

SERFF Tracking Number: MRTN-127323869 State: Arkansas  
Filing Company: Hiscox Insurance Company Inc. State Tracking Number: 49314  
Company Tracking Number: HICI-EG-PA-10-0001  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Entertainment - Group Personal Accident & Accident Medical  
Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

## Filing at a Glance

Company: Hiscox Insurance Company Inc.

Product Name: Entertainment - Group Personal SERFF Tr Num: MRTN-127323869 State: Arkansas

Accident & Accident Medical

TOI: H02G Group Health - Accident Only

SERFF Status: Closed-Approved-  
Closed State Tr Num: 49314

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: HICI-EG-PA-10-0001 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Linda Rothwell, Martin &  
Company Disposition Date: 07/20/2011

Date Submitted: 07/15/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: 08/15/2011

Implementation Date:

State Filing Description:

## General Information

Project Name: Entertainment - Group Personal Accident & Accident  
Medical

Status of Filing in Domicile: Pending

Project Number: HICI-EG-PA-10-0001

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Blanket

Overall Rate Impact:

Filing Status Changed: 07/20/2011

State Status Changed: 07/20/2011

Deemer Date:

Created By: Linda Rothwell

Submitted By: Linda Rothwell

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of Hiscox Insurance Company Inc. (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

In accordance with the regulatory provisions of your state, the company is introducing its Group Personal Accident & Accident Medical forms and rates. The Group Personal Accident forms and rates provide group personal accident

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coverage to individuals while participating in a covered production such as AD&D, excess accident medical and sickness, emergency evacuation, and repatriation.

Included for your review and approval, in this filing or a companion filing, are rate and rule pages and policy forms and endorsements. Also included are form listings outlining the intent of each form being submitted.

The rates in this filing are not excessive, inadequate, or unfairly discriminatory.

Please be advised that some of the forms include variable information, which is contained within <brackets>. The <brackets> and xxxx are reflected as a placeholder for review purposes only. The variable information will change and does not have an impact on the coverage provided to the insured. In addition, the forms are system-generated with the company's logo and may be formatted differently due to system constraints. The content, however, will remain the same. Therefore, the forms will not be re-filed unless otherwise requested by your Department in response to this filing.

The company respectfully requests the filing be applicable to all policies effective on and after August 15, 2011, or sooner with your earlier approval.

## Company and Contact

### Filing Contact Information

Linda Rothwell, State Filing Analyst L.Rothwell@FilingsDirect.com  
P.O. Box 70 856-848-9526 [Phone]  
Edgemont, PA 19028 856-848-9526 [FAX]

### Filing Company Information

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

Hiscox Insurance Company Inc. CoCode: 10200 State of Domicile: Illinois  
416 South 2nd Street Group Code: 4666 Company Type: P&C  
Geneva, IL 60134 Group Name: State ID Number:  
(646) 452-2360 ext. Jim[Phone] FEIN Number: 98-6000550

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$850.00  
Retaliatory? Yes  
Fee Explanation: The company's state of domicile charges \$50.00 per form. They do not charge for a rate and/or

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rule submission.

17 forms x \$50.00 = \$850.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hiscox Insurance Company Inc.	\$850.00	07/15/2011	49831007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/20/2011	07/20/2011

### 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	07/18/2011	07/18/2011	Linda Rothwell	07/19/2011	07/19/2011

*SERFF Tracking Number:*      *MRTN-127323869*                      *State:*                      *Arkansas*  
*Filing Company:*              *Hiscox Insurance Company Inc.*                      *State Tracking Number:*      *49314*  
*Company Tracking Number:*      *HICI-EG-PA-10-0001*  
*TOI:*                      *H02G Group Health - Accident Only*                      *Sub-TOI:*                      *H02G.000 Health - Accident Only*  
*Product Name:*              *Entertainment - Group Personal Accident & Accident Medical*  
*Project Name/Number:*      *Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001*

## **Disposition**

Disposition Date: 07/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Hiscox - Group Personal Accident - Forms List	Approved-Closed	Yes
Supporting Document	Hiscox - Third-Party Authorization Letter	Approved-Closed	Yes
Supporting Document	Explanatory Memorandum/Cover Letter	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	Group Personal Accident Declarations	Approved-Closed	Yes
Form	Group Personal Accident Policy	Approved-Closed	Yes
Form	Repatriation Endorsement	Approved-Closed	Yes
Form	Evacuation Endorsement	Approved-Closed	Yes
Form	Medical Expenses (Accident) Endorsement	Approved-Closed	Yes
Form	Medical Expenses - Sickness Endorsement	Approved-Closed	Yes
Form	Amending Covered Persons Endorsement	Approved-Closed	Yes
Form	Schedule of Covered Persons Endorsement	Approved-Closed	Yes
Form	Primary Accident Medical Expense Coverage Endorsement	Approved-Closed	Yes
Form	Calculation of Premium Endorsement	Approved-Closed	Yes
Form	Cancellation Endorsement	Approved-Closed	Yes
Form	Earlier Notice of Cancellation Provided by Us Endorsement	Approved-Closed	Yes
Form	Final Audit Endorsement	Approved-Closed	Yes
Form	Minimum Premium Endorsement	Approved-Closed	Yes
Form	Policy Changes Endorsement	Approved-Closed	Yes
Form	Resident Agency Countersignature Endorsement	Approved-Closed	Yes
Form	Group Personal Accident Application	Approved-Closed	Yes
Form	Arkansas Amendatory Endorsement	Approved-Closed	Yes
Rate	Group Personal Accident & Accident Medical Multistate Rate Manual	Approved-Closed	Yes
Rate	Group Personal Accident & Accident	Approved-Closed	Yes

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**Medical Multistate Rules**

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/18/2011  
Submitted Date 07/18/2011  
Respond By Date

Dear Linda Rothwell,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Personal Accident Policy, EGP P 4804 CW (08-10) (Form)

Comment:

The Department will not approve exclusions for terrorism in life or accident and health contracts. Please delete this exclusion.

### Objection 2

- Group Personal Accident Policy, EGP P 4804 CW (08-10) (Form)

Comment:

Arkansas does not allow Binding Arbitration. Refer to ACA 23-79-203.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 07/19/2011  
 Submitted Date 07/19/2011

Dear Rosalind Minor,

### Comments:

This is in response to your Objection Letter dated 7/18/2011.

### Response 1

Comments: New form, EGP E5258 AR (07/11), Arkansas Amendatory Endorsement, deletes paragraph H. of Section III in its entirety.

### Related Objection 1

Applies To:

- Group Personal Accident Policy, EGP P 4804 CW (08-10) (Form)

Comment:

The Department will not approve exclusions for terrorism in life or accident and health contracts. Please delete this exclusion.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	EGP E5258 AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		56.800	Arkansas Amendatory Endorsement.pdf

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 Product Name: Entertainment - Group Personal Accident & Accident Medical  
 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

No Rate/Rule Schedule items changed.

**Response 2**

Comments: New form, EGP E5258 AR (07/11), Arkansas Amendatory Endorsement, modifies the Arbitration Condition of Section VII. POLICY CONDITIONS, to reflect that arbitration shall not be binding on either party.

**Related Objection 1**

Applies To:

- Group Personal Accident Policy, EGP P 4804 CW (08-10) (Form)

Comment:

Arkansas does not allow Binding Arbitration. Refer to ACA 23-79-203.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	EGP E5258 AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		56.800	Arkansas Amendatory Endorsement.pdf

No Rate/Rule Schedule items changed.

We look forward to your early approval. However, if anything further is required, please do not hesitate to contact me.

Sincerely,

Linda Rothwell  
 Martin & Company  
 856-848-9526



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 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

## Form Schedule

### Lead Form Number: EGP P4804 CW (8-10)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 07/20/2011	EGP D4802 CW (08-10)	Data/Declaration Pages	Group Personal Accident Declarations	Initial		67.800	EGP D4802 CW (8-10) DECLARATIONS - Entertainment Group Personal Accident.pdf
Approved-Closed 07/20/2011	EGP P4804 CW (08-10)	Policy/Contractual Certificate	Group Personal Accident Policy	Initial		56.800	EGP P4804 CW (08-10) - Entertainment Group Personal Accident Policy-1.pdf
Approved-Closed 07/20/2011	EGP E4805 CW (08-10)	Policy/Contractual Certificate: Amendment, Insert Page, Endorsement or Rider	Group Personal Repatriation Endorsement	Initial		59.500	EGP E4805 CW 8-10 Repatriation Endorsement.pdf
Approved-Closed 07/20/2011	EGP E4806 CW (08-10)	Policy/Contractual Certificate: Amendment, Insert Page,	Group Personal Evacuation Endorsement	Initial		51.800	EGP E4806 CW 8-10 Evacuation Endorsement.pdf

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 Product Name: Entertainment - Group Personal Accident & Accident Medical  
 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

Approval Status	Policy/Cont	Medical Expenses	Initial	Amount	Document Name
Approved- Closed 07/20/2011	EGP E4807 CW (08-10)	Policy/Cont ract/Fratern (Accident)	Initial al Endorsement	63.200	EGP E4807 CW 8-10 Medical Expenses (Accident) Endorsement. pdf
			Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		
Approved- Closed 07/20/2011	EGP E4808 CW (08-10)	Policy/Cont ract/Fratern	Medical Expenses - Sickness al Endorsement	62.400	EGP E4808 CW (8-10) Medical Expenses - Sickness Endorsement. pdf
			Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		
Approved- Closed 07/20/2011	EGP E4809 CW (08-10)	Policy/Cont ract/Fratern	Amending Covered Persons al Endorsement	57.400	EGP E4809 CW (8-10) Amending Covered Person Endorsement. pdf
			Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		
Approved- Closed 07/20/2011	EGP E4810 CW (08-10)	Policy/Cont ract/Fratern	Schedule of Covered Persons al Endorsement	89.100	EGP E4810 CW (08-10) Schedule of Covered Persons.pdf
			Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		

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Company Tracking Number:	HICI-EG-PA-10-0001		
TOI:	H02G Group Health - Accident Only	Sub-TOI:	H02G.000 Health - Accident Only
Product Name:	Entertainment - Group Personal Accident & Accident Medical		
Project Name/Number:	Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001		
Approved- Closed 07/20/2011	EGP E4811 Policy/Cont Primary Accident CW (08-10) ract/Fratern Medical Expense al Coverage Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial	40.000 EGP E4811 CW (8-10) Primary Accident Medical Expenses Coverage Endorsement. pdf
Approved- Closed 07/20/2011	ENT E4017 Policy/Cont Calculation of CW (08-10) ract/Fratern Premium al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	43.200 ENT E4017 CW (08-10) Calculation of Premium Endorsement. pdf
Approved- Closed 07/20/2011	ENT E4018 Policy/Cont Cancellation CW (08-10) ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	45.500 ENT E4018 CW 08-10 Cancellation Endorsement. pdf
Approved- Closed 07/20/2011	ENT E4019 Policy/Cont Earlier Notice of CW (08-10) ract/Fratern Cancellation al Provided by Us Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial	62.800 ENT E4019 CW 08-10 Earlier Notice of Cancellation Provided by Us.pdf
Approved- Closed	ENT E4020 Policy/Cont Final Audit CW (08-10) ract/Fratern Endorsement	Initial	46.700 ENT E4020 CW 08-10

