# Filing at a Glance

| | |
|---|---|
| Company: | United States Fire Insurance Company |
| Product Name: | Group Accident - Association - IAB |
| State: | Arkansas |
| TOI: | H02G Group Health - Accident Only |
| Sub-TOI: | H02G.000 Health - Accident Only |
| Filing Type: | Form |
| Date Submitted: | 08/22/2012 |
| SERFF Tr Num: | CRUM-128650517 |
| SERFF Status: | Closed-Approved |
| State Tr Num: | |
| State Status: | Approved-Closed |
| Co Tr Num: | GAP-30000 |
| Implementation Date Requested: | On Approval |
| Author(s): | Caren Alvarado, Debbie Deluccia, Howard DeBare, John Carven, Giovana Earl, Cecily Garris |
| Reviewer(s): | Donna Lambert (primary) |
| Disposition Date: | 09/12/2012 |
| Disposition Status: | Approved |
| Implementation Date: | |

State Filing Description:

**State:** *Arkansas* **Filing Company:** *United States Fire Insurance Company*
**TOI/Sub-TOI:** *H02G Group Health - Accident Only/H02G.000 Health - Accident Only*
**Product Name:** *Group Accident - Association - IAB*
**Project Name/Number:** *Group Accident-IAB/*

## General Information

Project Name: Group Accident-IAB
Project Number:
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Association
Filing Status Changed: 09/12/2012
State Status Changed: 09/12/2012
Created By: Caren Alvarado
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: This is a new product being filed concurrently in all 50 states

Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Giovana Earl

Filing Description:

The United States Fire Insurance Company wishes to submit the enclosed Group Accident Only insurance forms for your review and approval. The forms are new and are not intended to replace any existing forms previously filed and approved by your Department.

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

This is a group accident program which provides Accidental Death & Dismemberment, Expense-Incurred Accident Medical Benefits and other ancillary benefits for a Covered Accident that can be included in Group Accident policies issued to associations located outside of the state covering residents of your state. Upon approval the Policy will be issued to eligible Associations and coverage will be available to eligible members of the group. Spouse and dependent coverage will also be available for additional premiums.

We have enclosed the by-laws and articles of incorporation for the association (IAB) to which this coverage may be made avaialble but would also like the ability to offer tis to additional subsequent associations in the future.

When the master policy is issued outside of your state, the enclosed filed certificate will be issued to residents of your state evidencing coverage under such policy.

Any bracketed information is being filed as variable and is illustrative. Unless otherwise informed, we reserve the right on a case by case basis to alter the layout of the enclosed forms, including color, type face and font. We certify that the type size will always remain as the state required size and all statutory/regulatory requirements will not be changed. The forms themselves note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material will never be more restrictive that permitted by law. Additionally, variations may result from negotiations between us and the Policyholder.

In addition an Explanation of Variability has been included for your convenience.

If you should have any questions or concerns regarding this submission, please do not hesitate to contact us. We thank you in advance for your prompt review of this filing.

| | | | |
|---|---|---|---|
| **State:** | *Arkansas* | **Filing Company:** | *United States Fire Insurance Company* |
| **TOI/Sub-TOI:** | *H02G Group Health - Accident Only/H02G.000 Health - Accident Only* | | |
| **Product Name:** | *Group Accident - Association - IAB* | | |
| **Project Name/Number:** | *Group Accident-IAB/* | | |

# Company and Contact

## Filing Contact Information

Caren Alvarado, Compliance Director
5 Christopher Way
Eatontown, NJ 07724

caren.alvarado@fairmontspecialty.com
732-676-9819 [Phone]
732-542-4082 [FAX]

## Filing Company Information

United States Fire Insurance Company
305 MADISON AVENUE
MORRISTOWN, NJ 07962
(973) 490-6600 ext. [Phone]

CoCode: 21113
Group Code: 158
Group Name:
FEIN Number: 13-5459190

State of Domicile: Delaware
Company Type:
State ID Number:

# Filing Fees

| | |
|---|---|
| Fee Required? | Yes |
| Fee Amount: | $50.00 |
| Retaliatory? | No |
| Fee Explanation: | $50 per filing |
| Per Company: | No |

| Company | Amount | Date Processed | Transaction # |
|---|---|---|---|
| United States Fire Insurance Company | $50.00 | 08/22/2012 | 61912536 |

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

# Correspondence Summary

## Dispositions

| Status | Created By | Created On | Date Submitted |
|---|---|---|---|
| Approved | Donna Lambert | 09/12/2012 | 09/12/2012 |

## Objection Letters and Response Letters

### Objection Letters

| Status | Created By | Created On | Date Submitted |
|---|---|---|---|
| Pending Industry Response | Donna Lambert | 09/11/2012 | 09/11/2012 |

### Response Letters

| Responded By | Created On | Date Submitted |
|---|---|---|
| Caren Alvarado | 09/12/2012 | 09/12/2012 |

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

# Disposition

Disposition Date: 09/12/2012
Implementation Date:
Status: Approved
Comment:

Rate data does NOT apply to filing.

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---|---|---|---|
| **Supporting Document** | Flesch Certification | Accepted for Informational Purposes | Yes |
| **Supporting Document** | Application | Accepted for Informational Purposes | Yes |
| **Supporting Document** | EOV | Accepted for Informational Purposes | Yes |
| **Supporting Document** | Fraud Warning attachment | Accepted for Informational Purposes | Yes |
| **Supporting Document** | List of Associations | Accepted for Informational Purposes | Yes |
| **Supporting Document (revised)** | Bylaws and Articles of Incorporation for the associations | Approved | Yes |
| **Supporting Document** | Bylaws and Articles of Incorporation for the associations | Replaced | Yes |
| **Form** | Group Accident Policy | Accepted for Informational Purposes | Yes |
| **Form** | Group Accident Certificate | Accepted for Informational Purposes | Yes |
| **Form** | Group Accident Master Policyholder Application | Accepted for Informational Purposes | Yes |
| **Form** | Enrollment Form | Accepted for Informational Purposes | Yes |
| **Form** | Administrative Change Rider | Accepted for Informational Purposes | Yes |

| | | | |
|---|---|---|---|
| **State:** | *Arkansas* | **Filing Company:** | *United States Fire Insurance Company* |
| **TOI/Sub-TOI:** | *H02G Group Health - Accident Only/H02G.000 Health - Accident Only* | | |
| **Product Name:** | *Group Accident - Association - IAB* | | |
| **Project Name/Number:** | *Group Accident-IAB/* | | |

# Objection Letter

| | |
|---|---|
| Objection Letter Status | Pending Industry Response |
| Objection Letter Date | 09/11/2012 |
| Submitted Date | 09/11/2012 |
| Respond By Date | 10/11/2012 |

*Dear Caren Alvarado,*

***Introduction:***

*Please ask the association to provide a signed copy of their bylaws so I can approve this filing. Thank you.*

***Conclusion:***

*A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.*

*Please feel free to contact me if you have questions.*

*Sincerely,*

*Donna Lambert*

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

# Response Letter

| | |
|---|---|
| Response Letter Status | Submitted to State |
| Response Letter Date | 09/12/2012 |
| Submitted Date | 09/12/2012 |

*Dear Donna Lambert,*

***Introduction:***

*Thank you for your review and comments.*

***Response 1***

***Comments:***

*I have added signed by-laws for your review,*

***Changed Items:***

| Supporting Document Schedule Item Changes |
|---|
| *Satisfied -Name: Bylaws and Articles of Incorporation for the associations* |
| *Comment:* |

*No Form Schedule items changed.*

*No Rate/Rule Schedule items changed.*

***Conclusion:***

*I hope this allows the approval of this filing. Thank you*

*Sincerely,*

*Caren Alvarado*

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

## Form Schedule

**Lead Form Number: GAP-30000**

| Item No. | Schedule Item Status | Form Number | Form Type | Form Name | Action/ Action Specific Data | Readability Score | Attachments |
|---|---|---|---|---|---|---|---|
| 1 | Accepted for Informational Purposes 09/11/2012 | GAP-30000 | POL | Group Accident Policy | Initial: | 44.200 | GROUP ACCIDENT POLICY FINAL.pdf |
| 2 | Accepted for Informational Purposes 09/11/2012 | GAC-30000 | CER | Group Accident Certificate | Initial: | 44.200 | GROUP ACCIDENT CERT FINAL.pdf |
| 3 | Accepted for Informational Purposes 09/11/2012 | GAA-30000 | AEF | Group Accident Master Policyholder Application | Initial: | 0.000 | Group Accident App Final.pdf |
| 4 | Accepted for Informational Purposes 09/11/2012 | GAE-30000 | AEF | Enrollment Form | Initial: | 0.000 | Group Accident Enrollment.pdf |
| 5 | Accepted for Informational Purposes 09/11/2012 | GAR-30000 AR | POLA | Administrative Change Rider | Initial: | 0.000 | AR Amendatory Rider.pdf |

**Form Type Legend:**

| | | | |
|---|---|---|---|
| **ADV** | Advertising | **AEF** | Application/Enrollment Form |

| | | | |
|---|---|---|---|
| **CER** | Certificate | **CERA** | Certificate Amendment, Insert Page, Endorsement or Rider |
| **DDP** | Data/Declaration Pages | **FND** | Funding Agreement (Annuity, Individual and Group) |
| **MTX** | Matrix | **NOC** | Notice of Coverage |
| **OTH** | Other | **OUT** | Outline of Coverage |
| **PJK** | Policy Jacket | **POL** | Policy/Contract/Fraternal Certificate |
| **POLA** | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | **SCH** | Schedule Pages |

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## GROUP BENEFITS
## ACCIDENT POLICY

**POLICYHOLDER:** [ABC Association]

**POLICY NUMBER:** [Specimen]

**EFFECTIVE DATE:** [November 1, 2012]

**EXPIRATION DATE:** [November 1, 2013 ]

**The Policy is issued in the state of [state].**

**The Policy is governed by the laws of the state where it was delivered**

**The Policy is a legal contract between the Policyholder and United States Fire Insurance Company (herein referenced as "the Company").**

**The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy.**

**The Insurance Company and the Policyholder have agreed to all the terms and conditions of this Policy.**

**The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.**

**THIS IS LIMITED BENEFIT ACCIDENT ONLY COVERAGE.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

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

**THIS POLICY IS NOT RENEWABLE.**

**Non-Participating Insurance**

Signed for **United States Fire Insurance Company** By:

**Signature**

Douglas M. Libby
Chairman and CEO

**Signature**

James Kraus
Secretary

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# SCHEDULE OF BENEFITS

**POLICYHOLDER:** [ABC Association]

**EFFECTIVE DATE: [**11/01/2012]

**POLICY NUMBER: [**xxxxxxxx]

**PREMIUM DUE DATE: [**Monthly/Quarterly/Annual in advance on the [1st ] of each month]

**[POLICY PERIOD:** [November 1, 2012 through November 1, 2013]]

---

[Class definitions are variable and defined by the Policyholder based on elements relating to the relationship between the organization and its members, the employer and its employees etc.]

**CLASSES OF ELIGIBLE PERSONS:**

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. [Also, a person may not be covered as a Dependent and a Covered Person at the same time.]

[Class 1] [All active members of the Policyholder.]

[PREMIUMS:
[Determined on the basis of the plan design selected by the Policyholder ] [$ xx/[month][week].]

[The Aggregate Limit is optional and applies on the case level]

**[AGGREGATE LIMIT OF LIABILITY:**

| | |
|---|---|
| Benefit Maximum | [Variable, e.g. any amount from $1,000.00 to $10,000,000.00 in increments of $500.00] |
| Applies During | [Variable, e.g. Policy Year, Calendar Year, Per Occurrence, # of years, per Covered Accident.] |
| Applies To | [Variable e.g. All benefits, Accidental Death & Dismemberment Benefits only, Accident Medical Benefits only, indemnity benefits only] ] |

[If there is more than one Class eligible under the Policy, a Schedule of Benefits may be presented for each Class if benefit applicability, amounts and duration differ by Class or it may be presented together as shown below.]

