, that You are Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

Benefit payments will end on the first of the following dates:

- 1) the date the Policyholder is no longer Totally Disabled; or
- 2) the date of Your death; or
- 3) the date the Maximum Benefit Period for this benefit ends; or
- 4) the date You fail to submit satisfactory proof of continuing Total Disability].

**EXCLUSIONS, LIMITATIONS AND REDUCTIONS**

Benefits will not be paid for any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily Injury]:

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared. , including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents,

or any Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these].

3. [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization. (Reserve or National Guard active duty for training is not excluded unless it extends beyond thirty (30) days)];
4. [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
5. [Disease or disorder of the body or mind.]
6. [[Injury caused by, contributed to or resulting from the Policyholder's voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
7. [Voluntary intoxication or being under the influence of any drug or narcotic while legally hunting or fishing].
8. [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
9. [Loss resulting from participation in a riot, insurrection, or terrorist activity;
10. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
11. Repair or replacement of any orthopedic appliance or artificial dental restoration.
12. [Conditions that are not caused by a Covered Accident.]
13. [Covered Expenses for which You would not be responsible in the absence of this Policy.]
14. [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
15. [Travel or activity outside the United States.]
16. [Aggravation or re-injury of a prior Injury that the Policyholder suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Policyholder's Physician.]
17. [Participation in any motorized race or speed contest.]
18. [Hernia, Heart attack (including myocardial infarction or coronary occlusion), stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
19. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
20. [Services or treatment rendered by a Physician, Nurse or any other person who is an Immediate Family member.]
21. [Medical malpractice as a result of treatment for an Injury.]
22. [Any treatment, service or supply not specifically covered by this Policy.]
23. [Eyeglasses, contact lenses, hearing aids.]
24. [Injuries which result over a period of time (such as blisters, tennis elbow, heat exhaustion, hernia, shin splints, bursitis, stress fractures, chronic soreness or pain, tendonitis, strains, sprains, etc.), which are a normal, foreseeable result of a sport or Policyholder function, unless this policy is specially endorsed.]
25. [The ownership, maintenance or use of any watercraft for a purpose other than legally hunting or fishing during any regulated or approved season while possessing all required licenses].
26. [An Accident that occurs while You are traveling on any public road or highway.]
27. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
  - i. [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
  - ii. [While being used for any test or experimental purpose; or]
  - iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
  - iv. [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Policyholder or any member of his household.]

[Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]

## **REDUCED LIMITS**

### **AGE REDUCTION**

If You are sixty-five (65) years or older before this policy begins or if You reach that age of sixty-five (65) during the policy term, the benefit payable under this policy shall be reduced by [one-half (1/2)].

[“Age” as used above refers to the age of the Policyholder on his or her most recent birthday.]

### **REDUCTION DUE TO LICENSED MOTOR POWERED LAND VEHICLE ACCIDENTS**

If you lose Your life as a result of an Accident involving a licensed motor powered land vehicle, the maximum benefit payable is [ ten thousand dollars (\$10,000)].

### **RENEWABILITY**

This is a single term policy and is not renewable.

### **PREMIUMS**

Premium Computation: Total Premium Due Company = [\$99.00]