SERFF Tracking Number:	MRTN-127323869	State:	Arkansas
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Company Tracking Number:	HICI-EG-PA-10-0001		
TOI:	H02G Group Health - Accident Only	Sub-TOI:	H02G.000 Health - Accident Only
Product Name:	Entertainment - Group Personal Accident & Accident Medical		
Project Name/Number:	Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001		
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Approved- ENT E4021	Policy/Cont Minimum Premium	Initial	44.500
Closed CW (08-10)	ract/Fratern Endorsement		
07/20/2011	al		ENT E4021
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	t, Insert		Premium
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Approved- ENT E4022	Policy/Cont Policy Changes	Initial	69.100
Closed CW (08-10)	ract/Fratern Endorsement		
07/20/2011	al		ENT E4022
	Certificate:		CW 08-10
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	t, Insert		Change
	Page,		Endorsement.
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	nt or Rider		
Approved- ENT E4027	Policy/Cont Resident Agency	Initial	41.400
Closed CW (08-10)	ract/Fratern Countersignature		
07/20/2011	al Endorsement		ENT E4027
	Certificate:		CW 08-10
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	nt or Rider		Endorsement.
			pdf
Approved- EGP A4812	Application/Group Personal	Initial	67.600
Closed CW (08/10)	Enrollment Accident Application		
07/20/2011	Form		EGP A4812
			CW _08-10_
			Group
			Personal

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 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

Approved- EGP E5258Policy/Cont Arkansas	Initial	56.800	Accident Application.pdf
Closed AR ract/Fratern Amendatory			f
07/20/2011 al Endorsement			Arkansas Amendatory Endorsement.pdf
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**DECLARATIONS - Entertainment Group Personal Accident**

**Hiscox Insurance Company Inc. (A Stock Company)**  
 233 North Michigan Avenue, Suite 1840, Chicago, Illinois 60601

**Policy Number: US XXX XXxxxxx.XX**

In return for the payment of the premium, and subject to all the terms of the Policy, we agree with you to provide the Insurance as stated in the Policy.

**I. GENERAL DETAILS**

<b>Policy Number</b>	xxxxxxxxxxxx
<b>Insured</b>	xxxxxxxxxxxx
<b>Insured's Contact Address</b>	xxxxxxxxxxxx
<b>Insurance Company</b>	Hiscox Insurance Company Inc.
<b>Insured's Broker</b>	XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX
<b>Insured's Payment</b>	Payment by Broker's Account
<b>Premium</b>	\$ xxxxxxxxxx

**II. COVERAGE DETAILS**

<b>Policy Wording</b>	<b>Entertainment Group Personal Accident</b>
<b>Policy Period</b>	xx, xx, xxxx to xx, xx, xxxx at 12:01 am local time at the insured's contact address

**III. POLICY PREMIUM DETAILS**

	<u>Policy Premium</u>	<u>Commission %</u>
<b>Entertainment Group Personal Accident</b>	\$.xxx,xxx.xx	xx%
<b>ANNUAL POLICY PREMIUM</b>	<b>\$ xx,xxx.</b>	
<b>Minimum Premium</b>	\$ xxx,xxx.xx	
<b>Deposit Premium</b>	\$ xxx,xxx.xx	





**DECLARATIONS - Entertainment Group Personal Accident**

**Hiscox Insurance Company Inc. (A Stock Company)**  
233 North Michigan Avenue, Suite 1840, Chicago, Illinois 60601

**Policy Number: US XXX XXxxxxx.XX**

**ENDORSEMENTS**

FORM NO.	DESCRIPTION	CLASS
XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	X

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by the Insurer's duly authorized representative.

President

Secretary

Authorized Representative

xx/xx/xx

Date



# Entertainment Group Personal Accident Policy

## BLANKET ACCIDENT POLICY

### ABOUT THIS POLICY

PLEASE READ THIS ENTIRE POLICY CAREFULLY as it is important that **you** understand the full extent of **your**, and **our**, rights and duties under this Policy and what is and is not covered. All words and phrases that appear in bold type (except headings) have special meanings and are defined either in the Declarations or in DEFINITIONS Section of this Policy.

**We** will pay on **your** behalf the **benefit amount** due as a result of a **loss** that falls within WHAT IS COVERED of this Policy. The amount **we** will pay is set forth in HOW MUCH WE WILL PAY of this Policy, however **we** will not make any payment in connection with any **loss** unless **we** are notified in accordance with YOUR OBLIGATIONS of this Policy, the premium has been paid to **us**, and **you**, and any **covered person**, are in compliance with all of the terms and conditions of this Policy. **We** will not make any payment that is excluded by WHAT IS NOT COVERED of this Policy.

### I. WHAT IS COVERED

**We** will pay the **covered person** the **benefit amount** as set forth in HOW MUCH WE WILL PAY of this Policy, if the **covered person** suffers a **loss** due to an **accident** during the coverage period while participating in a **covered activity**.

Disappearance

If a **covered person** disappears as a result of the stranding, sinking, wrecking or disappearance of any **conveyance** in which the **covered person** was an occupant at the time of an **accident** and while engaged in a **covered activity** as stated on the Declarations, it will be presumed that such **covered person** has suffered **loss of life** insured under this Policy if such **covered person** has not been found within 1 year of such **accident**, then **we** will pay the applicable benefit set forth under II. HOW MUCH WE WILL PAY of this Policy.

Exposure

If an **accident** resulting from a **covered activity** causes a **covered person** to be unavoidably exposed to the elements and as a result of such exposure a **covered person** suffers a **loss**, then **we** will pay the applicable benefit set forth under HOW MUCH WE WILL PAY of this Policy.

### II. HOW MUCH WE WILL PAY

**We** will pay as a percentage of the Amount Insured as set forth in the Declarations the following Benefit Amounts:

Benefit Amounts

LOSS	BENEFIT AMOUNT
<b>Loss of Life</b>	100%
<b>Loss of hands</b> (both) or <b>loss of feet</b> (both)	100%
<b>Loss of sight</b> in both eyes	100%
<b>Loss of hand</b> and <b>loss of foot</b> (one of each)	100%
<b>Loss of hand</b> (one) and <b>loss of sight</b> of one eye	100%
<b>Loss of foot</b> (one) and <b>loss of sight</b> of one eye	100%
<b>Loss of speech</b> and <b>loss of hearing</b> in both ears:	100%
<b>Loss of hand</b> (one) or <b>loss of foot</b> (one)	50%
<b>Loss of sight</b> of one eye	50%
<b>Loss of speech</b> or <b>loss of hearing</b> in both ears	50%
<b>Loss of hearing</b> in one ear	25%
Loss of thumb and index finger of same hand by severance	25%



## Entertainment Group Personal Accident Policy

through or above the metacarpophalangeal joint of both digits

If a **covered person** is aged 70 or older at the time of an **accident**, the benefit payment described above, will be reduced according to the following scale:

<u>Age on date of accident</u>	<u>Percentage of benefit otherwise payable</u>
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Before making any payment under this policy **we** may require **you** or the **covered person** to provide **us** with satisfactory proof of age.

Maximum Payment for Multiple Losses and Multiple Benefits

If a **covered person** suffers multiple covered **losses** as the result of a single **accident**, then **we** will only pay the single largest benefit amount applicable to all such covered **losses**.

In the event an **accident** results in the **loss of life** of the **covered person** before payment of other **benefit amounts** provided under this policy are made by **us**, **we** will pay only the **benefit amount** for **loss of life**.

The most **we** will pay for a **loss** to a **covered person** under this Policy will be the single largest **benefit amount** payable under this policy.

Aggregate Limit

Subject to the annual aggregate, as stated in the Declarations, **we** will not pay more than the total Amount Insured as stated in the Declarations for Accidental Death and Dismemberment Benefits regardless of the number of **covered persons** involved in any **accident**. In the event that the sum of all **benefit amounts** that would otherwise be payable is in excess of the Amount Insured and/or the annual aggregate, then **we** will pay to each **covered person** a prorated amount based on each applicable **benefit amount**.

Beneficiary Payment

The **benefit amount** for the **loss of life** of a **covered person** will be paid to the beneficiary designated by the **covered person**. If the **covered person** has not designated a beneficiary or lacks the legal capacity to designate a beneficiary, or if a designated beneficiary is not alive when the **covered person** dies, then **we** will pay the **benefit amount** for **loss of life** to the first surviving party in the following order:

- A. the **covered person's spouse**
- B. in equal shares to the covered person's surviving children;
- C. in equal shares to the covered person's surviving parents;
- D. in equal shares to the covered persons surviving brothers and sisters;
- E. the covered person's estate.

All other benefit amounts are paid to the **covered person**, unless otherwise directed by a **covered person** or an **covered person's** designee.

### III. WHAT IS NOT COVERED

**We** will not make any payment for any **loss** caused by or resulting from:

- A. sickness or disease, except bacterial infections due to an **accidental** cut or wound.
- B. participating in any team sport or other athletic activity or any race or endurance test except as required while the **covered person** is participating in a **covered activity**.
- C. flying as a pilot or crew member.
- D.. a **covered person's** suicide, attempted suicide or intentionally self-inflicted injury.
- E. criminal acts by **you** or the **covered person**;
- F. any **accident** or **loss** for which the **covered person** is entitled to benefits under any



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workers compensation act or similar law.

G. the **covered person**:

1. being intoxicated; or
2. abusing or having abused, drugs or controlled substances, other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **covered person**.

H. acts of **terrorism** involving the use or release or the threat thereof of any chemical or biological agent. If **we** assert that this exclusion is applicable, the burden of proving the contrary shall be upon **you**.

I. nuclear reaction, nuclear radiation or radioactive contamination.

J. **war**, (whether declared or not) hostilities or any act of **war** or civil war.

K. any **accident** or **loss** occurring while a **covered person** is participating in military action while in active military service with the armed forces of any country or established international authority.

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### IV. SPECIAL CONDITIONS

Changes

This Policy can only be changed by a written endorsement signed by **us** or **our** authorized representative that becomes part of this Policy.

Coverage Period

The **covered person** is covered under this Policy from the latest of the:

- A. effective date of this Policy;
- B. date upon which the premium for the **covered person** has been paid to **us**; or
- C. date the **covered person** becomes eligible for coverage under the terms of this Policy.

The **covered person's** coverage under this insurance shall cease upon the earliest of the:

- A. date this Policy expires or is cancelled;
- B. end of the period for which the premium has been paid; or
- C. date the **covered person** ceases to participate in the **covered activity**.

Coverage Territory

Anywhere in the world except where **we** are legally prohibited from providing Insurance.

Claim Payment

For all **benefit amounts** payable under this Policy, we will pay the **covered person** or beneficiary the applicable **benefit amount** within 60 days after we receive a completed **proof of loss**, provided the **covered person**, the beneficiary and **you**, as applicable, have complied with all of YOUR OBLIGATIONS of this Policy.