**[ELIGIBILITY WAITING PERIOD:** [None to 90 days]]

**HAZARDS INSURED AGAINST:**

| | **Class** | **Hazard #** | **Description of Hazard** |
|---|---|---|---|
| **[** | Class 1 - | 123 | Relocation] |

[**ACCIDENTAL DEATH [AND DISMEMBERMENT][LOSS OF [SIGHT][SPEECH]HEARING][PARALYIS]BENEFITS**]

| | |
|---|---|
| Class 1 Principal Sum: | **[Variable, e.g. any amount from $1,000 to $1,000,000.00 in increments of $500.00]** |
| Class 2 Principal Sum: | **[Variable, e.g. any amount from $1,000 to $1,000,000.00 in increments of $500.00]** |
| Time Period for Loss: | **[Variable, e.g. any period from 90 to 365 days]** |
| Age-based Reductions: | **[Variable, e.g. 85%-15% at age 65 and over]]** |

**[ACCIDENT MEDICAL EXPENSE BENEFIT**

| | |
|---|---|
| **Lifetime Maximum for all Accident Medical** | [Variable, e.g. any amount from $1,000.00 to $1,000,000.00 in increments of $500.00] |
| **[Annual Maximum for all Accident Medical** | [Variable, e.g. any amount from $1,000.00 to $1,000,000.00 in increments of $500.00] |
| **[Maximum number of occurrences per Policy Year** | **[1, 2, 3, 4, 5, up to 12]** |
| **[Loss Period (first Covered Expenses must be incurred within):** | [Variable e.g. any time frame from 15 days to 90 days after the Covered Accident or Injury] |
| **Benefit Period:** | [Variable e.g. any period from 36 months to 3 years from the date of the Covered Accident or Injury, provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.] |
| **[Deductible:** | [Variable e.g. any amount from $25.00 to $100,000.00 in $25.00 increments] |
| **[Deductible must be incurred within:** | [Variable e.g. any timeframe from 30 days to 3 years from the Covered Accident.] |
| **[Co-payment for all outpatient services:** | [Variable e.g. any amount from $10.00 to $500.00 per visit in $5.00 increments.] |
| **[Coinsurance Percentage for all Covered Expenses** | [Variable e.g. any percentage from 5% to 80% in 5% increments]] |
| **Terms of Payment** | **[Primary: Primary Excess over Initial Amount of [$100]: Partial Excess: Full Excess]** |

[Accident Medical Expense benefits may be available on an allocated or unallocated basis as shown, that is to say there may be specific limits or out of pocket expenses on certain Covered Expenses (allocated) or all Covered Expenses may be subject to the same maximum limit and out of pocket expenses (unallocated).]

[Any Deductibles, Coinsurance, Co-payments, Benefit Periods, and Benefit Maximums apply on a per Covered Person, per Covered Accident basis.]

[Any Deductibles, Coinsurance, or Co-payments apply to all of the below Accident Medical Expense Benefits unless otherwise indicated in the Schedule below.]

**[ACCIDENT MEDICAL EXPENSE BENEFITS**

| | |
|---|---|
| [**Hospital Admission Benefit** | [Variable, e.g. any amount, $100.00 to $5,000.00 [per admission] in $100 increments] |
| [**Hospital Room & Board Daily Maximum Benefit Amount:** | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Intensive Care/[Cardiac Care] Room & Board Daily Maximum Benefit**: | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Hospital Miscellaneous Maximum Benefit Amount**: | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Outpatient Pre-Admission Testing Benefit Amount**: | [Variable, e.g. any amount, $25.00 to $5,000.00 [per test] in $25 increments] |
| **[Outpatient Hospital Emergency Room Treatmen**t Maximum Benefit Amount: | [Variable, e.g. any amount, $25.00 to $50,000. [per visit] in $25 increments] or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]] |

[**In-Patient Surgical Benefits:**

| | |
|---|---|
| [Primary Surgeons Maximum Benefit Amount: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| [Assistant Surgeon Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| [**Anesthesia Maximum Benefit:** | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |

**Physician's Visits**

| | |
|---|---|
| [In-Hospital Maximum Benefit: | [Variable, e.g. any amount, $25.00 to $500.00 [per visit] in $5 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage **:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |

**Physician's Visits**

| | |
|---|---|
| [Office Visits (Out-of-Hospital) Maximum Benefit: | [Variable, e.g. any amount, $25.00 to $500.00 [per visit] in $5 increments] |

| | |
|---|---|
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage **:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| Maximum for All [ In-Hospital] and [Office Physician's Visits]: | [Variable, e.g. any amount,1-unlimited number visits per Injury in increments of 1 visit] |
| **[X-Ray** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [**Laboratory Benefit** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [**Diagnostic X-Ray and Laboratory Benefit** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| **[Nursing Maximum Benefit Amount**: | [Variable, e.g. any amount, $25.00 to $500.00 [per Injury] in $5 increments] |

[**Physiotherapy Benefit**

| | |
|---|---|
| [**Maximum Benefit Amount (Hospital Inpatient):** | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |

[**Physiotherapy Benefit**

| | |
|---|---|
| **[Maximum Benefit Amount (Outpatient):** | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| **[**Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [Maximum for All Physiotherapy [Inpatient] & [Outpatient ]: | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Maximum Number of Visits per Covered Accident | [Variable' e.g., any number of visits, 1 to 20 in increments of 1 visit]] |

| | |
|---|---|
| [**Ambulance Maximum Benefit Amount:** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |
| [**Medical Equipment Rental/[Purchase] Charges Maximum: Benefit Amount** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |
| [**Medical Services and Supplies Maximum Benefit Amoun**t **(Blood, Blood Transfusions, Oxygen):** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |

[**Dental Treatment For Injury Only**

| | |
|---|---|
| **Maximum Benefit Amount:** | [Variable, e.g. any amount, $25.00 to $500.00 [per Injury] in $25 increments] |

**Mental or Nervous Disorders/Psychotherapy Benefit**

| | |
|---|---|
| [Maximum Benefit Amount: | Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Maximum Number of Visits per Covered Accident | [Variable' e.g., any number of visits, 1 to 20 in increments of 1 visit]] |

[**ADDITIONAL ACCIDENT BENEFITS** *each benefit is optional and variable]]*

[Any benefits payable under {these Additional Accident Benefits} shown below {are paid in addition to} any {Accidental Death and Dismemberment} benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

[The total of {all benefits payable under this Policy, including all Additional Accident Benefits} paid for all Injuries caused by the same Covered Accident shall not exceed the Principal Sum indicated in the *Schedule of Benefits* unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

| | |
|---|---|
| [**Association Member Benefit** | [Variable, e.g. any amount, $100.00 to $10,000.00 Per Injury in $100 increments.] |
| **[Bereavement and Trauma Counseling Benefit** | |
| Benefit Amount | [Variable e.g. any amount, $25.00 to $500.00 per session] in $25 increments] |
| Maximum Number of Sessions | [Variable e.g. any number of sessions: 2 to 25 sessions.] |
| Maximum Benefit Per Covered Accident | [Variable, e.g. any amount, $50.00 to $2,000.00]] in $25 increments] |
| **[BOMB SCARE, BOMB SEARCH, OR BOMB EXPLOSION BENEFIT** | [Variable e.g. any percentage, 1% to 20%] multiplied by the portion of the Principal Sum applicable to the Covered Loss] (in 1% increments)] |
| **[BURIAL AND CREMATION BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $250 increments]] |
| **[CHILD CARE CENTER BENEFIT** | |
| Benefit Amount | [Variable e.g. any amount, $250.00 to $10,000.00 per year in $50 increments] |
| Maximum Benefit Period | [Variable e.g. to any age, 6 to 18 for each surviving Dependent Child.]] |
| **[COMMON ACCIDENT BENEFIT** | |
| Covered Spouse[/Domestic Partner] Benefit | [Variable e.g. up to any percentage, 10% to 100% (in 10% increments) of the Covered Person's Principal Sum [applicable to the Covered Loss,] up to a Maximum of $1,000.00 to $1,000,000.00.]] |
| **[COMMON CARRIER BENEFIT** | |
| Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $10,000.00.] per Occurrence in $250 increments] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**[EDUCATION BENEFIT**

| | |
|---|---|
| Surviving Dependent Child Benefit | [Variable, e.g., Any percentage, 1% to 20% in increments of 1%] of the Principal Sum [subject to a Maximum Benefit of [$1,000 to $10,000]]] |
| [Surviving Spouse[/Domestic Partner] Benefit | [Variable, e.g., Any percentage, 1% to 20% in increments of 1%] of the Principal Sum [subject to a Maximum Benefit of [$1,000 to $10,000]]] |
| Maximum Number of Annual Payments | |
| [For Each Surviving Dependent Child | [Variable, e.g., Any number, 1 to 4]] |
| [For Surviving Spouse[/Domestic Partner] | [Variable, e.g., Any number, 1 to 4]] |
| Default Benefit | [Variable, e.g., Any amount, $500 to $5, 000 in $250 increments]] |

**[EMERGENCY ROOM BENEFIT** [Variable, e.g. any amount, $25.00 to $50,000.00 in $25 increments or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]]

**[ESCALATOR BENEFIT**

| | |
|---|---|
| Periodic Increase | [Variable, e.g. any percentage, 1% to 20% of the Principal Sum] in increments of 1% |
| Frequency of Increases | [Variable, e.g. Quarterly, Semi-annually, Annually.] |
| Maximum Total Increase | [Variable, e.g. any percentage , 5% to 50% of the Principal Sum in increments of 5%]] |

[**[FAMILY] RELOCATION BENEFIT** [Variable, e.g. any amount, $250.00 to $10,000.00 In $250 increments.]

**[FAMILY TRANSPORTATION BENEFIT** [Variable, e.g. any amount, $250.00 to $10,000.00 In $250 increments.]

**[FELONIOUS ASSAULT BENEFIT**

Maximum Benefit: [Variable, e.g. any amount, $250.00 to $10,000.00.] per Occurrence in $250 increments]

**[HEART OR CIRCULATORY MALFUNCTION BENEFIT** [Variable, e.g. any percentage, 5% to 100% of Principal Sum] in 5% increments]

**[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT** [Variable, e.g. any percentage, 5% to 50% of the Principal Sum in increments of 5% subject to a maximum of [$1,000.00 to $25,000.00]]

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**[HOSPITAL CONFINEMENT BENEFIT**

| | |
|---|---|
| Waiting Period: | [Variable, e.g. none – 90 days] |
| [Daily][Weekly][Monthly] Benefit Amount: | [Variable, e.g. [$50 - $5,000][$350 – $35,000][$1,525 – $152,500] ] per confinement in increments of $50]] |
| Maximum Benefit Amount: | [Variable, e.g $1,000 - $1,000,000] per confinement in increments of $250] |
| Maximum Benefit Period: | [Variable, e.g. 1 – 365 days] |

| | |
|---|---|
| **[IDENTIFICATION BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $500 increments.] |

**[EMERGENCY MEDICAL EVACUATION EXPENSE BENEFIT**

| | |
|---|---|
| Maximum Benefit per Covered Accident | [Variable, e.g. Any amount, $500.00 to $1,000,000.00 in $500 increments.]] |

**[OUT-PATIENT PRESCRIPTION DRUG BENEFIT**

| | |
|---|---|
| [[Retail] [Mail] Benefit payable per prescription | [Variable, e.g. any amount $5 – 500 in $5 increments]] |
| [[Brand] [Generic] Benefit payable per prescription | [Variable, e.g. any amount $5 – 500 in $5 increments]] |
| [[Maximum prescriptions per [month] [year] | [Variable, e.g. any amount 1 – 12] |
| [Maximum Benefit Payable per [month] [year] | [Variable, e.g. any amount $25 – 2,500 in $25 increments]] |
| **[Deductible Amount per Prescription:** | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| **[Copay Amount per prescription:** | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| **[Coinsurance Percentage per prescription:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |

**[OUTPATIENT SURGERY BENEFIT**

| | |
|---|---|
| [Outpatient Primary Surgeons Maximum Benefit Amount: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]] |
| [Outpatient Assistant Surgeon Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |

| | |
|---|---|
| [Outpatient Surgical Facility Maximum Benefit per Operating Session: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**PERMANENT TOTAL DISABILITY**

| | |
|---|---|
| Principal Sum: | [Variable, e.g. any amount $1,000- $100,000 in $500 increments] [Lump Sum][ Monthly ] [minus Other Income Benefits.]] |
| Maximum Number of Months | [1- 12 months]] |

**[TOTAL DISABILITY WEEKLY INCOME BENEFIT**

| | |
|---|---|
| Waiting Period: | [Variable e.g. any period 1 day to 180 days.] |
| Maximum Benefit Period per Covered Accident | [Variable e.g. any period 13 to 104 weeks.]] |
| Percent of Weekly Salary | [[Variable e.g. any amount 25% - 75% in increments of 5% of weekly salary] |
| Weekly Income Benefit: | [Variable e.g. any amount, $25.00 to $1000.00 in $25 increments] [minus Other Income Benefits.]] |
| Maximum Benefit Amount | [Variable e.g. any amount $1,000 - $100,000 ] in increments of $500]per covered accident |
| Secondary Maximum Benefit Period per Covered Accident | [Variable e.g. any period 13 to 104 weeks.]] |
| Percent of Weekly Salary | [[Variable e.g. any amount 25% - 75% in increments of 5% of weekly salary] |
| Weekly Income Benefit: | [Variable e.g. any amount, $25.00 to $1000.00 in $25 increments] [minus Other Income Benefits.]] |
| Maximum Benefit Amount | [Variable e.g. any amount $1,000 - $100,000] in increments of $500] |
| [Disability must occur | [Within [180] days from the date of a Covered Accident and continue for at least [180] days] |

**[REHABILITATION EXPENSE BENEFIT**

| | |
|---|---|
| Benefit per Covered Accident | [Variable, e.g., Any amount, 1% to 20% of the Principal Sum in increments of 1%, subject to a maximum of [Variable, e.g., $1,000 to $250,000 in $1,000 increments]] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**[REPATRIATION BENEFIT**

| | |
|---|---|
| Maximum Benefit Amount: | [Variable, e.g., Any amount, $500 to $50,000 in $500 increments]] |
| Benefit Period: | [Variable e.g. any period from 36 months to 3 years from the date of the Covered Accident or Injury, provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.] |

**[SEATBELT BENEFIT**

| | |
|---|---|
| Maximum Benefit Amount: | [Variable, e.g., Any amount, $250 to $10,000 in $50 increments] |
| Limited Seatbelt Benefit Amount: | Variable, e.g., Any amount, $50 to $5,000 in $50 increments] |

**[SPECIAL ADAPTATION EXPENSE BENEFIT**

| | |
|---|---|
| Maximum Benefit | [Variable e.g. any amount from $500 to $50,000 in $250 increments]] |

| | |
|---|---|
| **[SPECIAL COUNSELING BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $250 increments]] |

| | |
|---|---|
| **[SPOUSE[/Domestic Partner] RETRAINING BENEFIT** | **[**Variable, e.g. the actual cost charged by any accredited college, university or other institution of higher learning or vacation or licensed technical school per year; or 1% to 20% of the Covered Person's Principal Sum in increments of 1%] |
| Maximum Amount | [Variable $1,000.00 to $50,000.00 in $500 increments]] |

**[WAIVER OF PREMIUM BENEFIT**

| | |
|---|---|
| Benefit Waiting Period | [Variable, e.g. Any period, [1 month to 12 months]] |
| Benefit Period | [Variable, e.g. Any period, [1 months to 60 months]] |

## DEFINITIONS

The male pronoun includes the female whenever used.

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

*[Each bracketed Definition listed below will be in-or-out depending on the plan selected by the Policyholder.]*

Additional terms may be defined within the provision to which they apply.

**"Accident"** means a sudden, unforeseeable external event which:
(1) Causes Injury to one or more Covered Persons; and
(2) Occurs while coverage is in effect for the Covered Person.

**[Actively At Work** means the Covered Person is present at His/Her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which He or She is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided He or She is not absent due to any type of leave and was Actively at Work on His/Her last regularly scheduled work day. A Covered Person who usually performs the regular duties of His/Her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

**["Aircraft"** means a vehicle which:
(1) Has a valid certificate of airworthiness; and
(2) Is being flown by a pilot with a valid license appropriate to the aircraft.**]**

**[Annual Compensation** means the Covered Person's rate of pay as reported by the Policyholder for work performed for the Policyholder. It does not include commissions, overtime, bonus and additional compensation or pay for more than a Covered Person's regularly scheduled work week.]

**[Annual Open Enrollment Period** means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this coverage.]

**"Benefit Period"** means the period of time from the date of the Accident causing the Injury for which benefits are payable, as shown in the Schedule of Benefits, and the date after which no further benefits will be paid.

**Certificate Holder** means a person to whom this insurance certificate has been issued evidencing coverage under the Policy.

**[Child** means the Covered Person's natural Child, adopted Child (or Child placed in the Covered Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Covered Person has legal guardianship (proof will be required). A Child must reside with the Covered Person in a parent-Child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the Child with another parent, the requirement that the Child reside with the Covered Person will be waived.]

**[Civil Union Partner**: The parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded to spouses. Throughout the Policy, a party to a civil union shall be included in any definition or use of the terms such as spouse, family, , dependent, next of kin, and other terms descriptive of spousal relationships. This includes the terms 'marriage' or 'married' or variations thereon. The term spouse or dependent includes civil union couples whenever used.]

**[Coinsurance** means the percentage of Reasonable and Customary Expenses for which the Covered Person is responsible for a specified covered service.]

**"Company"** means United States Fire Insurance Company. Also hereinafter referred to as We, Us and Our.

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

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

**"Covered Person"** means an Insured Person [and Dependent] eligible for coverage as identified in the Enrollment/Application][who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States],for whom proper premium payment has been made when due, and who is therefore insured under this Policy.

**["Deductible"** means the dollar amount of Eligible Expenses which must be incurred and paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.**]**

**["Dependent"** means a Covered Person's:
1) lawful spouse, if not legally separated or divorced, [or Domestic Partner][or Civil Union Partner].
2) unmarried Children under age 26.

The age limitations will not apply to a Covered Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.]

**["Domestic Partner** means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Eligible Expenses"** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Policy is in force.

**["Full-Time"** means working for the Policyholder an average of at least 30 hours per week.]

**"He", "His" and "Him"** includes "she", "her" and "hers."

**["Health Care Plan"** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:
(1) Group or blanket insurance, whether on an insured or self-funded basis;
(2) Hospital or medical service organizations on a group basis;
(3) Health Maintenance Organizations on a group basis.
(4) Group labor management plans;
(5) Employee benefit organization plan;
(6) Professional association plans on a group basis; or
(7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
(8) [Automobile no-fault coverage (unless prohibited by law).]]

**"Hospital"** means an institution which:
(1) Is operated pursuant to law;
(2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
(3) Is under the supervision of a staff of Physicians;
(4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
(5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
    (a) On its premises; or
    (b) Available to it on a prearranged basis; and
(6) Charges for its services.

"Hospital" does not include:
(1) A clinic or facility for:
    (a) Convalescent, custodial, educational or nursing care;
    (b) The aged, drug addicts or alcoholics; or
    (c) Rehabilitation; or
(2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
    (a) The services are rendered on an emergency basis; and
    (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**["Hospital Stay"** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.**]**

**["Immediate Family"** means a Covered Persons spouse, [domestic partner], [civil union partner], parent, Child(ren) (includes legally adopted or step Child(ren), brother, sister, [step-Child(ren), grandchild(ren), or in-laws].]

**"Injury"** means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

**Insured Person** means an [employee] [member] of the Policyholder who is eligible and insured for coverage under this policy and who is not a dependent.

**["Leased Aircraft"** means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:
(1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
(2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
(3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.**]**

["**Medically Necessary" or "Medical Necessity"** means a treatment, service or supply that is:
1) required to treat an Injury;
2) prescribed or ordered by a Physician or furnished by a Hospital;
3) performed in the least costly setting required by the condition;
4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

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

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Group Policy.**]**

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

**["Nurse"** means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).**]**

**[“Occurrence**” means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one Occurrence without regard to the period of time or the area over which such losses occur.]

**["Operated or Controlled Aircraft"** means an aircraft which:
(1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
(2) Can be used at the Policyholder's discretion; and
(3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

“Operated or Controlled Aircraft” does not include any Owned Aircraft.**]**

*{Applies only when Disability or Total Disability benefits are offered}*
[“**Other Income Benefits**” means any amounts that the Covered Person [or Covered Dependents] receive (or are assumed to receive) under:
1. any amounts received or assumed to be received by [the Covered Person] under:
   a) the Canada and Quebec Pension Plans;
   b) the Railroad Retirement Act;
   c) any local, state, provincial or federal government disability or retirement plan or law payable for Injury provided as a result of any employment the Covered Person may have;
   d) any sick leave or salary continuation plan;
   e) any work loss provision in mandatory No-Fault auto insurance;
   f) any Workers’ Compensation, occupational disease, unemployment compensation law or similar state of federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security disability or retirement benefits the Covered Person or any third party receives or is assumed to receive on his/her behalf;
3. any Retirement Plan benefits funded by the Covered Person’s employer. Retirement Plan means any defined benefit or defined contribution plan sponsored or funded by the Covered Person’s employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock or stock bonus plan, individual retirement account or 401K plan;
4. any proceeds payable under any group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, We will pay for its pro rata share of the total payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.]

**["Owned Aircraft"** means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.**]**

**Physician** means a person who is a qualified practitioner of medicine. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

**"Policyholder" means** the entity shown as the Policyholder in the Schedule of Benefits.

**["Prescription Drugs" means** drugs which may only be dispensed by written prescription under Federal law, and reapproved for general use by the Food and Drug Administration.

**["Rehabilitation Facility"** means a non-residential facility that provides therapy and training rehabilitation services at a single location in a coordinated fashion, by or under the supervision of a physician pursuant to the law of the jurisdiction in which treatment is provided. The center may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. The facility may be either of the following:

(a) A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
(b) A free standing facility ]

**["Sound Natural Teeth"]** means natural teeth, the major portion of the individual tooth which is present, regardless of filings and caps; and is not carious, abscessed, or defective.

**["Spouse"** means lawful spouse, if not legally separated or divorced, [or Domestic Partner][or Civil Partner].

**["Usual, Reasonable and Customary** means:
(1) With respect to fees or charges, fees for medical services or supplies which are;
  (a) Usually charged by the provider for the service or supply given; and
  (b) The average charged for the service or supply in the locality in which the service or supply is received; or
(2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

**We, Our, Us** means United States Fire Insurance Company underwriting this insurance.

**You, Your, Yours, He or She** means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

## ELIGIBILITY FOR INSURANCE

Persons eligible to be insured under this Policy are those persons described as an ELIGIBLE CLASS on the [Application] [Schedule of Benefits] [who have completed any applicable Waiting Period.] This includes anyone who may become eligible while this Policy are in force.

We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

[An Insured Person's Dependent(s), as applicable, are eligible on the latest of the date:
1) the Insured Person is eligible, if the Insured Person has Dependents on that date; or
2) the date the person becomes a Dependent; or
[3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent.]

[If the Insured Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under this Policy. In no event will a Dependent be eligible if the Covered Person is not eligible.]

## EFFECTIVE DATES OF INSURANCE:

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

**Covered Person's Effective Date:**
A Covered Person will become an insured under this Policy, provided proper premium payment is made, on the latest of:
(1) The Effective Date of the Policy; or
(2) The day He becomes eligible, subject to any required waiting period, according to the referenced date shown in the Application/Enrollment Form][Schedule of Benefits]

**[**Newborn Children Coverage: We will pay benefits for a newborn Child from the moment of birth. You must give Us notice within [31, 60] days of the birth of the Child. If notice is not given within [31, 60] days, coverage for the newborn Child will terminate

[Newborn Adopted Children Coverage**:** In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by You prior to the birth of the Child, whether or not such agreement is enforceable.]

**[Newborn Child Exception**: This section does not apply to a newborn Child at that Child's birth if the Child is born to You while You are insured as a Dependent under this Policy. Benefits for Newborn Children apply only to a Child born to an Insured Person or their Spouse.]

[Adopted Children Coverage: Coverage for an adopted Child, other than a newborn, will begin from the date of placement in Your home. A notice of placement for adoption must be submitted to Us. If notice is not given within [31, 60] days, coverage for the adopted Child will terminate. ]

[Court Ordered Custody: A Child placed in court-ordered custody, including a foster Child will be covered on the same basis as an adopted Child.]

**[Deferred Effective Date**
If the Covered Person [or Dependent if applicable], is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date He or She returns to an Actively at Work status. A Dependent's insurance will not be in effect prior to the date a Covered Person is insured.]

## TERMINATION DATE OF INSURANCE:

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

The Policy terminates automatically on the earlier of:
1) The Policy Termination Date shown in the Policy; or
2) [The premium due date if premiums are not paid when due subject to any grace period].

[Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.]

The Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate the Policy at any time by written mutual consent.

[If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.]

**Covered Person's Termination Date**

Insurance for a Covered Person will end on the earliest of:
(1) The date He is no longer in an Eligible Class.
(2) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
    (a) The date the premium is fully earned; or
    (b) The Expiration Date of this Policy.
    This does not include Reserve or National Guard duty for training;
(3) The end of the period for which the last premium contribution is made; or
(4) The date this Policy is terminated; or
(5) The date the Covered Person requests, in writing, that his/her coverage be terminated; or
(6) [The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below].

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

**[Dependent's Termination Date**

A Dependent's coverage under the Policy ends on the earliest of:

1) The date the Policy terminates; or
2) The date the Covered Person's coverage ends; or
3) The date the Dependent is no longer a Dependent; or
4) The last day of the period for which premiums have been paid.]

## PREMIUM PROVISIONS

**PREMIUMS:**
The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium due dates are the first of every month unless otherwise stated in the Policy. Premium payment made in advance or for more than a one month period will not affect any provisions of this Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

[The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date. ]

**GRACE PERIOD**:
A grace period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Policyholder pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION provision, of the intent to terminate coverage under this Policy. Coverage will end if the premium is not paid by the end of the grace period.