Beneficiary Designation

A **covered person** has the sole right to designate a beneficiary for himself or herself and for any dependent child who is a minor. All beneficiary designations must be:

- A. in writing and signed by the **covered person**;
- B. kept on file by **you**; and
- C. provided to **us** at the time of claim or at all such other times as **we** may require.

**We** do not assume any responsibility for the validity of any such beneficiary designation.

Beneficiary change

Only the **covered person**, unless there is an irrevocable assignment, has the right to change the beneficiary. The **covered person** does not need the consent of anyone to do so. All beneficiary changes must be:



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- A. in writing and signed by the **covered person**;
- B. kept on file by **you**; and
- C. provided to **us** at the time of claim or at all such other times as **we** may require.

**We** do not assume any responsibility for the validity of any such beneficiary change.

**Cancellation and Non Renewal** **You** may cancel this Policy, by sending **us** written notice stating when such cancellation is to take effect. The effective date of such cancellation may not be earlier than the date the notice is postmarked or transmitted.

**We** may cancel this Policy, if **you** do not pay the premium by the premium due date. **We** will send written notice to **you** stating the effective date of cancellation, which will be no earlier than 31 days after the premium due date.

**We** may also cancel this Policy, for reasons other than non payment of premium, by sending written notice to **you** stating when the cancellation will take effect.

**We** may non-renew this Policy by sending written notice at least 45 days before the expiration date of the Policy stated on the Declarations.

**You** are required to immediately provide notice of cancellation or non renewal to all **covered persons**.

Provided no claims have been made against this Policy, if this Policy is cancelled **we** will send **you**, as soon as practicable, any unearned premium which will be calculated in accordance with the customary prorated table.

**Eligibility** A person is covered under this Policy if such person is a **covered person** during the policy period and the required premium for such person has been paid.

**Physical Examination and Autopsy** **We** have the right to have a **covered person** examined by a **physician** approved by **us** as often as **we** reasonably require. **We** may also have an autopsy performed by a **physician**, unless prohibited by law. All such examinations or autopsies will be performed at **our** expense.

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## V. YOUR OBLIGATIONS

**Claim Notice and Proof of Loss** Written notification and written **proof of loss** must be given to **us**, or any of our appointed agents as soon as reasonably practicable but in no event later than 20 days after any **loss** covered by this Policy. The notification must set forth the identity of the **covered person** and **your** identity and information detailing the cause of and nature of the **loss**.

Notification and written proof of loss must be sent to **us** in accordance with the details set forth on the Declarations . Please make sure **you** include information sufficient to identify the Policy, the Insured and the **covered person**.

**Cooperation** **You** and all **covered persons** and beneficiaries, shall provide **us** with full, timely and accurate information and evidence about any claim that **you** contend falls within the coverage afforded by this Policy and cooperate fully in the investigation and adjustment of any claims including but not limited to timely submission of all medical and other reports and fully cooperating with all physical examinations and autopsies that **we** may require.

If **we** are sued in connection with a claim under this Policy, **you**, a **covered person** or beneficiary, as applicable, must cooperate with **us** in the defense of such suit. **You** must not, except at **your** own cost, incur any expenses or voluntarily make any payment, except first aid costs. Nor shall **you**, without **our** prior written agreement, offer to settle or admit liability.



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Your representations

By acceptance of this Policy, **you** agree that any application form, and any representations and statements made to **us** by **you** or by anyone on **your** behalf are true, accurate and complete, and that **we** have relied upon such information in issuing this Policy. . If **we** determine that such information or any materials submitted in support thereof were untrue, inaccurate, or misleading, in any material respect, then **we** are entitled to rescind any applicable Policy.

Notifying us of change in circumstance

**You** must obtain **our** prior written agreement if:

- A. there is a change in the **covered activity** of an **insured person**;
- B. the **insured person** engages in any sport or activity not disclosed to **us** which presents a risk of serious physical injury;
- C. there are any other changes which may materially affect this policy.

Medical care

In the event of an **accident**, the **covered person** must place himself or herself under the care of a duly qualified **physician** at the earliest opportunity. Any payments under this policy will only be made if the **covered person** continues under medical supervision.

All medical records, notes and correspondence relevant to a claim must be made available by the **covered person** on request to any medical adviser appointed by **us** or on **our** behalf, and such medical adviser will, for the purpose of reviewing the claim, be allowed to examine the **covered person** as often as may reasonably be considered necessary.

Examination of your Books and Records and Examination Under Oath

As often as **we** reasonably require, **you** will permit **us** to examine **your** books, records and documents including those of **your** agents or brokers, in connection with any claim under this Policy at any time up to three years after the claim is made.

**You**, a **covered person** or beneficiary, as applicable, shall permit **us** to examine **you** under oath, outside the presence of any other insured, **covered person** or beneficiary, at such times and places as **we** reasonably require, about any matters relating to this insurance, the claim or the **loss**. In the event of an examination, the examinee's answers must be signed. To the extent it is within **your** power to do so, **you** shall also cause other persons who have information about the insurance, the claim or the **loss** to submit to examinations under oath.

**We** may also require you, a **covered person** or beneficiary, where applicable, to provide a signed statement regarding the circumstances surrounding the loss and their interest in the loss.

No such examination of books, records or documents or examination under oath, nor any other act by **us** or any of **our** employees or representatives in connection with the investigation of any **loss** or claim hereunder, shall be deemed a waiver of any defense which **we** might otherwise have with respect to any **loss** or claim, and all such examinations and acts shall be deemed to have been made or done without prejudice to **our** rights.

## VI. DEFINITIONS

All phrases and words that appear in bold type in this policy (excluding headings), either in singular or plural form, have the meaning that is given to them below:

**Accident/Accidental**

Means a sudden, unforeseen, and unexpected event which:

- A. happens by chance;
- B. is not intentionally caused by a covered person;
- C. is not the result of illness, disease or other bodily malfunction or medical or surgical treatment;
- D. occurs while the Policy is in force and while the covered person is insured under it; and
- E. is the direct cause of **loss**.

**Benefit amount**

Means the percentage shown in HOW MUCH WE WILL PAY of the Amount Insured as stated in the Declarations.



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<b>Conveyance</b>	Means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.
<b>Covered activity</b>	Means the activity of the <b>covered person</b> which has been disclosed to and agreed by <b>us</b> and is stated in the Declarations or endorsed to the Policy in writing by <b>us</b>
<b>Disablement</b>	Means an injury which within 12 calendar months of the date of the <b>accident</b> results in the <b>insured person's loss of sight</b> in one or both eyes, <b>loss of speech</b> , <b>loss of hearing</b> in one or both ears or loss of thumb and index finger of the same hand.
<b>Covered person</b>	Means a person who has been declared to <b>us</b> and whose name is stated on the Covered Person Schedule endorsed to this policy.
<b>Loss</b>	Means : A. <b>loss of life</b> B. <b>loss of hand</b> C. <b>loss of foot</b> D. <b>loss of sight</b> E. <b>loss of speech</b> F. <b>loss of hearing</b> occurring within 1 year after the <b>accident</b> .
<b>Loss of hearing</b>	Means the total and irrecoverable loss of the ability to hear in one or both ears, as applicable
<b>Loss of limb</b>	Means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, foot, arm or leg.
<b>Loss of Life</b>	Means death, including clinical death, as determined by the local governing medical authority where such death occurs within 1 year after an <b>accident</b> .
<b>Loss of hand</b>	Means complete severance, as determined by a <b>physician</b> , of at least 4 fingers at or above the metacarpal phalangeal joint on the same hand or at least 3 fingers and the thumb on the same hand. <b>We</b> will consider such severance a <b>loss of hand</b> even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then <b>we</b> will not pay an additional benefit amount for such amputation.
<b>Loss of foot</b>	Means the complete severance of a foot, as determined by a <b>physician</b> , through or above the ankle joint. <b>We</b> will consider such severance a <b>loss of foot</b> even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then <b>we</b> will not pay an additional benefit amount for such amputation.
<b>Loss of speech</b>	Means the total and irrecoverable loss of the ability to speak
<b>Loss of sight</b>	Means the total and irrecoverable loss of the sight in one or both eyes, as applicable
<b>Physician</b>	Means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. <b>Physician</b> does not include: A. a <b>covered person</b> ; B. an immediate family member of a <b>covered person</b> .
<b>Proof of Loss</b>	Means written evidence acceptable to <b>us</b> that an <b>accident</b> or <b>loss</b> has occurred.
<b>Spouse</b>	Means a <b>covered person's</b> husband or wife or who is recognized as such by laws of the jurisdiction in which the <b>covered person</b> resides.
<b>Terrorism</b>	Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in



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connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### War

Means:

- A. hostilities following a formal declaration of **war** by a governmental authority;
- B. in the absence of a formal declaration of **war** by a governmental authority armed, open and continuous hostilities between two countries; or
- C. armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.

### You/Your

Means the insured named in the Declarations.

### We/us/our

Means insurer listed in the Declarations.

## VII. POLICY CONDITIONS

### Non-conformity to statutes

Any terms of this Policy which may conflict with applicable statutes (or statutes deemed applicable by a court of competent jurisdiction) are amended to conform with the minimum requirements of such statutes.

It is further understood and agreed that this policy does not apply to the extent that any trade or economic sanctions, or other laws or regulations prohibit **us** from providing insurance, including, but not limited to, the payment of any claims.

### Assignment

This policy is non-assignable.

### Arbitration

All disputes between **us**, **you**, a **covered person**, or in the event of **loss of life**, a **covered person's** beneficiary, arising out of or relating to this Policy, whether in contract, tort or otherwise, including, without limitation, its construction, application or validity, or any breach of this Policy by any party shall be resolved only through binding arbitration.

**We** and **you** agree that any dispute arising out of or relating to this Policy, including without limitation its construction, application or validity, or any breach of this Policy by any party, shall be resolved only through binding arbitration.

Within 10 days after an arbitration demand is made, the parties shall agree on a single arbitrator who shall have entertainment industry experience. Should the parties be unable to agree on an arbitrator, any party may seek an order of either the Superior Court in Los Angeles County, California or the Supreme Court in New York County, New York, appointing an arbitrator.

The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect at the time of the dispute, as amended by this Policy

The parties shall be entitled to conduct reasonable discovery, including one set of up to 35 interrogatories, one set of up to 35 requests for admissions and one set of requests for production of documents and up to three depositions per party, and they shall be entitled to subpoena documents and compel the attendance of witnesses at depositions.

Each party shall bear its own attorneys fees and costs in connection with any arbitration, but the costs incurred through AAA, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. No award of punitive damages shall be made in any arbitration.

The arbitration award shall be final and binding and may be entered as a judgment in either the Superior Court in Los Angeles County, California or the Supreme Court in New York County, New York

### Legal Actions Against Us

No action on this Policy may be brought against **us** until 60 days after written **proof of loss** has been submitted to **us**. Legal action by anyone, including, without limitation, **you**, a **covered person** or a beneficiary, may be brought against **us** only under the Arbitration



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provision above. No action may be brought against **us** unless the person(s) bringing the action has complied with all of the provisions of this Policy and the action is started within 1 year after the **accident** causing the **loss**.

If the law where this Policy is issued makes this time limit void, then an action must be started within the shortest time permitted by law. In no event will **we** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable benefit amounts or limits of insurance of this Policy.



**Repatriation Endorsement**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage as set out below:

1. Under WHAT IS COVERED the following is added:

**We** will also pay the reasonable **repatriation expenses** incurred to return the **covered person(s)** body to his or her current place of primary residence should the **covered person**:

- A. suffer an **accident** while participating in a **covered activity**; or
- B. suffer from an **emergency sickness** while participating in a **covered activity**,

which results in the **covered person's loss of life** while he or she is outside a 100 mile radius from his or her current primary place of residence at the time of **loss of life**.

2. For the purposes of the coverage afforded by paragraph 1. of this endorsement only, under HOW MUCH WE WILL PAY the following is added:

Repatriation Expenses      **We** will pay up to the **amount insured** as stated in the Declarations, provided **you** have first paid the Deductible.

3. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under WHAT IS NOT COVERED the following exclusion is deleted in its entirety:

**We** will not make payment for any **loss** caused by or resulting from sickness or disease, 0065ept bacterial infections due to an **accidental** cut or wound.

4. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under DEFINITIONS the following are added:

**Emergency Sickness**      Means an illness or disease as diagnosed by a **physician** which meets all of the following criteria:

- A. there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the **covered person's** condition or place the **covered person's** life in jeopardy;
- B. the severe or acute symptom occurs suddenly and unexpectedly;
- C. the severe or acute symptom occurs during the **coverage period**.

**Repatriation Expenses**      Means the expenses incurred for: embalming or cremation; the most economical coffins or receptacles adequate for the transportation of the remains of the **covered person**; and transportation of the remains by the most direct and economical **conveyance** and route possible.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Evacuation Endorsement**

In consideration of the premium paid and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage as set out below:

1. Under WHAT IS COVERED the following is added:

**We** will also pay for emergency evacuation expenses incurred should a **covered person**:

- A. suffer an **accident** while participating in a **covered activity**; or
- B. suffer from an **emergency sickness** while participating in a **covered activity**,

which warrants the **emergency evacuation** of the **covered person** while he or she is outside a 100 mile radius from his or her current primary place of residence. Such **emergency evacuation** must be certified by the **physician** ordering the **emergency evacuation** as being a matter of medical necessity.

2. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under HOW MUCH WE WILL PAY the following is added:

Covered Emergency                      **We** will pay up to the **amount insured** as stated in the Declarations, **evacuation expenses** provided **you** have first paid the Deductible.

3. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under WHAT IS NOT COVERED the following is deleted in its entirety:

**We** will not make payment for any **loss** caused by or resulting from sickness or disease, 0065ept bacterial infections due to an **accidental** cut or wound.

4. For the purposes of the coverage afforded by paragraph 1. of this endorsement only, under DEFINITIONS the following are added:

**Emergency Evacuation**                      Means, if warranted by the severity of the **covered person's accident** or **emergency sickness**, the **covered person's** immediate **transportation** from the place where the **covered person** suffered the **accident** or **emergency sickness** to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; the **covered person's transportation** to his or her current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering the **accident** or **emergency sickness** and being treated at a local hospital or other medical facility; or both of the foregoing. An **emergency evacuation** also includes medical treatment, medical services and medical supplies necessarily received in connection with such **transportation**.

**Emergency Evacuation Expenses**                      Means an expense that is charged for a **medically necessary emergency evacuation** service which does not exceed the usual level of charges for similar **transportation**, treatment, services or supplies in the locality where the expense is incurred and does not include charges that would not have been made had no insurance been effected. All transportation arrangements made must be by the most direct and economical conveyance and route possible.

**Emergency Sickness**                      Means an illness or disease as diagnosed by a **physician** which meets all of the following criteria:

- A. there is present a severe or acute symptom requiring immediate care and the failure



to obtain such care could reasonably result in serious deterioration of the **covered person's** condition or place the **covered person's** life in jeopardy;

B. the severe or acute symptom occurs suddenly and unexpectedly;

C. the severe or acute symptom occurs during the **coverage period**.

**Medically Necessary  
Emergency Evacuation**

Means any **transportation**, medical treatment, medical service or medical supply that is an essential part of an **emergency evacuation** due to the **accident** or **emergency sickness** for which it is prescribed or performed which meets generally accepted standards of medical practice and which is either ordered by a **physician** and performed under their care or supervision or order, or is required by the standard regulations of the **conveyance** transporting the insured.

**Transportation**

Means moving the **covered person** during an **emergency evacuation** by a land, water or airborne **conveyance**. **Conveyances** include, but are not limited to, air ambulances, land ambulances and private motor vehicles

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**MEDICAL EXPENSES (ACCIDENT) ENDORSEMENT**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage as set out below:

1. Under WHAT IS COVERED the following is added:

Medical Expenses      If a **covered person** suffers an **accident** while participating in a **covered activity**, **we** will pay for the **usual and customary charges** incurred for their **essential medical expenses & medical services**. This benefit is payable only for such charges incurred after the Deductible has been met and within the Coverage Period stated in the Declarations, after the date of the accident causing that injury.

2. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under HOW MUCH WE WILL PAY the following is added:

Medical Expenses      **We** will pay up to the Amount Insured as stated in the Declarations, provided **you** have first paid the applicable Deductible.

3. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under WHAT IS NOT COVERED the following are added:

**We** will not make any payment for:

- A. dental examinations, x-rays, extractions, fillings or new, repair of or replacement of dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings, or any other treatment of the teeth or gums except for the repair or replacement of sound natural teeth as a result of an **accident**;
- B. new, repair of or replacement of, eye glasses, contact lenses or hearing aids, except as a result of an **accident** causing further impairment to sight or hearing;
- C. expenses incurred more than the number of weeks indicated by the Coverage Period in the Declarations after the date the first expense was incurred;
- D. expenses incurred more than 260 weeks after the date the first expense was incurred, for expenses incurred due to plastic surgery and related dental expenses arising out of an **accident**;
- E. expenses incurred for or arising out of personal comfort or convenience items, including but not limited to hospital telephone charges, television rental, or guest meals while confined to hospital or for items taken away from the hospital, including but not limited to crutches, wheelchairs and walking aids, except **durable medical equipment**;
- F. an emergency evacuation for which any benefits are payable under the emergency evacuation endorsement, whether such endorsement has been effected or not;
- G. any repatriation of remains for which any benefits are payable under the repatriation endorsement, whether such endorsement has been effected or not.

4. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under SPECIAL CONDITIONS the following are added:

Excess of Other Collectable Coverage      If at the time of the loss, there is other insurance available which would apply to the **covered person(s)** in absence of the Policy, the insurance provided by this Policy will apply as excess insurance over the other insurance. Any payments made from the other insurance may not be considered or used as payment toward the deductible under this Policy.

Subrogation and Right of Recovery      Upon payment to a **covered person(s)** for any loss under this Policy, **your** rights to recover for the loss from any person or entity who has or may have caused, contributed



to or aggravated the injury or condition, shall be transferred to **us** to the extent of **our** payment, regardless of whether **you** have fully recovered or been made whole for the loss. **You** and the covered person(s) must do nothing after loss to impair such rights.

At **our** request, **you** will bring suit against the persons or entities responsible for the loss or **we** may bring suit in **your** or the **covered person(s)** name or as **your** or the **covered person(s)** assignee. All amounts recovered by **us** or by **you** from any such person or entity shall first be applied to reimburse **us** for the amount that **we** have paid to **you** or the **covered person(s)** with respect to the claim, next to **our** cost of recovery, including **our** attorneys fees, and only then to **you** or the **covered person(s)** deductible amount. If the **covered person(s)** is a minor or is not competent to make this agreement, the legal guardian of the **covered person(s)** makes the agreement on the **covered person(s)** behalf as a condition to receiving benefits under this Policy.

5. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under VI DEFINITIONS the following are added:

**Ambulatory Medical Center** Means a licensed facility providing ambulatory, surgical or medical treatment, other than a **hospital**, clinic or **physician's** office.

**Durable Medical Equipment** Means equipment of a type that is designed primarily for use and used primarily by people who are sick. (e.g. A wheelchair or a hospital bed) It does not include items commonly used by people who are sick, even if the item can be used in the treatment of sick people or can be used in the rehabilitation or improvement of health. (e.g. a bicycle or spa).

**Essential Medical Expenses** Means a **medical service** expense which is essential for diagnosis, treatment or care of the **accident** for which it is prescribed or performed, which meets generally accepted standards of medical practice and is ordered by a **physician** and performed under his or her care, supervision or order.

**Hospital** Means a facility that:

- A. is operated according to law for the care and treatment of injured people;
- B. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a pre-arranged basis;
- C. has 24-hour nursing service by registered nurses (RN's); and
- D. is supervised by one or more **physicians**.

A **hospital** does not include:

- A. a nursing, convalescent or geriatric unit of a hospital where a patient is confined mainly to receive nursing care; a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged;
- B. a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged or any ward, room, wing or other section of the hospital that is used for such purposes; and;
- C. any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medical Services** Means any of the following services:

- A. **hospital** semi-private room and board (or room and board in an intensive care unit); **hospital** ancillary services, including but not limited to use of the operating room or



- emergency room, or use of an **ambulatory medical center**;
- B. services of a **physician** or Registered Nurse (RN);
  - C. costs of physiotherapy, occupational therapy, massage and manipulative treatment;
  - D. surgical and medical requisites;
  - E. local ambulance services to and from a **hospital**;
  - F. services of a **physician** or a registered nurse;
  - G. laboratory tests or radiological procedures;
  - H. anaesthetics and the administration of anaesthetics;
  - I. blood, blood products and artificial blood products, and the transfusion thereof;
  - J. rental of **durable medical equipment**;
  - K. artificial limbs, artificial eyes, or other prosthetic appliances;
  - L. medicine or drugs administered by a **physician** or which can only be obtained with a **physician's** written prescription; or
  - M. plastic surgery, limited to the face.

**Usual and Customary  
Charges**

means a charge that: is made for a **medical service**; does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a **hospital** room and board charge, other than for an **essential medical expense** stay in an intensive care unit, does not exceed the **hospital's** most common charge for semi-private room and board); and does not include charges that would have been made had no insurance existed.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

**MEDICAL EXPENSES – SICKNESS ENDORSEMENT**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage as set out below:

1. Under WHAT IS COVERED the following is added:

**Medical Expenses** If a **covered person** suffers from a **sickness** during the coverage period while participating in a **covered activity**, which requires treatment by a **physician** within 30 days of the onset of the **sickness**, we will pay for the **usual and customary charges** incurred for their **essential medical expenses** and **medical services**. This benefit is payable only for such charges incurred after the Deductible has been met and within the Coverage Period stated in the Declarations, after the date of the onset of the sickness.

2. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under HOW MUCH WE WILL PAY the following is added:

**Medical expenses** We will pay up to the Amount Insured as stated in the Declarations, provided **you** have first paid the Deductible.

3. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under WHAT IS NOT COVERED the following are added:

We will not make any payment for:

- A. dental examinations, x-rays, extractions, fillings or new, repair of or replacement of dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings, or any other treatment of the teeth or gums except for the repair or replacement of sound natural teeth as a result of a **sickness**;
- B. new, repair of or replacement of, eye glasses, contact lenses or hearing aids, except as a result of **sickness** causing further impairment to sight or hearing;
- C. expenses incurred more than the number of weeks indicated by the Coverage Period in the Declarations after the date the first expense was incurred;
- D. expenses incurred for or arising out of personal comfort or convenience items, including but not limited to **hospital** telephone charges, television rental, or guest meals while confined to **hospital** or for items taken away from the **hospital**, including but not limited to crutches, wheelchairs and walking aids, except **durable medical equipment**;
- E. an emergency evacuation for which any benefits are payable under the emergency evacuation endorsement, whether such endorsement has been effected or not;
- F. any repatriation of remains for which any benefits are payable under the repatriation endorsement, whether such endorsement has been effected or not;
- G. care, treatment or services provided by an immediate family member of the **covered person**;
- H. routine health examinations and examinations for check-up purposes not incidental to, or necessary to diagnose, **sickness**;
- I. **experimental or investigative** treatment or procedures;
- J. any **pre-existing condition**;
- K. elective treatment or surgery;
- L. treatment for temporomandibular joint dysfunction;
- M. care, treatment or services provided by persons retained or employed by **you** or for supplies, prescriptions or

medicines paid for or reimbursable by **you**, or for which a charge is not made;

- N. educational or vocational testing or training;
  - O. treatment of Osgood-Schlatter's disease;
  - P. detached retina unless arising out of an **accident**;
  - Q. diagnostic tests or treatment unless due to an infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;
  - R. venereal disease or syphilis;
  - S. hernia unless as a result of participation in a **covered activity**;
  - T. any **loss** caused by or resulting from any injury of any kind;
  - U. plastic or cosmetic surgery; and
  - V. any **loss** caused by or resulting from normal pregnancy, child birth, miscarriage or elective abortions, except for **complications of pregnancy if hospitalized**.
4. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under SPECIAL CONDITIONS the following are added:

**Excess of Other Collectible Coverage** If at the time of the **loss**, there is other insurance available which would apply to the **covered person(s)** in absence of this Policy, the insurance provided by this Policy will apply as excess insurance over the other insurance. Any payments made from the other insurance may not be considered or used as payment toward the Deductible under this Policy.

**Subrogation and Right of Recovery** Upon payment to a **covered person(s)** for any **loss** under this Policy, **your** rights to recover for the **loss** from any person or entity who has or may have caused, contributed to or aggravated the injury or condition, shall be transferred to **us** to the extent of **our** payment, regardless of whether **you** have fully recovered or been made whole for the **loss**. **You** and the **covered person(s)** must do nothing after **loss** to impair such rights.

At **our** request, **you** will bring suit against the persons or entities responsible for the **loss** or **we** may bring suit in **your** or the **covered person(s)** name or as **your** or the **covered person(s)** assignee. All amounts recovered by **us** or by **you** from any such person or entity shall first be applied to reimburse **us** for the amount that **we** have paid to **you** or the **covered person(s)** with respect to the claim, next to **our** cost of recovery, including **our** attorneys fees, and only then to **you** or the **covered person(s)** deductible amount. If the **covered person(s)** is a minor or is not competent to make this agreement, the legal guardian of the **covered person(s)** makes the agreement on the **covered person(s)** behalf as a condition to receiving benefits under this Policy.

5. For the purposes of the coverage afforded by paragraph 1 of this endorsement only, under DEFINITIONS the following are added:

**Ambulatory** Means a licensed facility providing ambulatory, surgical or medical treatment, **medical center** other than a **hospital**, clinic or **physician's** office.

**Complications of Pregnancy** Means terminated and diagnoses of such conditions are distinct from but adversely affect or are caused by such pregnancy. These conditions include but are not limited to:

- A. acute nephritis or nephrosis;
- B. cardiac decompensation or missed abortion;

However, this does not include and is not limited to similar conditions not medically distinct from a difficult pregnancy such as:

- A. false labor, occasional spotting or **physician** prescribed rest during the pregnancy;
- B. morning sickness;
- C. hyperemesis gravidarum and preeclampsia;

**Complications of Pregnancy** also include:

- A. non-elective cesarean section;
- B. termination of an ectopic pregnancy; and
- C. spontaneous termination when a live birth is not possible. (This does not include voluntary abortion.)

**Durable Medical Equipment** Means equipment of a type that is designed primarily for use, and used primarily by people who are sick, for example, a wheelchair or a **hospital** bed. It does not include items commonly used by people who are not sick, even if the item can be used in the treatment of sick people or can be used in the rehabilitation or improvement of health, for example a bicycle or spa.

**Essential Medical Expenses** Means a **medical service** expense which is essential for diagnosis, treatment or care of the **accident** for which it is prescribed or performed; which meets generally accepted standards of medical practice; and is ordered by a **physician** and performed under his or her care, supervision or order.

**Experimental or Investigative** Means treatment, a device or prescription medication which is recommended by a **physician**, but is not considered by the medical community as a whole to be safe and effective for the contrition for which the treatment, device or prescription is being used. This also includes any treatment, procedure, facility equipment, drugs, drug usage, devices or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

**Hospital** Means a facility that:

- A. is operated according to law for the care and treatment of injured people;
- B. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a pre-arranged basis;
- C. has 24-hour nursing service by registered nurses (RN's); and
- D. is supervised by one or more **physicians**.

A **hospital** does not include:

- A. a nursing, convalescent or geriatric unit of a hospital where a patient is confined mainly to receive nursing care; a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged;
- B. a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged or any ward, room, wing or other section of the hospital that is used for such purposes; and;
- C. any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medical Services** Means any of the following services:



- A. **hospital** semi-private room and board (or room and board in an intensive care unit); **hospital** ancillary services, including but not limited to use of the operating room or emergency room, or use of an **ambulatory medical center**;
- B. services of a **physician** or Registered Nurse (RN);
- C. costs of physiotherapy, occupational therapy, massage and manipulative treatment;
- D. surgical and medical requisites;
- E. local ambulance services to and from a **hospital**;
- F. services of a **physician** or a registered nurse;
- G. laboratory tests or radiological procedures;
- H. anaesthetics and the administration of anaesthetics;
- I. blood, blood products and artificial blood products, and the transfusion thereof;
- J. rental of **durable medical equipment**;
- K. artificial limbs, artificial eyes, or other prosthetic appliances;
- L. medicine or drugs administered by a **physician** or which can only be obtained with a **physician's** written prescription; or
- M. plastic surgery, limited to the face.

**Pre-existing Condition**

means a condition for which a **covered person** received any diagnosis, medical advice or treatment including any prescription medicines consumed during the 3 months immediately preceding the effective date of the **covered persons** term of coverage under this Policy unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription.

**Sickness**

means an illness or disease which is diagnosed or treated by a **physician** after the **covered person's** effective date of coverage under this policy. The illness or disease must manifest itself during a **covered activity**.

**Usual and Customary Charges**

means a charge that: is made for a medical service; does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a hospital room and board charge, other than for an essential medical expense stay in an intensive care unit, does not exceed the hospital's most common charge for semi-private room and board; and does not include charges that would have been made had no insurance existed.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**AMENDING COVERED PERSONS ENDORSEMENT**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Entertainment Group Personal Accident Policy.

Additional / Return Premium <\$ xxxxxx>

**Schedule of Covered Persons**

It is agreed that the Schedule of Covered Persons is amend as follows:

	<b>Name</b>	<b>Occupation</b>	<b>D.O.B</b>	<b>Beneficiary</b>	<b>Addition or Deletion</b>
1.	Xxxxxxxxxx	Xxxxxxxxxx	Xxxxxxxxx	xxxxxxxxx	Addition or Deletion
2.	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx	xxxxxxxxx	Addition or Deletion
3.	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx	xxxxxxxxx	Addition or Deletion
4.	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxx	xxxxxxxxx	Addition or Deletion

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**SCHEDULE OF COVERED PERSONS ENDORSEMENT**

**Title of Production:** <"XXXXXXXXXXXXXXXXXXXXXXXXXXXX">

**Type of Production:** <XXXXXXXXXXXXXXXXXX> **Number of Episodes:** <XXXXXXXXXX>

**Number of Eligible Persons:** <XXXXXXXXXXXXXXXXXXXXXXXXXXXX>

	<b>NAME OF COVERED PERSONS</b>	<b>OCCUPATION</b>	<b>DATE OF BIRTH</b>	<b>BENEFICIARY</b>
1.	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
2.	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
3.	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
4.	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**PRIMARY ACCIDENT MEDICAL EXPENSES COVERAGE ENDORSEMENT**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage as set out under the following Group Personal Accident Coverage Endorsement:

**MEDICAL EXPENSES (ACCIDENT) ENDORSEMENT – EGP E4807**

Under paragraph 4, the Excess of Other Collectable Coverage provision under SPECIAL CONDITIONS is deleted in its entirety and replaced by the following:

Primary Coverage	If, at the time of <b>loss</b> , there is other insurance available which would apply in the absence of this Policy, the insurance provided by this Policy will first apply and any other insurance shall apply as excess over and above coverages provided by this Policy.
------------------	---

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Calculation of Premium Endorsement**

In consideration of the premium charged as stated below and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that the Premium stated in the Declarations is amended as follows:

---

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Cancellation Endorsement**

In consideration of the premium charged as stated below and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that the Premium stated in the Declarations is amended as follows:

---

It is agreed that coverage is cancelled for Coverages Sections stated above as follows:

Cancellation Effective Date:<XX / XX / XXXX.> Policy Period: <xx / xx / xxxx > to < xx / xx / xxxx>

- <add content>

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Earlier Notice of Cancellation Provided by Us Endorsement**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Entertainment Policy Jacket:

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**SCHEDULE**

Number of Days' Notice \_\_\_\_\_

For any statutorily permitted reason other than non-payment of premium. The number of days required for Notice of Cancellation as provided in the Entertainment Policy Jacket or as amended by the applicable state cancellation endorsement, is increased to the number of days shown on the Schedule above.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Final Audit Endorsement**

In consideration of the premium charged as stated below and on the understanding that this endorsement leaves all other terms, conditions and exclusions unchanged, it is agreed that the Premium stated in the Declarations is amended as follows:

---

As a result of an audit, the final premium for Coverages Sections stated above is calculated as follows:

Final Premium            <\$ xxx,xxx.>            Policy Period: <xx / xx / xxxx > to < xx / xx / xxxx>

- <add content>

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Minimum Premium Endorsement**

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Section(s) listed below:

---

It is agreed the changes stated below apply to the Coverage Sections listed above:

- <add content>

The title of this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Policy Change Endorsement**

In consideration of the additional premium charged as stated below and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Section(s) listed below:

---

Additional Premium            <\$ XX,XXX,XXX.>

It is agreed the changes stated below amend the above-referenced Coverage Sections.