**Changes in Premium Rate**
The Company may change the premium rates from time to time with at least [31, 60 days] advanced written or authorized electronic notice. Notice will be sent to the Policyholder's most recent address in Our records.
[No change in rates will be made until 12 months after the Policy Effective Date.] [An increase in rates will not be made more than once in a 12 month period.] However, the Company reserves the right to change rates at any time if any of the following events occur:

1) A change in the terms of the Policy.
2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
3) A change in any federal or state law or regulation affecting this Policy and Our benefit obligation.

4) A change in the factors bearing on the risk assumed.
5) A misrepresentation in the information relied on in establishing the rate for this Policy
6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

**[NEWLY ACQUIRED SUBSIDIARIES**:
The premium for this Policy applies to the risks assumed on the Effective Date of this Policy. Eligible employees or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under this Policy, subject to the following conditions:
(1) The Policyholder has at least 50% controlling interest in the subsidiary.
(2) An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.
(3) Necessary underwriting information must be furnished for us to determine the additional risks assumed.
(4) Coverage will begin on the legal date of acquisition.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The Policyholder shall be liable for payment of premium for the period during which such coverage remains in effect.**]**

### [Reinstatement

The Policy may be reinstated within 31 days of lapse if it is lapsed for nonpayment of premium, if the Policyholder submits written application to the Company, the Company accepts the application and the Policyholder makes payment of all overdue premiums.]

## SCOPE OF COVERAGE

We will provide the benefits described in this Policy to all Covered Persons who suffer a covered loss which:

(1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;

(2) Occurs while the person is a Covered Person under this Policy; and

(3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

**Terms of Payment for Benefits:**

[Each of the options below will be in or out depending upon the plan selected]

**[Primary Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the applicable benefit, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment] and [Coinsurance Percentage].

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:
(1) While the person is insured under this Policy; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have.
The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.
The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.**]**

**[Primary Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the first one hundred dollars ($100) of the Eligible Expenses incurred, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment] and [Coinsurance Percentage].

Additional Eligible Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.
The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:
(1) While the person is insured under this Policy; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.
The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.**]**

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Partial Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the Eligible Expenses incurred except:
(1) Those for Hospital Services (inpatient and outpatient); and
(2) Those for surgery (charges for a surgical procedure including pre- and post-operative care, an anesthetic and its administration),
subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment], and [Coinsurance Percentage].

Benefits for Expenses incurred for such Hospital Services and surgery charges will be paid only when they are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:
(1) While the person is insured under this Policy; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS

The first Eligible Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS: and Subject to the specific maximums shown on the SCHEDULE OF BENEFITS**.**

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours

after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Full Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, We will pay the Eligible Expenses incurred, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment],and [Coinsurance Percentage], that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:
(1) While the person is insured under this Policy; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Coordination of Benefits Provision:**

If a Covered Person is insured for Benefits under this Policy, and is also covered for these Benefits under one or more other Plans, the benefits payable under this Policy will be coordinated with the benefits payable under all other Plans.

Coordination of Benefits will be used to determine the benefits payable for a Covered Person for any Claim Determination Period if, for the Allowable Expenses incurred in that period, the sum of (1) and (2) below would exceed those Allowable Expenses:
(1) The benefits that would be payable under this Policy without coordination; and
(2) The benefits that would be payable under all other Plans without the coordination of benefits provisions in those Plans.

The benefits that would be payable under this Policy for Allowable Expenses incurred in any Claim Determination Period without Coordination of Benefits will be reduced to the extent required so that the sum of:
(1) Those required benefits; and
(2) All the benefits payable for those Allowable Expenses from all other Plans will not exceed the total of those Allowable Expenses.

Benefits payable under all other Plans include the benefits that would have been payable had proper claim been made for them.

However, the benefits of another Plan will be ignored when the benefits of this Policy are determined if:
(1) The Benefit Determination Rules would require this Policy to determine its benefits before that Plan; and
(2) The other Plan has a provision that coordinates its benefits with those of this Policy and would, based on its rules, determine its benefits after this Policy.

When Coordination of Benefits reduces the total amount otherwise payable in a Claim Determination Period for a Covered Person, each benefit that would be payable in the absence of Coordination of Benefits will be reduced in proportion. The reduced amount will be charged against any applicable benefit limit of this Policy.

We reserve the right to release to or obtain from any other insurance company or other organization or person, any information that, in Our opinion, We or it needs for the purpose of the Coordination of Benefits.
When payments that should have been made under this Policy based on the terms of this provision have been made under any other Plans, We have the right to pay to any other organization making these payments the amount it determines to be warranted. Amounts paid in this manner will be considered benefits paid under this Policy. We will be released from all liability under this Policy to the extent of these payments. When an overpayment has been made by us, at any time, We will have the right to recover that payment, to the extent of the excess, from the person to whom it was made or any other insurance company or organization, as We may determine.

**Benefit Determination Rules -** The rules below establish the order in which benefits will be determined:

(1) **Benefits not as a Dependent:**
The benefits of a Plan that covers the person for whom claim is made other than as a dependent will be determined before a Plan that covers that person as a dependent.

(2) **Dependent Benefits under Different Parent Plans:**
The benefits of a Plan that covers the person for whom claim is made as a dependent of the parent whose birthday falls earlier in the year will be determined before the benefits that covers that person as a dependent under the other parent's Plan.

When both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
However, if the other Plan does not have the rule described immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
Notwithstanding the foregoing, in the case of a dependent child of divorced or separated parents, the following rules will apply:
(a) If there is a court decree that establishes financial responsibility for medical, dental or other health care of the child, the benefits of the Plan that covers the child as a dependent of the parent so responsible will be determined before any other Plan, otherwise:
(b) The benefits of a Plan that covers the child as a dependent of the parent with custody will be determined before a Plan that covers the child as a dependent of a step-parent or a parent without custody;
(c) The benefits of a Plan that covers the child as a dependent of a step-parent will be determined before a Plan that covers the child as a dependent of the parent without custody.

(3) **Benefits for Person Longest Covered:**
When the above rules do not establish the order, the benefits of a Plan that has covered the person for whom claim is made for the longer period of time will be determined before a Plan which has covered the person for the shorter period of time.

**Right to Receive and Release Necessary Information**

For this section to work, We must exchange information with other plans. To do so, We may give to or get from any source all such information necessary. This will be done without the consent of or notice to any person. Any people claiming Benefits under this plan must give to Us the required information.

**Facility of Payment**

Another plan may pay a Benefit that should be paid by Us by terms of this section. If this happens, We may pay to such payor the amount required for it to satisfy the intent of this section. This will be done at Our discretion. Any amount so paid will be considered a Benefit under this plan. We will not be liable for such payment after it is made].

Whenever used in this provision:

**"Plan"** means any plan which provides Benefits or services for, or by reason of, Hospital, surgical, medical, or dental care, or treatment through:

(1) Group, blanket or franchise insurance coverage;
(2) Service plan contracts, group or individual practice or other prepayment plans;
(3) Coverage under any labor management trusteed Plans, union welfare plans, employer organization plans, professional organizations,self-funded plans or employee benefit organization plans which provides medical or dental benefits or services; or

(4) A government program, or statue, other than a state medical assistance plan that implements Title XIX of the Social Security Act of 1965;

(5) Medicare (Title XVIII of the Social Security Act); and

(6) Any part of a state auto reparation or indemnity act (no-fault insurance) with which the state permits coordination.

Plan does not include coverage under individual or family policies or contracts. Each Plan or part of a Plan that has a right to coordinate benefits will be considered a separate Plan.

**"This Plan"** means the medical care Benefits provided by this Policy.

**"Allowable Expense"** means any necessary, Usual, Reasonable and Customary item of expense, incurred while the person (for whom the claim is made) is insured, or is entitled to Benefits after insurance ends, under this Policy; and at least a part of which is covered by any one of the Plans that covers the person for whom claim is made. When benefits from a Plan are in the form of services, not cash payments, the reasonable cash value of each service is both an Allowable Expense and a benefit paid.

**"Claim Determination Period"** means a calendar year or that part of a calendar year in which the person has been covered under this Policy.**]**

## DESCRIPTION OF HAZARDS

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss or Injury as a result of a Covered Accident [during one of the Covered Activities listed in the Schedule of Benefits]. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

[Each Hazard listed below will be in-or-out depending on the coverage selected by the Policyholder.]

**[HAZARD : [FULL OCCUPATIONAL COVERAGE [(including Business Travel)]]**

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

1) on [the Policyholders] premises; and
2) in the course of a Covered Person's job[; or
3) on a business trip authorized by the Policyholder.

This coverage does not include commuting between home and the place of work.

[This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:

1) the date a Covered Person returns to his or her home;
2) [the date a Covered Person returns to his or her place of work;] or
3) [the date the Covered Person makes a Personal Deviation].]

["Personal Deviation" means:
1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD: NON-EMPLOYEE/DIRECTOR (Business Travel Only)**

We will pay the benefits described in this Policy for an Accident which occurs while the Covered Person is traveling to, participating in, or returning from:
(1) The Policyholder's committee or director's meeting;
(2) A trip taken at the Policyholder's request; or
(3) A trip for which he is reimbursed by the Policyholder for expenses incurred or services provided.

The trip must be authorized by the Policyholder. Coverage does not include an Accident which occurs while the Covered Person:
(1) Is commuting between the Covered Person's home and place of work; and
(2) Is taking part in Personal Deviations.

Coverage will start at the actual start of a trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. Coverage will end when the Covered Person:
(1) Arrives at his home [or place of work], whichever happens first; or
(2) Makes a Personal Deviation.

**[**Personal Deviations are not included.**]**

**"Personal Deviation"** means an activity:
(1) Not reasonably related to the Policyholder's business; or
(2) Not incidental to the Policyholder's business.

**[Exposure to the Elements or Disappearance:** This coverage includes exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking of a vehicle in which a Covered Person was traveling on business for the Policyholder.**]**.

A Covered Person will be presumed to have died, for purposes of this coverage if:
(1) He is in a vehicle which disappears; sinks; is stranded; or is wrecked in the course of a trip which would be covered by this Policy; and
(2) His body is not found within one year of the Accident.**]**

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off an Aircraft, We will pay benefits, but only if:
(1) He is riding as a passenger only, and not as a pilot or member of the crew; and
(2) The Aircraft is not being used for:
  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).]

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard: [FELONIOUS ASSAULT [OCCUPATIONAL ONLY] [ON PREMISES OCCUPATIONAL ONLY]**

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- [on : or off of] [the Policyholder's premises : the premises of His Regular Employer] [in the course of His Job : on Duty, in the course of His Job]; or
- [making a line of duty response to an emergency while off Duty and] [which results from]:
- a Felonious Assault upon His person; or
- the commission or attempt to commit by a person other than the Covered Person, any of the listed acts against [the Policyholder's property : the property of the Covered Person : the property of the Covered Person's Regular Employer]:
- robbery;
- common law or statutory larceny;
- theft; or
- hijacking.

**"Felonious Assault"** means:
[• an act of violence against the Covered Person; or
• an act which reasonably puts the Covered Person in fear of physical violence to His person.]

[**"Job" :** or : **"Duty"**] means any [work : acts] done according to standards set by [the Policyholder : the Covered Person's Regular Employer] for which the Covered Person is paid.

[**"Regular Employer"** means the employer for whom the Covered Person is actively employed 30 hours or more per week.]

[Coverage under this Hazard will not apply if the Felonious Assault was committed by another member, employee or family member.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a [covered loss/injury], only once, even if coverage was provided under more than one Hazard.]]

**[HAZARD: EXPOSURE TO THE ELEMENTS OR DISAPPEARANCE**

Subject to all other terms and conditions of this Policy, We will:

(1) Pay the applicable benefit under **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS** for a Covered Person's loss specified therein, which results from exposure to the elements or disappearance due to:
   (a) The forced landing; stranding; sinking; or wrecking of a vehicle in which a Covered Person was traveling; and
   (b) Such incident occurs from an Accident for which this Policy provides coverage under the Description of Hazards; or

(2) Presume that a Covered Person has died if:
   (a) A vehicle in which he is traveling disappears; sinks; is stranded; or is wrecked; as a result of an Accident for which this Policy provides coverage under the Description of Hazards; and
   (b) His body is not found within one year of the Occurrence of (2)(a) above.

**[**Travel must be authorized by the Policyholder and for its business.**]**

[Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD: OWNED AIRCRAFT COVERAGE**

We will pay the benefits described in this Policy for a Covered Person's Covered Loss as a result of an Accident, to the extent such coverage is not provided by this Policy, which occurs while the Covered Person is:

1) riding in, or getting on or off of, a covered Aircraft; or
2) as a result of a Covered Person being struck by a covered Aircraft.
[3) away from the Policyholder's premises in the Covered Person's city of permanent assignment.]
[4) on business for the Policyholder; and]
[5) in the course of the Policyholder's business.]