<This field needs to be able to handle data that will spread over multiple pages>

The title this endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**Resident Agency Countersignature Endorsement**

STATE	PREMIUM
< State >	\$ < XXX,XXX.>
<State >	\$ <XXX,XXX.>

The signature shown on this endorsement complies with the countersignature laws and regulations for the State shown.

Date of Countersignature \_\_\_\_\_  
(Month, Day and Year)

\_\_\_\_\_  
Licensed Resident Agent

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.



**GROUP PERSONAL ACCIDENT APPLICATION**

**GENERAL INFORMATION**

Applicants Name  
/Production Entity

\_\_\_\_\_

Applicants Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone

\_\_\_\_\_

E-mail Address

\_\_\_\_\_

Applicant is:

Corporation:  Partnership:  Individual

Type of Business:

\_\_\_\_\_

President:

\_\_\_\_\_

Vice President:

\_\_\_\_\_

Secretary:

\_\_\_\_\_

Treasurer

\_\_\_\_\_

Has Producer had any Guild  
Travel Insurance Declined in the  
Last 5 years:

Yes:  No:  If Yes, please list Insurance Carrier and why:

\_\_\_\_\_  
\_\_\_\_\_

List any Losses Producer has  
had over \$10,000 in the last 5  
years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Producers Prior Productions:

Titles:	Insurance Carrier:
_____	_____
_____	_____
_____	_____

Policy holder Contact Person:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Phone

\_\_\_\_\_

Fax

\_\_\_\_\_

Policy Term:

Form: \_\_\_\_\_

To: \_\_\_\_\_



**GROUP PERSONAL ACCIDENT APPLICATION**

**PRODUCTION INFORMATION**

The Production Is:  Pilot / Special  
 Series: # of Episodes: \_\_\_\_\_ Length of Episodes: \_\_\_\_\_  
 Strip: # of Weeks: \_\_\_\_\_ Length of Episodes: \_\_\_\_\_ # of Episodes per wk: \_\_\_\_\_  
 Other

In Studio

Not In Studio

Title: \_\_\_\_\_

Start Date of Principal Photography: \_\_\_\_\_

End Date of Principal Photography: \_\_\_\_\_

Filming Locations including length of time at each location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PHYSICAL ACTIVITIES**

1. Please describe any special stunts or hazardous activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please describe any aircraft/helicopter/watercraft work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please describe any underwater filming:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**GROUP PERSONAL ACCIDENT APPLICATION**

**TRAVEL REQUIREMENTS** (Commercial Airlines, Private Airlines, Helicopters, etc)

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Maximum flight concentration any aircraft (Number of Persons: \_\_\_\_\_)

**COVERAGE AND LIMITS OF INSURANCE:**

**PLAN I: Participants Coverage ONLY**

		Accidental Death and Dismemberment	Aggregate (AD&D Only) Up to 15 Lives	Accident Medical Expense (Primary / Excess)	Emergency Evacuation	Repatriation of Remains	Deductible
<input type="checkbox"/>	Option #1	\$100,000	\$3,750,000	\$100,000	200,000	\$100,000	\$1,000
<input type="checkbox"/>	Option #2	\$250,000	\$5,000,000	\$250,000	200,000	\$100,000	\$1,000
<input type="checkbox"/>	Option #3	\$500,000	\$7,500,000	\$500,000	200,000	\$100,000	\$1,000

**Optional Coverages:**

**Aggregation Buy Up Option** (Purchase coverage for an additional 5 lives)

- Option #1: Increase Total Aggregate from \$1,500,000 to \$2,000,000.
- Option #2: Increase Total Aggregate from \$3,570,000 to \$5,000,000.
- Option #3: Increase Total Aggregate from \$7,500,000 to \$10,000,000.

**Accident Medical Expense Benefit** (Increases Accident Medical Expense from 52 week benefit period to 104 weeks)

**Weekly Accident Indemnity** (Pays up to 66% of weekly earnings for up to 13 weeks after a 7 day waiting period).

**Primary Accidental Medical Expense**



**GROUP PERSONAL ACCIDENT APPLICATION**

- PLAN II: Casting and/or Audience Coverage ONLY**
  - Accidental, Death and Dismemberment      \$250,000 Limit
  - Accident Medical (Excess)                      \$250,000 Limit

**Optional Coverages:**

- Aggregation Buy Up Option** (Purchase coverage for an additional 5 lives)
  - Increase Total Aggregate from \$3,570,000 to \$5,000,000.

Please note: Accident Medical Expense Benefit Period is 52 weeks.  
Accident Medical is Excess only.

Please answer for Casting and/or Audience Coverage Only:

1. Average days of casting per production: \_\_\_\_\_
2. Number of People in the Audience: \_\_\_\_\_

- PLAN III: DICE/Short Presentations**
  - Accidental, Death and Dismemberment      \$250,000 Limit
  - Accident Medical (Excess)                      \$250,000 Limit

**Optional Coverages:**

- Aggregation Buy Up Option** (Purchase coverage for an additional 5 lives)
  - Increase Total Aggregate from \$3,570,000 to \$5,000,000.

Please note: Accident Medical Expense Benefit Period is 52 weeks.  
Accident Medical is Excess only.

Please answer for production is for DICE/Short Presentations only:

1. Running time and minutes of footage of Casting reels, demo tapes, sizzle tapes, presentations & internet shorts: \_\_\_\_\_
2. Number of Participants: \_\_\_\_\_
3. Number of Casting reels, demo tapes, sizzle tapes, presentations and internet shorts per year: \_\_\_\_\_

**GROUP PERSONAL ACCIDENT APPLICATION**

**PLEASE ATTACH COPY OF BUDGET, SCRIPT, DAY OUT OF DAY AND COMPLETE SHOOTING SCHEDULE**

**PRIOR TO COMMENCEMENT OF ANY PRODUCTIONS, APPLICANT MUST THOROUGHLY CHECK FILM AND TAPE STOCK AND TEST ALL CAMERAS, LENSES, MEDIA STORAGE DEVICES, RELATED EQUIPMENT LIGHTING AND SOUND EQUIPMENT AND HAVE PROOF THAT THEY ARE IN SOUND OPERATING CONDITION AND FIT FOR THE PURPOSE AND MANNER IN WHICH THEY ARE TO BE USED.**

**Signing this application does not bind the Applicant or the Company to purchase the insurance. However it is agreed that the information contained herein shall be the basis of the contract should a policy be issued. If any of the above questions have been answered fraudulently, or in a way as to conceal or misrepresent any material fact or circumstance concerning this insurance or the subject thereof, the entire policy shall be void.**

**Any material change to our exposures must be reported prior to binding and may be subject to additional premium and/or increase in Deductibles.**

**I/We have read the above and agree that to the best of my/our knowledge and belief this fully represents in the true statement of facts.**

**NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS:** 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.

**NOTICE TO COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE INSURANCE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

**NOTICE TO DISTRICT OF COLUMBIA APPLICANTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**NOTICE TO FLORIDA APPLICANTS:** 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 IN THE THIRD DEGREE.

**NOTICE TO KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY 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.

**NOTICE TO LOUISIANA APPLICANTS:** 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.



## GROUP PERSONAL ACCIDENT APPLICATION

Page 6 of 6

**NOTICE TO MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE INSURANCE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**NOTICE TO MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO OHIO APPLICANTS:** 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 IS GUILTY OF INSURANCE FRAUD.

**NOTICE TO OKLAHOMA APPLICANTS: WARNING:** ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

**NOTICE TO OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS MATERIALLY FALSE INFORMATION IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE INSURANCE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**NOTICE TO VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Date \_\_\_\_\_

Applicant: \_\_\_\_\_  
(Authorized Representative)

Agent/Broker: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



NAMED INSURED: XXXXXX

Page 1 of 1

**E5258.1 Arkansas Amendatory Endorsement**

In consideration of the premium charged, it is hereby understood and agreed that the Entertainment Group Personal Accident Policy is amended as follows:

1. Paragraph H. of Section III. WHAT IS NOT COVERED is deleted in its entirety.
2. The Arbitration Condition of Section VII. POLICY CONDITIONS is modified to the extent necessary to provide the following:

Any ruling, determination or judgment arising out of an arbitration proceeding shall not be binding on either party.

All other terms and conditions remain unchanged.

Endorsement Effective: XX/XX/XXXX  
Endorsement No: X

Policy No.: XXXXX

By: Ed Donnelly  
(Appointed Representative)

SERFF Tracking Number: MRTN-127323869 State: Arkansas  
 Filing Company: Hiscox Insurance Company Inc. State Tracking Number: 49314  
 Company Tracking Number: HICI-EG-PA-10-0001  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Entertainment - Group Personal Accident & Accident Medical  
 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 07/20/2011	Group Personal Accident & Accident Medical Multistate Rate Manual	EGP P4804 CW (8-10)	New		GPA R4801 CW 06-2010 Group Personal Accident & Accident Medical Multistate Rate Manual.pdf
Approved-Closed 07/20/2011	Group Personal Accident & Accident Medical Multistate Rules	EGP P4804 CW (8-10)	New		GPA L4800 MU 06-2010 Group Personal Accident and Accident Medical Multistate Rules.pdf



**HISCOX INSURANCE COMPANY INC.**

**COMMERCIAL ENTERTAINMENT MANUAL  
GROUP PERSONAL ACCIDENT & ACCIDENT MEDICAL  
MULTISTATE RATE MANUAL**

**SECTION A - RATING OVERVIEW**

Determine an overall rate based on the applicable production type from the rates shown below. When selecting this rate, consider the impact of the limits and the following risk characteristics:

1. Premise/Storyline Characteristics;
2. Duration of Shooting Schedule;
3. Exposure for any hazardous physical activities in Production (i.e.)
  - Winter Sports
  - Scuba Diving
  - Rock climbing or Mountaineering (normally involves use of ropes or guides)
  - Parachuting
  - Spelunking
  - Horse Riding
  - Driving or riding in any kind of race or competition
  - Riding motor cycles or motor scooters
  - Participation in competitive sports (Basketball, Football, Ice Hockey, Soccer, Rugby)
  - Any other occupation, sport, pastime or activity which is likely to involve extra risk of accident
4. Physical ability and age of participants
5. Travel Requirements (How many flights as a passenger are required for project):
  - Commercial airlines
  - Private airplanes
  - Helicopters

The policy premium is determined using the Rating Formula – Section B and one of the rating methodologies shown in the Benefit and Rate Plan Table – Section C.

**SECTION B – RATING FORMULA**

Step 1	Classify risk using the Rate Plan Table – Section C. There are three (3) rating plans. Choose the production type within each rating plan that most closely reflects the declared production or annual production operations of the Insured.
Step 2	Determine the base rate using the: <ul style="list-style-type: none"> <li>▪ Risk characteristics outlined in Section A – Rating Overview; and</li> <li>▪ Benefit and Rate Plan Table – Section C</li> </ul>
Step 3	Determine the applicable exposure based: <ul style="list-style-type: none"> <li>▪ On the number of participants; and</li> <li>▪ The number of episodes, if applicable</li> </ul>

**SECTION C- BENEFIT AND RATE PLAN TABLE**

**PLAN I: PILOTS AND EPISODIC PRODUCTION**

**ELIGIBILITY:** Participants Coverage Only

<b>PLAN I – BENEFIT TABLE</b>			
<b>Benefits</b>	<b>Option #1</b>	<b>Option #2</b>	<b>Option #3</b>
Accidental Death & Dismemberment	\$100,000	\$250,000	\$500,000
Accidental Medical, Excess	\$100,000	\$250,000	\$500,000
Deductible	\$1,000	\$1,000	\$1,000
Emergency Evacuation	\$200,000	\$200,000	\$200,000
Repatriation of Remains	\$100,000	\$100,000	\$100,000
Aggregate (AD&D only)	Up to 15 lives (up to \$1,500,000)	Up to 15 lives (up to \$3,750,000)	Up to 15 lives (up to \$7,500,000)

<b>PLAN I - RATING TABLE</b>							
<b>Type of Show</b>	<b>Description</b>	<b>Rate Range per Person / per Episode</b>			<b>Minimum Premium Per Policy</b>		
		<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
<b>PILOTS / SPECIALS</b>							
Studio / Non-Physical	No physical challenges/activities (Usually in studio)	\$10 - \$30	\$20 - \$40	\$40 - \$65	\$600	\$850	\$1,000
Studio / Physical	Some physical challenges/activities (i.e. dating shows, Real World, Biggest Loser, etc)	\$25 - \$40	\$35 - \$60	\$65 - \$95	\$750	\$1,000	\$1,250
Non-studio / Non-Physical	No physical challenges /activities, documentaries, audience members (i.e., Big Brother)	\$10 - \$25	\$20 - \$45	\$40 - \$70	\$750	\$1,000	\$2,500
Non-studio / Physical	Some physical challenges/activities (i.e. Trading Spaces, Road Rules)	\$25 - \$40	\$40 - \$65	\$80 - \$115	\$750	\$1,000	\$2,500
Stunt	Refer to home office (i.e. American Gladiator, Wipe-Out, Storm Chasers, Survivor, Amazing Race)	N/A	N/A	N/A	N/A	N/A	N/A
<b>EPISODIC</b>							
Studio / Non-Physical	No physical challenges /activities (Usually in studio, Deal or no Deal, Smarter than 5 <sup>th</sup> Grader, etc)	\$10 - \$30	\$20 - \$40	\$40 - \$65	\$750	\$1,000	\$2,250
Studio / Physical	Some physical challenges/activities (i.e. dating shows, Real World, Biggest Loser, etc)	\$25 - \$40	\$35 - \$60	\$65 - \$95	\$1,750	\$2,250	\$2,700
Non-studio / Non-Physical	No physical challenges /activities, documentaries, audience members (i.e., Big Brother)	\$10 - \$25	\$20 - \$45	\$40 - \$70	\$750	\$1,000	\$2,500
Non-studio / Physical	Some physical challenges /activities (i.e. Trading Spaces, Road Rules)	\$25 - \$40	\$40 - \$65	\$80 - \$115	\$2,000	\$2,500	\$3,000
Stunt	Refer to home office (i.e. American Gladiator, Wipe-Out, Storm Chasers, Survivor, Amazing Race)	N/A	N/A	N/A	N/A	N/A	N/A

**ADDITIONAL BENEFITS**

	Description	Rate
<b>Accident Medical Expense Benefit Period</b>	Policy form automatically includes a 52 week benefit period. This Benefit period can be increased to 104 weeks.	Load premium per person - per episode by 15%
<b>Sickness</b>	Benefit of \$50,000 with a deductible of \$1,000 and zero co-insurance	\$16.00 per person/ per episode
<b>Buy up Aggregate Limits</b>	Option #1 Additional 5 lives for a total aggregate of \$2,000,000	\$250
	Option #2 Additional 5 lives for a total aggregate of \$5,000,000	\$375
	Option #3 Additional 5 lives for a total aggregate of \$10,000,000	\$750
<b>Primary Accidental Medical Expense</b>	Accident Medical Coverage can be amended from an excess basis to a primary basis using endorsement EGP E4811.	Load premium per person - per episode by 20%
<b>Weekly Accident Indemnity</b>	Pays up to 66% of weekly earnings for up to 13 weeks after a 7 day waiting period.	Load Premium per person per episode by 25%.
	Option #1 Benefits up to \$100/Week	
	Option #2 Benefits up to \$250/Week	
	Option #3 Benefits up to \$500/Week	

**PLAN II: CASTING AND/OR AUDIENCE**

**ELIGIBILITY:** Participants and/or audience coverage only

PLAN II – BENEFIT TABLE	
Benefits	
AD&D	\$250,000
Accident Medical, Excess	\$250,000
Deductible	\$1,000

PLAN II – PRICING TABLE		
Type of Show	Description	Premium
Casting (Non-Stunt)	Average 5 days of casting per production. Maximum 2000 lives.	\$250 in increments of 500 lives.
Audience	Maximum 500 lives.	\$150 for 500 lives or fewer.

**LIMITATIONS:**

- Accident Medical Expense Benefit Period is 52 weeks.
- Aggregate – Up to 15 lives (up to \$3,750,000) - SEE AGGREGATE BUY UP OPTION
- Accidental Medical Expense is excess only
- Sickness and Weekly Accident Indemnity is not available

**Aggregate Buy Up Option:** Additional 5 lives for a total aggregate of \$5,000,000 can be purchased for an additional charge of \$375.

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**PLAN III: DICE / SHORT PRESENTATIONS**

**ELIGIBILITY:** Participants Coverage Only

- Casting reels, demo tapes (about 10 minutes), sizzle tape, presentation, internet shorts
- 3 – 5 minutes of footage (anything over 30 minutes is considered a show)
- Budgets are small, almost nothing
- 0 – 5 participants
- Always walk and talk type of shows – Never stunts or physical activities
- Currently written as an annual development policy to the production company (ex: Reveille, RDF, Lock and Key) assumes 10 – 15 of these presentations in a year.

<b>PLAN III – BENEFIT TABLE</b>	
<b>Benefits</b>	
AD&D	\$250,000
Accident Medical, Excess	\$250,000
Deductible	\$1,000

<b>PLAN III – PRICING TABLE</b>			
	<b>Description</b>	<b>Premium Range</b>	<b>Minimum Premium</b>
First year	Annual Premium based on maximum of 10 participants at any one time.	FLAT	\$2,000
	If additional risk is added in first year, exposure will be charged for when declared.	\$20 - \$50 per Participant	\$250
Renewal	At the end of the first year policyholder will declare the actual number of participants from prior year which will be used to determine renewal premium.	\$20 - \$50 per Participant	\$2,000

**LIMITATIONS:**

- Accident Medical Expense Benefit Period is 52 weeks.
- Aggregate – Up to 15 lives (up to \$3,750,000) - SEE AGGREGATE BUY UP OPTION
- Accidental Medical Expense is excess only
- Sickness and Weekly Accident Indemnity is not available

**Aggregate Buy Up Option:** Additional 5 lives for a total aggregate of \$5,000,000 can be purchased for an additional charge of \$375.



**HISCOX INSURANCE COMPANY INC.**

**COMMERCIAL ENTERTAINMENT MANUAL  
GROUP PERSONAL ACCIDENT & ACCIDENT MEDICAL  
MULTISTATE RULES**

**This manual contains the rules for Group Personal Accident / Accident Medical coverage written through Hiscox US Entertainment Program. All references to sections in this document refer to sections in the corresponding Rate manual.**

**MULTISTATE RULES**

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**Rule 1. ELIGIBILITY AND COVERAGE**

Insurance coverage is intended for the participants and audience of television pilots, specials and episodic productions as well as DICE and Short Presentations.

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**Rule 2. RATING BASIS AND FORMULA**

Rates are selected based upon guidelines in the Group Personal Accident and Accident Medical – Rate Manual. The rating basis varies based on the type of production operation as outlined in Section C of the Rating manual.

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**Rule 3. POLICY TERM**

Policies may be written for a specific term up to three years or on a continuous basis. Coverage can be written on a blanket basis (apply to all productions in development or produced by the Insured) or for an individual project.

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**Rule 4. BENEFIT OPTIONS AND DEDUCTIBLES**

Refer to the Rate manual for full details on the Benefit Limit options and Deductible terms available for each of the three Plans available.

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**Rule 5. STATE OF RISK**

Policies which provide coverage for locations or premises in more than one state may be written on one policy, subject to the rules and forms approved by the Insured's home state. The home state is the state in which the Insured's principal mailing address is located.

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**Rule 6. AUDIT TRAIL – COMPLIANCE DOCUMENTATION**

Established rates will be supported by recorded underwriting notes that reference corroborative risk characteristics for the specific project or annual operations of the Insured.

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**Rule 7. ROUNDING PROCEDURE**

Round the final premium to the nearest dollar. Do not round during any intermediary steps.

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**Rule 8. POLICY WRITING MINIMUM PREMIUM**

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- A. Refer to the corresponding rate manual for full details on the minimum premiums by Plan and Type of Show.
- B. Apply a minimum premium regardless of term.

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**Rule 9. ADDITIONAL PREMIUM CHANGES**

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- A. Amounts of insurance may be increased or exposures added after the inception date of the policy. Calculation of the additional premium is pro rata upon the policy term (unless as otherwise specifically provided).
- B. Any additional premium of less than \$50 may be waived.

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**Rule 10. RETURN PREMIUM CHANGES**

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- A. Reductions in the amount of insurance or exposures may be made after the inception date of the policy. Calculation of the return premium is pro rata upon the policy term (unless as otherwise specifically provided).
- B. Any return premium of less than \$25 may be waived.  
Any return premium requested by an insured will be granted.