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:
1) the date a Covered Person returns to his or her home;
2) the date a Covered Person returns to his or her place of work; or
3) the date a Covered Person makes a Personal Deviation.

"Personal Deviation" means:
1) an activity that is not reasonably related to the Policyholder's business; and
2) not incidental to the purpose of the trip.

**Aircraft Restrictions -** If the Covered Accident happens while a Covered Person is riding in, or getting on or off of, an aircraft, We will pay benefits, but only if:
1) he or she is riding as a passenger only, and not as a pilot or member of the crew; and
2) the aircraft has a valid certificate of airworthiness; and
3) the aircraft is flown by a pilot with a valid licensed ; and
4) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection ; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is

granted (this does not apply if the permit is required only because of the territory flown over or landed on);

5) a military aircraft, other than transport aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[Hazard #: PASSENGER CAR [(Business Travel Only ][ Business and Pleasure Travel)]**

We will pay the benefits described in the Policy for any of the types of Accidents described below [which occur:

- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder's business].

All such trips must be authorized by the Policyholder.]

[Coverage is only provided when the fare is charged to the [Policyholder's : Covered Person's] credit card.]

**A.** **Travel In A Passenger Car** - We will pay benefits for Injuries caused by an Accident which happens while a Covered Person is driving or riding in a Passenger Car.

We will not pay benefits if:

- the car was being used as a taxicab, bus, or other public conveyance; or
- the Covered Person was driving for pay or hire; or
- the Covered Person was taking part in a race or speed contest.

**B.** **Being Struck By A Passenger Car** - We will pay benefits for Injuries which occur as a result of a Covered Person being struck by a Passenger Car.

**"Passenger Car"** means a validly-registered four-wheel private passenger automobile, station wagon, jeep, pick-up truck, self-propelled motor home or van-type motor vehicle.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD #: 24 HOUR COVERAGE (except pilots, crew members and Owned Aircraft)**

Subject to the Policy provisions and Exclusions, We will pay the Benefits described in this Policy for any Accident which happens to a Covered Person while He is covered by this Policy. This includes travel or flight in an Aircraft except as restricted below.

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off, an Aircraft, We will pay benefits, but only if:

(1) He is riding as a passenger, and not as a pilot or member of the crew; and

(2) The Aircraft is not being used for:

  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or

  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).**]**

**[<u>Aircraft Not Covered</u>** - We will not pay benefits if the Aircraft is any of the following:

(1) Leased Aircraft;

(2) Operated or Controlled Aircraft; or

(3) Owned Aircraft

[Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard # : [24 HOUR COVERAGE WHILE TRAVELING ON BUSINESS AWAY FROM THE PREMISES OF THE POLICYHOLDER [(Owned Aircraft Not Covered)]**

We will pay the benefits described in the Policy for an Accident which occurs while an Covered Person is traveling:

- away from the premises in His City of Permanent Assignment; and
- **on business for the Policyholder, and in the course of the Covered Person's business.**

All such trips must be authorized by the Policyholder.

This coverage does not include:

[• Commuting][; or]
[• Personal Deviations by the Covered Person].

**["City of Permanent Assignment"** means the city or town where the Covered Person's regular place of work is located.

If an Covered Person travels to another city, and is expected to remain or remains there for more than [60 days], this shall be deemed a change in His City of Permanent Assignment.]

[**"Commuting"** means regular travel between the Covered Person's home and [regular] place of work.]

[**"Personal Deviation"**, as used here, means an activity that is not reasonably related to the Covered Person's business, including vacations or leave of absences, and are not incidental to the business trip.]

This coverage will start at the actual start of a trip. It does not matter whether the trip starts at the Covered Person's home, [regular] place of work, or other designated place. This coverage will end when the Covered Person:

- arrives at His home, regular place of work, or other designated place, whichever happens first; or
- [• makes a Personal Deviation.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[**HAZARD # : FOREIGN BUSINESS TRAVEL COVERAGE [24 Hour Coverage]]**

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:
1) Traveling or making a stay not to exceed [2-14] days [outside of the United States : away from the Covered Person's Home Country]; and
2) on business for the Policyholder; and
3) in the course of the Policyholder's business.

["Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.]

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:
1) the date a Covered Person returns to his or her home;

2) [the date a Covered Person returns to his or her place of work]; or
3) [the date a Covered Person makes a Personal Deviation].

["Personal Deviation" means:
1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD #: PERSONAL DEVIATIONS COVERAGE – LIMITED**

We will pay the benefits described in this Policy for any Accident which occurs while a Covered Person engages in a Personal Deviation while traveling:
(1) Outside his city of permanent assignment; and
(2) On business for the Policyholder.

**"Personal Deviation"** as used here, means an activity that:
(1) Is not reasonably related to the Policyholder's business;
(2) Is not incidental to the Policyholder's business; and
(3) Occurs prior to the scheduled end of the business travel.

**[**Chargeable vacation time is not included.**] ]**

**[ HAZARD #: PERSONAL DEVIATIONS COVERAGE – BROAD**

We will pay the benefits described in this Policy for any Accident which occurs while a Covered Person engages in a Personal Deviation while traveling:
(1) Outside his city of permanent assignment; and
(2) On business for the Policyholder.

**"Personal Deviation"** as used here, means an activity that:
(1) Is not reasonably related to the Policyholder's business;
(2) Is not incidental to the Policyholder's business; and
(3) Occurs up to [1, 2, 3, 4, or 5] days before or after the scheduled end of the business travel.

**[**Chargeable vacation time is not included.**] ]**

**[ HAZARD #: SPECIFIC ACTIVITY**

We will pay the benefits described in this Policy, to the extent this Policy does not provide coverage, for a covered loss by [a Covered Person engaged in (*insert special activity)].*

Such activity must be:
(1) Under the auspices of the Policyholder;
(2) Authorized by the Policyholder; or
(3) Within the duties of his relationship to the Policyholder.

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off an Aircraft, We will pay benefits, but only if:
(1) He is riding as a passenger only, and not as a pilot or member of the crew; and
(2) The Aircraft is not being used for:
  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: ALL CONVEYANCES - Except Owned Aircraft (Business Travel Only)**

We will pay the benefits described in this Policy for any of the types of Accidents described below, which occur:
**[**(1) While the Covered Person is traveling on business for the Policyholder; and
(2) In the course of the Policyholder's business.

All such trips must be authorized by the Policyholder.**]**

**[A. Travel in an Aircraft** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is riding only as a passenger in, or getting on or off of:
(1) A civil Aircraft that is not being used for:
  (a) Crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or
(2) A military Aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.**]**

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.]

We will also pay benefits if a Covered Person has to make a parachute jump from such an Aircraft to save his life.

**[B. Travel in Other Vehicles** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is driving (except for pay or hire), riding as a passenger in, or getting in or out of, any other land or water vehicle.]

**[C. Being Struck by a Vehicle** - We will pay benefits for Injury which occurs as a result of a Covered Person being struck by any land or water vehicle, or by any Aircraft.]

**[D. Exposure or Disappearance** - We will pay benefits for Injury caused by exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking; of a vehicle in which the Covered Person was riding, in the course of a trip which would be covered by this Policy.

A Covered Person will be presumed to have died, for purposes of this coverage, if:
(1) He is in a vehicle which disappears, sinks, or is stranded or wrecked; and
(2) His body is not found within one year of the Accident.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: ALL CONVEYANCES, Except Owned Aircraft (Business & Pleasure Travel)**

We will pay the benefits described in this Policy for any of the types of Accidents described below [which occur:

- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder's business].

[All such trips must be authorized by the Policyholder.]

**[A. Travel in an Aircraft** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is riding only as a passenger in, or getting on or off of:
(1) A civil Aircraft that is not being used for:
(a) Crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
(b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or
(2) A military Aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.]

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.**]**

[We will also pay benefits if a Covered Person has to make a parachute jump from such an Aircraft to save his life.]

**[B. Travel in Other Vehicles** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is driving (except for pay or hire), riding as a passenger in, or getting in or out of, any other land or water vehicle.]

**[C. Being Struck by a Vehicle** - We will pay benefits for Injury which occurs as a result of a Covered Person being struck by any land or water vehicle, or by any Aircraft.]

**[D. Exposure or Disappearance** - We will pay benefits for Injury caused by exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking; of a vehicle in which the Covered Person was riding, in the course of a trip which would be covered by this Policy.

A Covered Person will be presumed to have died, for purposes of this coverage, if:
(1) He is in a vehicle which disappears, sinks, or is stranded or wrecked; and
(2) His body is not found within one year of the Accident.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: POLICYHOLDER FUNCTIONS**

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while he is:
(1) Attending or participating in a Supervised or Sponsored Activity; or
(2) Attending a Policyholder function.

The Covered Person must be:
(1) On the premises of the Policyholder:
  (a) During its normal hours;
  (b) During scheduled functions; or
  (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
(2) Not on Policyholder premises and attending or participating in a Supervised or Sponsored Activity;
(3) Traveling directly, without interruption:
  (a) Between his home and the Policyholder's premises for participation in a Supervised or Sponsored Activity;
  (b) Between the site of the Supervised or Sponsored Activity and his home or the Policyholder's premises.
  (c) In a vehicle which is:
    (i) Designated or furnished by the Policyholder;
    (ii) Operated by a properly licensed adult driver; and
    (iii) Under the direct supervision of the Policyholder; or
  (d) In a vehicle other than that described in (3)(c) when:
    (i) Operated by a properly licensed driver; and
    (ii) Travel time does not exceed an hour each way.

Travel time includes the time:
  (i) To or from home, the Policyholder's address and the Supervised or Sponsored Activity;
  (ii) Before the appointed time; and
  (iii) After the Supervised or Sponsored Activity is completed.

"Supervised and Sponsored Activity" means a Policyholder authorized function:
(1) in which the Covered Person participates;
(2) which is organized by or under its auspices; and
(3) which is within the scope of customary activities for such entity.

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard #**: **INDEPENDENT CONTRACTOR COVERAGE]**

We will pay benefits described in the Policy for a Covered Accident which happens while the Covered Person is performing the regular duties as an Independent Contractor [Dispatched by the Policyholder]. Coverage begins at the time the specified contractual duties begin and continues until the specified contractual duties end.

"Independent Contractor" means a person performing contract obligations as a [type of contractor] who is under

contract with the Policyholder and for whom a premium has been paid. Such contract obligations must arise out of the Independent Contractor's contract for contract payment in the normal course of the Policyholder's trade or business.

["Dispatched by the Policyholder" means the Policyholder directing the Covered Person to transport an authorized load for the Policyholder.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than on Hazard.]]

**[HAZARD** : **WAR RISK COVERAGE]**

The Company hereby waives the exclusion in the section entitled 'Exclusions' with regard to declared or undeclared War provided a Covered Person suffers a loss covered under this Policy, due to or contributed by declared or undeclared War occurring worldwide except if:

1) the Covered Person is a resident of and traveling in his/her country of origin or citizenship; or
2) the Covered Person is traveling within the geographical limits, territorial waters or the airspace above the following designated Hazardous War Risk Countries:

   [Insert listing of Hazardous War Risk Countries or states where coverage is not applicable.]

As a condition to cover travel as defined in this Hazard occurring in a designated Hazardous War Risk Country, the Policyholder must:

1) submit to the Company the following information on behalf of each Covered Person traveling to a Hazardous War Risk Country, prior to such travel:
   a) The name of the Covered Person;
   b) The specific itinerary and destination(s) within the Hazardous War Risk Country;
   c) The beginning and end dates of the Covered Person's travel to the Hazardous War Risk Country(ies);
   d) The Covered Person's Principal Sum; and
   2) pay any additional required premium due for such travel.

The Company may, within 10 days written notice to the Policyholder, make additions and deletions to the list of countries designated as Hazardous War Risk Countries, that in the Company's opinion, are required to accurately reflect existing war risk conditions. The Company may also, at any Policy Anniversary and with at least [31,60] days written notice to the Policyholder, request information regarding any/all travel by a Covered Person to countries other than the Covered Person's country of origin or country of citizenship.

Coverage provided by this Hazard may be terminated by the Policyholder at any time upon written notice to the Company. Termination will occur on the date the written notice is received by the Company or on the date specified in the written notice, if later. The Company may, with at least [10-30] days prior written notice to the Policyholder, terminate the coverage provided under this Hazard. Termination will occur on the date specified in the written notice.

**"War"** means armed conflict, hostilities or warlike operations (whether war be declared or not) by order of any government or public authority including but not limited to invasion, acts of any enemy foreign to the nationality of the Covered Person or the country in (or over) which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of (or amounting to) an uprising, military or usurped power, or explosion of war weapons.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[HAZARD : BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION]**

We will pay benefits described in the Policy for an Accident if:

1) The Covered Person is on the Policyholder's premises when the Covered Accident occurs;
2) The Covered Accident is caused by or results from a Bomb Scare, Search or Explosion as defined below;
3) The Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity; and
4) The Policyholder authorizes the Covered Person's participation and sanctions the Search.

**"Bomb"** means any real or dummy explosive device placed with intent to damage, scare or cause injury.

**"Scare"** means any real or false report of a Bomb on the premises of the Policyholder.

**"Search"** means any organized search for a reported Bomb.

**"Explosion"** means any detonation of a Bomb on the Policyholder's premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States or acceptance of known explosives as cargo.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[Hazard : ACTS OF TERRORISM [Business Only : Business and Pleasure]**

We will pay the benefits described in the Policy for an Accident which is caused by an Act of Terrorism.

**"Acts of Terrorism"** means violence which is:

- committed against non-combatants;
- premeditated and politically motivated; and
- committed by:
- a person or persons not acting on behalf of a sovereign state; or
- clandestine state agent(s).

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

## DESCRIPTION OF BENEFITS

**[BENEFITS FOR ACCIDENTAL DEATH, [ DISMEMBERMENT], [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS**

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

| **Loss** | **Percentage of Principal Sum** |
|---|---|
| [Loss of Life | [100%]] |
| [Brain Death | [50-100%] |
| [Loss of Both Hands | [50-100%]] |
| [Loss of Both Feet | [50-100%]] |
| [Loss of Entire Sight of Both Eyes | [50-100%]] |
| [Loss of One Hand and One Foot | [50-100%]] |
| [Loss of One Hand and Entire Sight of One Eye | [50-100%]] |
| [Loss of One Foot and Entire Sight of One Eye | [50-100%]] |
| [Loss of Speech and Hearing (both ears) | [50-100%]] |
| [Quadriplegia (total Paralysis of both upper and lower limbs) | [50-100%]] |
| [Paraplegia (total Paralysis of both lower or upper limbs) | [25-50%]] |
| [Loss of One Hand | [25-50%]] |
| [Loss of One Foot | [25-50%]] |
| [Loss of Entire Sight of One Eye | [25-50%]] |
| [Loss of Speech | [25-50%]] |
| [Loss of Hearing (both ears) | [25-50%]] |
| [Hemiplegia (total Paralysis of upper and lower limbs on one side of body) | [25-50%]] |
| [Uniplegia (total Paralysis of one lower or upper limb) | [10-25%]] |
| [Loss of Thumb and Index Finger of the Same Hand | [10-25%]] |
| [Coma Benefit | [10-25%]] |

**Brain Death m**eans irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.]

“Coma” means total loss of use of the body or being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma and if the Coma continues for at least 30 consecutive days, the Company will pay a benefits equal to [1]% of the Covered Person’s Principal Sum, the sum of which shall not exceed [25%] of the Covered Person’s Principal Sum.

No benefit is provided for the first 30 days of Coma. The benefit is paid monthly, beginning on the 31st day of the Coma and ends on the earliest of:

1) the date the Coma ends, whether by death, recovery, or any other change of condition; or
2) after 11 continuous months of benefit payments by the Company. the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person’s Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy as a result of the same Accident which caused the Coma, or if he or she remains in a Coma at the end of 11 continuous months, an additional benefit will be paid equal to the Covered Person's Amount of Insurance less any Coma Benefits paid or other benefits payable under this Policy for any other losses incurred as a result of the same Accident.

Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses co**mbined, including this Coma Benefit, which are incurred as the result of the same Accident.**

The Covered Person's designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

**[Loss of a hand or foot** means complete Severance through or above the wrist or ankle joint. ]

**[Loss of sight** means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. ]

**[Loss of speech** means total, permanent and irrecoverable loss of audible communication.]

**[Loss of hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means. ]

**[Loss of a thumb and index finger** means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).]

**["Severance"** means the complete separation and dismemberment of the part from the body.]

**["Paralysis"** means loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.**]**

## [ACCIDENT MEDICAL [and DENTAL] EXPENSE BENEFITS]

We will pay Accident Medical [and Dental] Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Co-Payment, Coinsurance Factors, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:
1) for Usual and Customary Charges incurred after the Deductible has been met;
2) for those Medically Necessary Eligible Expenses incurred by or on behalf of the Covered Person;
3) for Eligible Expenses incurred within [30-365] days after the date of the Covered Accident.

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

[Each Eligible Medical Expense listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]

[Eligible Medical Expenses, from a Covered Accident, include:

1) **[Hospital Admission Expenses:** Charges for each hospital admission as shown in the Schedule of Benefits]

**Recurrent Admissions:** Separate Hospital admissions due to Injuries from the same Accident will be treated as one Hospital admission, unless separated by at least **[** 3-12 months.**]**

2) **[Hospital room and board expenses**: charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.]

3) **[Intensive Care/[Cardiac Care] Room and Board** - charges for each day of Intensive Care/[Cardiac Care] Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.]

4) **[Hospital Miscellaneous** – services, supplies and charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous services include services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies. Miscellaneous services do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.]

5) **[Outpatient Pre-Admission Testing Benefit** – charges for Pre-admission testing (inpatient confinement must occur within 7 days of the testing)

6) [**Outpatient Hospital Expenses/Emergency Room Treatment** - We will pay this benefit up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit. if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident. This Benefit will cover all services needed during the course of treatment in an Emergency Room.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

7) [**In-Patient Surgical Benefits** - charges for:

(a) A Physician, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

(b) A Physician, for: assistant surgeon duties up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon]

8) [**Anesthesia Benefit** – Anesthesia for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.]

**9)** **[Physician's Visits** - charges by a Physician for other than pre- or post-operative care:

(a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Visit – In-Hospital.

(b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Physician's Visits.]

**10)** **[Diagnostic X-Ray and Laboratory Benefit -** We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires diagnostic x -ray and/or laboratory examinations due to a Covered Loss, up to the Maximum Benefit per Covered Accident indicated in the Schedule of Benefits.]

**11)** **[Nursing Services** – Outpatient Charges for nursing services by a Registered Nurse or Licensed Professional Nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.]

**12)** **[Physiotherapy -** Charges for physiotherapy:

a. While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
b. As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, microtherm, [chiropractic], [adjustments], [manipulation], [acupuncture], [massage] or any form of physical therapy.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits***.]***

**13)** **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.

**14)** **Medical Equipment Rental/[Purchase]** - charges for a wheelchair or other medical equipment that has therapeutic value for the Covered Person up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

[Rental charges shall not exceed the lesser of the 6 month rental cost or the purchase price of the Medical Equipment.]

**15)** **Medical Services and Supplies** - Charges for medical services and supplies for:

(a) Oxygen and its administration;

(b) Blood and blood transfusions;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

**16)** **Dental Treatment** - Charges for dental treatment including dental x-rays for the repair and treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit. ]

17) **Mental or Nervous Disorders/Psychotherapy** - charges for treatment of a disorder that results directly or independently of all other causes from a Covered Accident, while Hospital confined or on an outpatient basis up to the Maximum Benefit Amount shown in the Schedule of Benefits. Benefits are limited to one treatment per day.

Mental and nervous disorders mean neurosis, psychoneurosis, psychopathic, psychosis, or mental or emotional disease or disorder of any kind.

## ADDITIONAL ACCIDENT BENEFITS *each benefit is optional and variable]]*

### [ASSOCIATION MEMBER BENEFIT

We will pay the benefit shown in the Schedule of Benefits when the [Member] suffers a Covered Loss that occurs while attending or participating in [a specific event] sponsored by [XYZ Association or an XYZ Association affiliate] [excluding, including] while traveling to or from such event].

### [BEREAVEMENT & TRAUMA COUNSELING BENEFIT

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person's Immediate Family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown in the Schedule of Benefits.

The counseling sessions must:
1) be required to assist the Covered Person and/or the Covered Person's Immediate Family members in coping with such loss;
2) be ordered and performed by a Physician; and
3) meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:
1) for which no charge would have been made if no insurance existed;
2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT**

We will pay this benefit if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met.
1) The Covered Person is on the Policyholder's premises when the Covered Accident occurs;
2) The Covered Accident is caused by or results from a Bomb Scare, Search or Explosion as defined below;
3) The Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity; and
4) The Policyholder authorizes the Covered Person's participation and sanctions the Search.

**Bomb** means any real or dummy explosive device placed with intent to damage, scare or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder.

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States or acceptance of known explosives as cargo.]

**[BURIAL AND CREMATION BENEFIT**

We will pay this benefit for burial or cremation of the Covered Person who suffers loss of life from an Injury resulting directly and independently of all other causes from a Covered Accident and for which Accidental Death benefits are payable under this Policy. ]

**[CHILD CARE CENTER BENEFIT**

If a Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy the Company will pay an additional benefit on behalf of a Covered Person's covered Dependent Child who, on the date of the Accident:

1) was under age [6-18] and a Covered Person under this Policy; and
2) was enrolled in a Day Care Center on the date of the Covered Person's loss of life; or
3) subsequently enrolls within 90 days of the date of the Covered Person's loss of life in a licensed day care center.

The amount shall be payable per year equal to the lesser of the actual cost charged by a licensed day care center per year or the Amount shown in the Schedule of Benefits.

Child Care benefits are payable once a year for not more than four consecutive years, but only if such Dependent Child remains under [6-18] years of age and continues enrollment in a Child Day Care Center (proof of enrollment will be required).

[If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent Child that qualified, a default benefit shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

"Child Care Center" means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction. A Child Care Center does not include any of the following: 1) a Hospital; 2) the Child's home; 3) care provided during normal school hours while a Child is attending grades one through twelve.]

**[COMMON ACCIDENT BENEFIT**

We will increase the Loss of Life benefit payable for a Dependent spouse [or Domestic Partner] if both the Covered Person and the Dependent spouse [or Domestic Partner] die directly and independently of all other causes from a Common Accident and are survived by one or more Dependent Children.

"Common Accident" means the same Covered Accident or separate Covered Accidents that occur within the same 24-hour period.]

**[COMMON CARRIER BENEFIT**

If a Covered Person suffers a Loss, and the Covered Accident causing such loss occurs while the Covered Person is traveling as a fare paying passenger in or on (including getting in or out, on or off) or being struck by a Common Carrier, the Company will pay the amount shown in the Schedule of Benefits.

**"Common Carrier"** means:

(1) A public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers; or
(2) A transport Aircraft operated by the U.S. Military Airlift Command or a similar air transport service of another country.

[It does not include any aircraft or conveyance operated for sport, recreation, and/or sightseeing activities or for travel in any aircraft device for aerial navigation except as expressly provided herein.]

The Common Carrier benefit amount is shown in the Schedule of Benefits.**]**

**[EDUCATION BENEFIT**

If a Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy the Company will pay an additional benefit as shown in the Schedule of Benefits to or on behalf of his or her Dependent Child who, on the date of the Accident, was:

1) under age 26 and Covered Person under this Policy; and
2) enrolled as a full-time student in any accredited college, university or other institution of higher learning or a vocational or licensed technical school beyond the 12th grade level on the date of the Covered Person's loss of life; or
3) at the 12th grade level and subsequently enrolls as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school within 365 days after the date of the Covered Person's loss of life.

Education Benefits are payable once a year for not more than [one – four] consecutive years, but only while the Covered Person's Dependent Child continues as a full-time student [and maintains a G.P.A of [2.5 - 3.5] or better] (proof of enrollment and [grades] for each year will be required).

If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent Child that qualified, a lump sum benefit as shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

**[EMERGENCY ROOM BENEFIT**

We will pay this benefit if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

**[ESCALATOR BENEFIT**

We will increase the Covered Person's Principal Sum semi-annually or annually as shown in the Schedule of Benefits, subject to the following conditions:

1) The Covered Person must be under age 55 and
2) benefit amounts for an Covered Spouse, [Domestic Partner] or Dependent Child will not be increased.

The Principal Sum used to calculate this benefit will be the amount in force when the Covered Person first becomes covered under this benefit and this benefit will not compound pervious Escalator Benefit amounts.

Increases will become effective on each Policy anniversary after the Covered Person has been covered for 12 consecutive months. Benefit increases will occur automatically at the end of each 12-month period, for a maximum of three years.

Increases provided by this benefit will be calculated separately for each additional Principal Sum elected. The total amount of all increases will not exceed 10% to 50% of the original Principal Sum.

If the Covered Person's Principal Sum is reduced, any increases provided under this benefit will be reduced at the same proportion.

[This benefit will not apply to any Bonus Benefit.]

**[[FAMILY] RELOCATION BENEFIT**

We will pay the benefit shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the [Employee, Member] [[or] Spouse [or Dependent Child]] suffers a [Covered Loss] that occurs during Relocation.