SERFF Tracking Number: MRTN-127323869 State: Arkansas  
 Filing Company: Hiscox Insurance Company Inc. State Tracking Number: 49314  
 Company Tracking Number: HICI-EG-PA-10-0001  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: Entertainment - Group Personal Accident & Accident Medical  
 Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	07/20/2011
<b>Comments:</b>		
<b>Attachment:</b> AR-Personal Accident Flesch Scores.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	07/20/2011
<b>Comments:</b> The application is attached to the Form Schedule tab.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Hiscox - Group Personal Accident - Forms List	Approved-Closed	07/20/2011
<b>Comments:</b> A listing of forms for Group Personal Accident insurance is attached.		
<b>Attachment:</b> Group Personal Accident - ENTERTAINMENT FORMS - STATE FILING LIST-1.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Hiscox - Third-Party Authorization Letter	Approved-Closed	07/20/2011
<b>Comments:</b> A Third Party Authorization Letter is attached.		
<b>Attachment:</b> Hiscox - Third-Party Authorization Letter.pdf		

<b>Item Status:</b>	<b>Status</b>
---------------------	---------------

SERFF Tracking Number: MRTN-127323869 State: Arkansas  
Filing Company: Hiscox Insurance Company Inc. State Tracking Number: 49314  
Company Tracking Number: HICI-EG-PA-10-0001  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Entertainment - Group Personal Accident & Accident Medical  
Project Name/Number: Entertainment - Group Personal Accident & Accident Medical/HICI-EG-PA-10-0001

**Satisfied - Item:** Explanatory Memorandum/Cover Letter Approved-Closed **Date:** 07/20/2011

**Comments:**

**Attachment:**

Hiscox-Personal Accident-MEMO.pdf

**Item Status:** **Status**  
**Satisfied - Item:** Actuarial Memorandum Approved-Closed **Date:** 07/20/2011

**Comments:**

**Attachment:**

Actuarial Memorandum - Group Personal Accident.pdf

**Item Status:** **Status**  
**Satisfied - Item:** Statement of Variability Approved-Closed **Date:** 07/20/2011

**Comments:**

**Attachment:**

Statement of Variability-Personal Accident.pdf

## **Multiple files are bound together in this PDF Package.**

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## ENTERTAINMENT GROUP PERSONAL ACCIDENT POLICY - FORMS LISTING

		Form Name/Description	Edition Date	New or Replacement?		Broadens, Restricts or Clarifies			Direct Rate/Premium Impact?		Optional or Mandatory?		Summary
				N	R	B	R	C	Yes	No	M	O	
		<b>Coverage Parts/General Terms/Declarations</b>											
EGP D4802 CW	1.	GROUP PERSONAL ACCIDENT DECLARATIONS	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Indicates the limits and deductible for the various coverages purchased under this coverage section.
EGP P4804 CW	2.	GROUP PERSONAL ACCIDENT POLICY	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Group Personal Accident Policy. Provides Group Personal Accident Coverage to individuals while participating in a covered production such as AD&D, Excess Accident Medical and Sickness, Emergency Evacuation and Repatriation.
		<b>Group Personal Accident Endorsements</b>											
EGP E4805 CW	3.	Repatriation Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement provides coverage for repatriation of the covered person's body due to death while participating in a covered activity.
EGP E4806 CW	4.	Evacuation Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement provides coverage for the evacuation of covered persons while participating in a covered activity.
EGP E4807 CW	5.	Medical Expenses (Accident) Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement provides coverage for Medical Expenses to a covered person due to an accident while participating in a covered activity.
EGP E4808 CW	6.	Medical Expenses – Sickness Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement provides coverage for Medical Expenses to a covered person due to sickness while participating in a covered activity.
EGP E4809 CW	7.	Amending Covered Persons Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement amends the covered persons schedule

## ENTERTAINMENT GROUP PERSONAL ACCIDENT POLICY - FORMS LISTING

		Form Name/Description	Edition Date	New or Replacement?		Broadens, Restricts or Clarifies			Direct Rate/Premium Impact?		Optional or Mandatory?		Summary
				N	R	B	R	C	Yes	No	M	O	
EGP E4810 CW	8.	Schedule of Covered Persons Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Endorsement scheduled covered persons to the policy.
EGP E4811 CW	9.	Primary Accident Medical Expense Coverage Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
EGP A4812 CW	10.	Group Personal Accident Application	(08/10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application provides insured's information.
<b>Common Forms</b>													
ENT E4017 CW	11.	Calculation of Premium Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement states how premiums are computed.
ENT E4018 CW	12.	Cancellation Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement issued when coverage has been cancelled.
ENT E4019 CW	13.	Earlier Notice of Cancellation Provided by Us Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement amends the number of days required for notice of cancellation to be increased for any statutorily permitted reason (other than nonpayment of premium).
ENT E4020 CW	14.	Final Audit Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement issued reflecting final audit calculations
ENT E4021 CW	15.	Minimum Premium Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement stipulates what the minimum premium is.
ENT E4022 CW	16.	Policy Changes Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement can be used to make changes to entire policy or to specific coverage sections based on the company specific Rules.
ENT E4027	17.	Resident Agency Countersignature Endorsement	(08-10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Endorsement provides for resident agent countersignature

## ENTERTAINMENT GROUP PERSONAL ACCIDENT POLICY - FORMS LISTING

		Form Name/Description	Edition Date	New or Replacement?		Broadens, Restricts or Clarifies			Direct Rate/Premium Impact?		Optional or Mandatory?		Summary
				N	R	B	R	C	Yes	No	M	O	
CW													



Letter of Authorization

---

January 3, 2011

Re: Hiscox Insurance Company Inc., NAIC Company Number: 10200

To Whom It May Concern:

Martin & Company is hereby authorized to submit rate, rule and form filings on behalf of Hiscox Insurance Company Inc. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries to this filing to Martin & Company at the following address:

Martin & Company  
P.O. Box 70  
Edgemont, PA 19028  
Phone: (610) 325-4455

Please contact me if you have any questions regarding this authorization.

Sincerely,

Michael L. Rybak  
Vice President  
Hiscox Insurance Company Inc.



# Martin & Company

Publications & Insurance Services

Post Office Box 70  
Edgemont, PA 19028-0070  
office: 610-325-4455 fax: 610-325-4405  
email: [compliance@filingsdirect.com](mailto:compliance@filingsdirect.com)

**HISCOX INSURANCE COMPANY INC.**  
NAIC #4666-10200 – FEIN #98-6000550  
Initial Entertainment - Group Personal Accident & Accident Medical  
Rates/Rules/Forms  
Filing Number: HICI-EG-PA-10-0001

In accordance with the regulatory provisions of your state, the company is introducing its Group Personal Accident and Accident Medical program. This program provides accident coverage for the participants and audience of television pilots, specials and episodic productions as well as DICE and Short Presentations.



# Martin & Company

Publications & Insurance Services

Post Office Box 70  
Edgemont, PA 19028-0070  
office: 610-325-4455 fax: 610-325-4405  
email: [compliance@filingsdirect.com](mailto:compliance@filingsdirect.com)

**Hiscox Insurance Company Inc.**  
NAIC #4666-10200, FEIN # 98-6000550  
Entertainment Program – Group Personal Accident & Accident Medical

## STATEMENT OF VARIABILITY

Hiscox Insurance Company Inc. is submitting its new Group Personal Accident program. Briefly, the Group Personal Accident and Accident Medical program forms and rates provide accident coverage for participants (cast, crew, contestants, audience, production, theatrical, etc.) in the entertainment industry.

The forms listed below contain variable information. Each instance is identified and an explanation as to what information should be inserted in the <FIELD(S)> is given.

1. Form ENT E4018 CW (08-10), Cancellation Endorsement

Variable Fields:

- a. Cancellation Effective Date – this field is used to insert the date of cancellation.
- b. Policy Period – this field is used to insert the policy period.

2. Form ENT E4020 CW (08-10) – Final Audit Endorsement

Variable Fields:

- a. Final Premium – the final premium is inserted after an audit.
- b. Policy Period – this field is used to insert the inception date of the policy and the date the policy ends.

3. Form ENT E4021 CW (08-10), Minimum Premium Endorsement

Variable Fields:

4. Form ENT E4022 CW (08-10), Policy Change Endorsement

Variable Fields:

- a. Additional Premium – additional premium due to a change in the policy is inserted in this field.
- b. <This field needs to be able to handle data that will spread over multiple pages> - - this field could be used to make administrative changes to the policy, such as: insured's name, policy number, effective/expiration date, payment plan, additional interested parties, limits/exposures, covered property/location description, rates, insured's mailing address, company, insured's' legal status/business of insured, premium determination, coverage forms and endorsements, deductibles, classification/class codes, underlying insurance.

5. Form ENT E4027 CW (08-10), Resident Agency Countersignature Endorsement

Variable Fields:

- a. State – the field is used to insert the applicable state.
- b. Premium – the field is used in insert the premium charge.

6. Form EGP D4802 CW (8-10), DECLARATIONS – Entertainment Group Personal Accident

Variable Fields:

**I. GENERAL DETAILS**

- a. Policy Number – field is used to insert the policy number.
- b. Insured – field is used to insert the name of the insured.
- c. Insured's Contact Address – field is used to insert the address of the insured.
- d. Insured's Broker – field is used to insert the name and address of the broker/agent.
- e. Premium – field is used to insert the policy premium.

**II. COVERAGE DETAILS**

- a. Policy Period – fields are used to insert the start date and end date of the policy, i.e. 01/01/2011 to 12/31/2011.



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### III. POLICY PREMIUM DETAILS

- a. Entertainment Group Personal Accident – Policy Premium – field used to insert the policy premium. Commission – field used to insert the broker/agent commission.
- b. ANNUAL POLICY PREMIUM – field used to insert the premium. This amount will vary based on coverage provided.
- c. Minimum Premium – field used in insert the minimum premium.
- d. Deposit Premium – field used to insert the amount the insured pays as a deposit.

### IV. SPECIFIC COVERAGE DETAILS

- a. Title of Production – field used to insert the name of the production.
- b. Type of Production – field used to insert the type of production (i.e. motion picture for theatrical release; television, cable and radio programming; documentaries, industrial films, commercials, infomercials, training and educational films, music videos, and webisodes; animation, and theatrical productions.
- c. Number of Eligible Persons – this field is used in insert the number of eligible persons.
- d. Number of Episodes – this field is self-explanatory.

#### Classification Schedule of Eligible Persons

- a. Class 1-Description of Class – the field is used to insert the name of the production.
- b. Class 1-Covered Activities – the field is used to insert the name of the production.

#### Benefit Schedule

The fields contained in this box will be used to insert the maximum insured amount and Weekly Accident Indemnity Benefit.

#### Accidental Death and Dismemberment Aggregate Limit

- a. Class 1 – this field is used to insert the AD&D limit

#### ENDORSEMENTS

- a. Form No. – the field is used to insert the form number.
- b. Description – the field is used to insert the title of the form.
- c. Class – the field is used to insert the Class

#### Date

The field is used to insert the date.

#### 7. Form EGP E4809 CW (8-10), Amending Covered Persons Endorsement

Variable Fields:

- a. **Additional/Return Premium** – this field is used to insert a dollar amount of either the return premium or the additional premium due.
- b. **Schedule of Covered Persons** – the fields in this box are used for the purpose listed; i.e. name, occupation, date of birth, the name of the beneficiary and whether this is an addition or deletion to the policy.

#### 8. Form EGP E4810 CW (08-10), Schedule of covered Persons Endorsement

Variable Fields:

- a. Title of Production – field used to insert the name of the production.
- b. Type of Production – field used to insert the type of production (i.e. motion picture for theatrical release; television, cable and radio programming; documentaries, industrial films, commercials, infomercials, training and educational films, music videos, and webisodes; animation, and theatrical productions.
- c. Number of Eligible Persons – this field is used in insert the number of eligible persons.
- d. Number of Episodes – this field is self-explanatory.
- e. **Schedule of Covered Persons box** – the fields in this box are used for the purpose listed; i.e. name, occupation, date of birth, and the name of the beneficiary.