This benefit is in effect beginning when the [Employee, Member] departs from his prior place of residence, or if later, his prior place of employment and begins travel to his new place of residence or employment. It ceases to be in effect [when the [Employee, Member] begins his first full day of employment at his new location [ or, if later, when the [Employee, Member] arrives at his new place of residence]] [7-15 days] from the date this coverage began.]

For purposes of this benefit, **Relocation** means a change in the [Employee's, Member's] assigned place of employment for the Policyholder which necessitates a change of residence, and for which [the Policyholder, Subscriber, Employer] pays travel expenses.

[This coverage [will [not]]be in effect during the [Employee's, Member's] Personal Deviation.]

**"Personal Deviation"** means an activity:
(1) Not reasonably related to the Policyholder's business; or
(2) Not incidental to the Policyholder's business.

**[FAMILY TRANSPORTATION BENEFIT**

If a Covered Person sustains a Covered Loss while on a trip covered under this Policy, We will pay for reasonable costs incurred by an Immediate Family member for transportation by the most direct route by a licensed Common Carrier to the Hospital where the Covered Person is confined, up to the Maximum Benefit shown in the Schedule of Benefits.

The Covered Person must be undergoing a Hospital Stay, and the personal attendance of the Immediate Family member must be required and recommended by the attending Physician. [Covered transportation costs are limited to economy Common Carrier class transportation charges [, necessary ground transportation charges, food, and hotel charges.] [Transportation costs must be pre-approved by Us.]]

**[FELONIOUS ASSAULT BENEFIT**

Felonious Assault means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person's spouse, [Domestic Partner, Civil Union partner, Child, ; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

1) be intended to cause bodily harm to the Covered Person;
2) result in Injury to the Covered Person;
3) be considered a felony or a misdemeanor in the jurisdiction in which it occurs; and
4) be reported by or on behalf of the Covered Person to the appropriate law enforcement authority within 48 hours of its Occurrence.

Felonious Assault may include, but is not limited to, any of the following criminal acts: Robbery; Theft; Hijacking; Assault; Battery; Murder; Manslaughter; Civil Disturbance; or Kidnapping.]

The Maximum Benefit for this Felonious Assault Benefit is shown in the Schedule of Benefits. ]

**[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident. The Company will reimburse the Covered Person for expenses incurred within one year after the date of such Covered Accident up to a maximum shown in the Schedule of Benefits, which is charged for:

1) Alterations to the Covered Person's residence that are necessary to make the residence accessible and habitable; or
2) Modifications to a motor vehicle owned or leased by the Covered Person or modifications to a motor vehicle newly purchased for the Covered Person that are necessary to make the vehicle accessible to and/or drivable by the Covered Person.

This benefit will be payable if all of the following conditions are met.
1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.]

The alterations to the Covered Person's residence and the modifications to the Covered Person's motor vehicle must be:
1) made on behalf of the Covered Person;
2) recommended by the physical or occupational therapist treating the Covered Person;
3) carried out by individuals experienced in such alterations and modifications; and
4) in compliance with any applicable laws or requirements requiring approval by the appropriate government authorities.

Only one benefit will be paid for all Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:
1) for which no charge would have been made if no insurance existed;
2) that exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred; or
3) incurred as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[HEART OR CIRCULATORY MALFUNCTION BENEFIT**

We will pay benefits for a Covered Person who suffers a sudden Heart or Circulatory Malfunction that results directly and independently of all other causes, from a Covered Accident and the first symptoms of the malfunction

are medically diagnosed while the Covered Person is covered under this Policy [and within 48 hours of a Covered Accident in the Line of Duty of the Covered Person.]

Benefits will not be payable if in the past year, the Covered Person was medically diagnosed as having, or received treatment for:
1) a heart or circulatory malfunction; or
2) hypertension, angina or other heart or circulatory condition.

Symptoms, such as shortness of breath, heart pain or numbness of a limb are covered during the first 48 hours [following Emergency Duty]. These symptoms are not covered beyond the first 48 hours unless:
1) they first occurred within 48 hours [of Emergency Duty]; and
2) an actual malfunction of the heart or circulatory system is subsequently diagnosed.

[**Emergency Duty** means responding in the Line of Duty to a fire or emergency call.]

**[Line of Duty** means performing the professional responsibilities of a qualified individual for the position the Covered Person holds.]]

**[HOSPITAL CONFINEMENT BENEFIT**

We will pay the Hospital Confinement benefit if a Covered Person is confined to a Hospital as an inpatient:
(1) Due to Injury which results directly and independent of all other causes from an Accident for which this Policy provides coverage;
(2) At the direction and under the care of a Physician;
(3) Within [2-3] days of the Accident; and
(4) While His coverage is in effect.

Benefits are not paid during the Waiting Period. After the Covered Person has been Hospital confined for the Waiting Period, benefits will be retroactive for the first day of such confinement.

The [Daily][Weekly][Monthly] Benefit Amount will be paid for each month of continuous Hospital confinement after the Waiting Period, up to the Maximum Benefit amount for this benefit. Pro rata payments will be made for confinements of less than one month.

The Waiting Period, [Daily][Weekly][Monthly] Benefit Amount, Maximum Benefit Amount and Maximum Benefit Period are shown in the Schedule of Benefits for this benefit.

**Recurrent Confinements:** Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least **[6** months.**]**

**[IDENTIFICATION BENEFIT**

If a Covered Person suffers a Loss of Life while on a trip covered under this Policy and at least [75-150] miles from home, We will pay for reasonable transportation costs incurred by an Immediate Family member for transportation to the city or town that the Covered Person is located for the purpose of identifying his body, up to the Maximum Benefit shown in the Schedule of Benefits. Travel by the Immediate Family member must be by the most direct route by a licensed Common Carrier to the town or city where the Covered Person is located.

The identification by the Immediate Family member must be required and recommended by the attending Physician. Reasonable transportation costs are limited to economy class common carrier transportation charges, necessary ground transportation charges, food, and hotel charges.

**[EMERGENCY MEDICAL EVACUATION EXPENSE**

We will pay the Eligible Expenses for emergency medical evacuation required by the Covered Person; while he is outside his home [state] [country] following a covered Injury if:

(1) The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance.
(2) The [Covered Person's Attending Physician] or the l[Covered Person's local attending Physician and the [authorized Travel Assistance Company] certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility if it is determined that adequate medical treatment is not locally available.

Benefits are payable for:
(1) Usual, Reasonable and Customary charges for medical services required for evacuation to the nearest adequate medical facility; and
(2) Usual, Reasonable and Customary charges for escort services required by the Covered Person, if he is disabled and an escort is recommended in writing by his Physician; and
(3) Ambulance services to the nearest airport and air ambulance upon departure; and
(4) Special air transportation costs to return the Covered Person to his home country, if his Physician recommends in writing that his condition requires a stretcher, oxygen or other special medical arrangements; and
(5) Expenses above the cost of a return airfare ticket held by the Covered Person or in the absence of a ticket, the cost of an economy airfare ticket.

Benefits are payable up to the Maximum Benefit amount shown in the Schedule of Benefits.

[If the Covered Person pays eligible expenses for a Covered Loss for which We believe a third party is liable, We will pay the benefits for emergency medical evacuation. However, if the Covered Person recovers payment from the third party, he or she must refund to Us the lesser of:
1) the amount We paid for the eligible expenses; and
2) an amount equal to the sum received from the third party for such expenses.

Benefits will not be paid for any of the following:
1) expenses that exceed the Maximum Benefit; or
2) expenses paid or payable by any Workers' Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.]

**OUT-PATIENT PRESCRIPTION DRUG BENEFIT**

We will pay the Eligible Expenses, subject to the Deductible Amount, [co-payment], and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Physician on an outpatient basis.

**Prescription Drug** means a drug which:
(1) Under Federal law may only be dispensed by written prescription; and
(2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:
(1) On or after the Covered Person's Effective Date; and
(2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.**]**

**[OUTPATIENT SURGERY BENEFIT**

We will pay this benefit when the Covered Person requires Outpatient Surgery to treat a Covered Loss resulting directly and independently from all other causes from a Covered Accident.

**Outpatient Surgery** means the treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including the usual aftercare for such procedure, that is:
1) necessary for treatment of the Covered Person; and
2) given in the outpatient department of a Hospital or an ambulatory surgical center.]

**[PERMANENT TOTAL DISABILITY BENEFIT – LUMP SUM PAYMENT**

We will pay the Principal Sum shown in the Schedule of Benefits a Covered Person:
(1) Is injured in an Accident which occurs while his coverage is in effect;
(2) Becomes Totally Disabled, directly independently of disease or bodily infirmity, within 30 days of the Accident;
(3) Continues to be Totally Disabled for 12 consecutive months; and
(4) Is then Permanently Totally Disabled.

However, the Principal Sum will be reduced by the amount of any benefits We have paid under **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSI** for loss by such Covered Person from the same Accident.

**"Totally Disabled"**, with respect to a Covered Person who is employed, means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.]

**"Permanently Totally Disabled"**, with respect to a Covered Person who is employed, means he is:
(1) Unable to perform any work for which he is, or may become, qualified by reason of education, training or experience;
(2) This inability is expected to continue for the balance of his lifetime; and
(3) Items (1) and (2) are certified by a Physician.
Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally

Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

**[PERMANENT TOTAL DISABILITY BENEFIT – [MONTHLY] PAYMENT**

We will pay a [monthly] benefit equal to the Principal Sum shown in the Schedule of Benefits if a Covered Person:
(1) Is injured in an Accident which occurs while his coverage is in effect;
(2) Becomes Totally Disabled, directly and independently of disease or bodily infirmity, within 30 days of the Accident;
(3) Continues to be Totally Disabled for 12 consecutive months; and
(4) Is then Permanently Totally Disabled.

[Monthly] benefits begin with the 13th month and will be paid until the earliest of:
(1) The death of the Covered Person;
(2) The date the Covered Person ceases to be Permanently Totally Disabled; or
(3) The date the total of all benefits We have paid for loss by the Covered Person from the same Accident equals his Principal Sum.

At the death of the Covered Person, while Permanent Total Disability Benefits are payable, We will pay any remaining balance in accordance with the Payment of Claims provision.

**Totally Disabled"**, with respect to a Covered Person who is employed, means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.]

**"Permanently Totally Disabled"**, with respect to a Covered Person who is employed, means he is:
(1) Unable to perform any work for which he is, or may become, qualified by reason of education, training or experience;
(2) This inability is expected to continue for the balance of his lifetime; and
(3) Items (1) and (2) are certified by a Physician.
Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

**[TOTAL DISABILITY WEEKLY INCOME**

We will pay the Total Disability Weekly Income Benefit if:
(1) A Covered Person is injured by one of the types of Accidents described in this Policy, which happens while he is covered for this benefit; and
(2) He becomes totally disabled as a direct result, and from no other cause, within 30 days of the Accident.

Benefits are payable on the first day after the end of the Waiting Period. We will pay this benefit until:
(1) The Covered Person dies, or

(2) The date the Covered Person is no longer Totally Disabled; or
(3) We have paid this benefit for the Maximum Benefit Period as shown on the Schedule of Benefits; or
(4) The Covered Person qualifies for benefits under a benefit titled as **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS** or as **PERMANENT TOTAL DISABILITY BENEFIT** in the Description of Benefits; or
(5) the date the Covered person fails to submit satisfactory proof of continuing Total Disability.

Proof of continued Total Disability must be certified by a Physician.

"Total Disability" / "Totally Disabled" means:
(1) During the Waiting Period for this Total Disability Weekly Income benefit, and for the next 12-months he can not do all the substantial and material duties of his type of work; and
(2) After that, a Covered Person cannot do any work for which he is or may become qualified for by reason of his education, experience, or training.

The Waiting Period, Weekly Income Benefit amount, and Maximum Benefit Period are shown in the Schedule of Benefits.**]**

**[REHABILITATION EXPENSE BENEFIT**

If a Covered Person suffers a Covered Loss the Company will reimburse the Covered Person for expenses incurred within [one - two] years after the date of the Covered Accident causing such loss, per Accident, which are charged for:
1) physical, occupational, speech or hearing therapy, or other rehabilitation training for which measurable improvement is expected within a reasonable time; and
2) Medically Necessary services or supplies related to rehabilitation therapy.

The therapy, training, services or supplies must:
1) meet generally accepted standards of medical practice;
2) be provided in a duly licensed Rehabilitation Facility; and
3) be provided by or under the supervision of a Physician.

Only one Rehabilitation Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:
1) for which no charge would have been made if no insurance existed;
2) in excess of the Usual and Customary Charges for similar services in the locality where the services are received; or
3) as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[REPATRIATION**

We will pay the Eligible Expenses incurred, subject to the [Deductible Amount], [Co-payment Amount],and [Coinsurance Percentage] shown in the Schedule of Benefits, if any, for returning a Covered Person's remains to his place of residence in his home country and state [or to the place of burial] if he dies directly and independently of all other causes from a Covered Accident outside of His home state or more than [75 - 150] miles from His place of residence.

Eligible Repatriation Expenses that are covered are:

(1)The cost of embalming or cremation;
(2) Minimally necessary coffin, urn or air tray; and
(3)Preparation and Transportation of the body or remains

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

**[SEATBELT BENEFIT**

We will pay the Seatbelt Benefit if loss of life for which this Policy provides coverage to a Covered Person results from an Accident which occurs while the Covered Person is driving or riding in a Private Passenger Car, and:
(1) The private passenger car is equipped with original, factory-installed seatbelts;
(2) The seatbelt was in actual use by the Covered Person and properly fastened at the time of the Accident; and
(3) The use or position of the seatbelt is certified:
  (a) In the official report of the Accident; or
  (b) By the investigating officer.

However, if such certification is not available and it is unclear if the Covered Person was properly wearing a seatbelt, We will pay the Limited Seatbelt Benefit.

In the case of a child, seatbelt means a child restraint device, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.

**"Private Passenger Car"** means a validly registered four-wheel private passenger car, station wagon, jeep, pick-up truck, and van-type car. Private Passenger Car does not include a mobile home or any motor vehicle that is used in mass or public transit.

**Seat Belt** means those belts that form an occupant restraint system and includes infant and child passenger restraint systems when properly used with a seat belt.

The Seatbelt Benefit will not be paid for an Accident which occurs while the Covered Person is participating in a race, speed or endurance test.

The Seatbelt Benefit amount is shown in the Schedule of Benefits. ]

**[SPECIAL ADAPTATION EXPENSE BENEFIT**

We will pay this benefit for Adaptation Expenses incurred for a Covered Person who is Totally Disabled due to a Covered Accident, up to the Maximum Benefit stated on the Schedule of Benefits.

[Case management and concurrent review by Us is required for any Adaptation Expenses. Otherwise benefits will be reduced by [10% - 50%].]

“Adaptation Expenses” means expenses incurred for items or modifications:
1) approved by a Physician; and
2) Medically Necessary to accommodate the physical disability of the Covered Person as a result of a Covered Accident.]

**[SPECIAL COUNSELING BENEFIT**

We will pay benefits, as shown in the Schedule of Benefits for mental health counseling to assist the Covered Person in dealing with the Covered Loss that resulted from a Covered Accident, if he:

1) suffers any one of the Covered Losses shown in the Schedule of Covered Losses; and
2) obtains mental health counseling.]

**[SPOUSE [/ DOMESTIC PARTNER] RETRAINING BENEFIT**

The Company will pay an additional benefit as shown in the Schedule of Benefits to or on behalf of a Covered Person's Dependent spouse [or Domestic Partner] who, on the date of the Accident:

1) was enrolled as a full-time student in any accredited college, university or other institution of higher learning or a vocational or licensed technical school on the date of the Covered Person's loss of life; or
2) subsequently enrolls as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school within 30 months after the date of the Covered Person's loss of life.

Enrollment must be for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living.

This Benefit is payable once a year for not more than four consecutive years, but only while the Covered Person's Dependent spouse [or Domestic Partner] continues as a full-time student (proof of enrollment for each year will be required).

If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent spouse [or Domestic Partner] that qualified, a lump sum benefit as shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

**[WAIVER OF PREMIUM BENEFIT**

If a Covered Person suffers a Covered Loss which results in the Covered Person being Totally Disabled, the Company will waive payment of all required premiums due for such Covered Person.

Premiums will be waived from the first premium due date on or after the date the Total Disability began and ends on the earliest of:

1) the date the Covered Person is deemed to be Actively at Work;
2) the date the Covered Person ceases to be covered under this Policy; or
3) the date this Policy terminates.]

**[AGE BASED REDUCTIONS**

At age [65] or more, benefits for a Covered Person will be based on the following percentages of His Principal Sum in effect without this provision.

| Age On Date of Loss | Percentage of Principal Sum |
|---|---|
| [65through 69] | [65-85%] |
| [70 through 74 | [55-65%] |
| [ 75 through 79 | [40-55%] |
| [ 80 through 84 | [30-40% |
| [ 85 and over | [15-25%] |

Premiums are based on the Principal Sum in force prior to applying the percentages in the above table. [With respect to Permanent Total Disability Benefits, for a Covered Person, coverage ends at age 70.] [ With respect to Permanent Total Disability Benefits payable for a Covered Person who becomes Permanently Totally Disabled at [age 70 or more,**]** the Permanent Total Disability Benefit, subject to all other terms of its Description of Benefits provision, will be paid while a Covered Person continues to be Permanently Totally Disabled, as follows:
(1) In monthly installments of 1% of a Covered Person's Principal Sum; and
(2) For a maximum of 12 months.]

## EXCLUSIONS

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

[Each Exclusion listed below will be in-or-out depending on the plan.]

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared.]
3. [An Accident which occurs while the Covered Person is on Active Duty Service in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;]
4. [Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro rata premium upon request;**]**
5. [Participation in a riot or insurrection];
6. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
7. [Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an Accidental external bodily injury or accidental food poisoning.]
8. [Disease or disorder of the body or mind.]
9. [Mental or nervous disorders, except as specifically provided in this Policy.]
10. [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.]
11. [Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.]
12. [Intoxication or being under the influence of any drug or narcotic]
13. [Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.]
14. [Driving under the influence of a controlled substance unless administered on the advice of a Physician;]
15. [Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs]
16. [Violation or in violation or attempt to violate any duly-enacted l aw or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
17. [Conditions that are not caused by a Covered Accident.]
18. [Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.]
19. [Any treatment, service or supply not specifically covered by this Policy.]
20. [Loss resulting from participation in any activity not specifically covered by this Policy.]
21. [Charges which Are in excess of Usual, Reasonable and Customary charges.**]**
22. **[**Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;**]**
23. [Regular health check ups;]
24. [Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.]
25. [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
26. [That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);**]**

27. **[**Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay
28. [Travel or activity outside the United States.]
29. [Participation in any motorized race or speed contest.]
30. [Aggravation or re-injury of a prior Injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.]
31. [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
32. [Treatment of a hernia whether or not caused by a Covered Accident.]
33. [Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological or stress fractures, congenital weakness, whether or not caused by a Covered Accident.]
34. [Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.]
35. [Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.]
36. [Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.]
37. [Expense incurred for treatment of temporomandibular joint (TMJ) disoriders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in this Policy.]
38. [Dental care or treatment other than care of **[**sound**]**, **[**natural**]** teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within 6 months of the Accident;**]**
39. **[**Treatment for Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;**]**
40. [Eyeglasses, contact lenses, hearing aids braces, appliances, or examinations or prescriptions therefore;.]
41. **[**Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;**]**
42. [Travel in or upon:
    (a) [A snowmobile];
    (b) [A water jet ski]
    (c) [Any two or three wheeled motor vehicle, other than a motorcycle registered for on-raod travel];
    (d) [Any off-road motorized vehicle not requiring licensing as a motor vehicle;**]**
    [when used for [recreation] [competition].]
43. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
    i. [While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or]
    ii. [While being used for any test or experimental purpose; or]
    iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
    iv. [while traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.]
    v. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
    vi. An ultra light, hang-gliding, parachuting or bungi-cord jumping;**]**

    [Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]
44. Treatment for an Injury that is caused by or results from a Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
    (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
    (ii) The Covered Person was within a 25-mile radius of the site of the release either:
        1) At the time of the release; or
        2) Within 24 hours of the start of the release; or
        3) Occurs while he is in **[**insert Specific Territory.**]]**

45. [Practice or play in any school or professional sports contest or competition.
46. [The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices; **]**
47. **[**Rest cures or custodial care;**]**

48. **[**Prescription medicines unless specifically provided for under this Policy.**]**
49. [Elective or Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body; **]**
50. [Massage Therapy], [Physical Therapy] or [Acupuncture/Acupressure Services], unless otherwise specifically allowed for in the schedule of benefits.]
51. [Services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto) of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.]

## [AGGREGATE LIMIT

The Aggregate Limit of Liability is shown [in the Application] [on the Schedule of Benefits]. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Policy is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.**]**

## CLAIM PROVISIONS

**NOTICE OF CLAIM**:

Written notice of death or injury must be given to Us within **[**30**]** days after a Covered Loss occurs or begins or as soon as reasonably possible. Notice can be given at Our administrative office as shown on the cover page or to Our authorized licensed agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.
If written notice is not received within [30] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the [30] day period; and
2) it is further shown that notice was given as soon as possible.

**CLAIM FORMS**:

When We receive the notice of claim, We will send forms for filing proof of loss. If claim forms are not sent within **[**15**]** days after receipt of such notice, the Proof of Loss requirements stated below will be deemed to have been met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

**PROOF OF LOSS**:

Written proof of loss must be furnished to Us in the case of a claim for loss for which this Policy provides periodic payment contingent upon continuing loss within **[**90 days**]** after the end of the period for which We are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within **[**90 days**]** after the date of such loss.

If the proof of loss is not submitted within [90] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

1) it can be shown that it was not possible within reason to submit notice within the [90] day period; and
2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**[TIMELY FILING OF CLAIMS:**

All claims for benefits under this Policy must be submitted to Us no more than [90 – 365 days] from the date of service or date of death. ]

**TIME OF PAYMENT OF CLAIMS**:

Benefits due under this Policy for a loss, other than a loss for which this Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

**PAYMENT OF CLAIMS**:

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Policy .

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to **[**$1,000**]** to a relative by blood or marriage whom We believe is equitably entitled. This good faith payment satisfies Our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at Our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

**DESIGNATION OR CHANGE OF BENEFICIARY:**

Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order:

1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
3) In equal shares to the members of the first surviving class of those that follow, if any:
   a) a Covered Person’s lawful spouse, if not legally separated or divorced, [or Domestic Partner;

b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
c) a Covered Person's parents, whether natural, step or adoptive; or
d) a Covered person's Sisters or Brothers, otherwise.

4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

**[CONDITIONAL CLAIM PAYMENT:**

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will pay benefits if:

(1) The Covered Person first agrees in writing to refund the lesser of:
   (a) The amount We actually paid for such expenses; or
   (b) The amount actually received from the third party for such expenses; and

(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to Our payment of benefits under this Policy, if the third party's liability is satisfied in an amount less than the benefits payable under this Policy, We will pay the difference.**]**

**[EXPOSURE AND DISAPPEARANCE:**

A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

1) He disappears; and
2) His body is not found [within a year of the Accident]; and
3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.]

**PHYSICAL EXAMINATION [AND AUTOPSY]**:

We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination [or autopsy]. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

**[RECOVERY OF OVERPAYMENT:**

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

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

**[RECOVERY OF BENEFITS:**

We reserve the right to recover from a Covered Person any benefits We have paid to him for injuries:

(1) Received in a covered Accident; and
(2) Which are covered under:
    (a) workers' compensation or similar statutory remedies available under law; or
    b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.**]**

**[**"Recovery" means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.]

**[SUBROGATION:**

If We have paid benefits to a Covered Person for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.**]**

**LEGAL ACTIONS**:

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

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES**:

This Policy, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders, and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at Our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Policy will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**WORKERS' COMPENSATION INSURANCE**:

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

**[RECORDS MAINTAINED**:

**[**The Policyholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under this Policy.

We shall be permitted to examine the Policyholder's records relating to coverage under this Policy. Examination may occur at any reasonable time up to the later of:
(1) The two year period after the expiration of the Policyholder's coverage; or
(2) The final adjustment and settlement of all claims under the Policyholder's coverage.**]**

**[REPORTING REQUIREMENTS**:

The Policyholder or its authorized agent must report to us, by the premium due date:
(1) The names of all persons insured on the Effective Date of this Policy;
(2) The names of all persons who are insured after the Effective Date of this Policy;
(3) The names of those persons whose insurance has terminated; and
(1) Additional information required as agreed to by us and the Policyholder].

**[CERTIFICATES OF INSURANCE**:

A certificate of insurance will be delivered to the Policyholder for delivery to each Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.**]**

**POLICY TERMINATION**:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

**CONFORMITY WITH STATE STATUTES**:

Any provision of the Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of the Policy is amended to conform to the minimum requirements of such laws.

**[OTHER COVERAGE WITH US:**

At any one time each Covered Person may have only one Certificate issued by Us having coverage similar to that described in this Policy. If we find He has more than one such Certificate, coverage will be provided under the plan that has been in force for the longer period of time. We will refund premiums paid for all other Certificates for concurrent periods of coverage.]

**CLERICAL ERROR:**

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

**ASSIGNMENT:**

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

**INSOLVENCY:**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy.

**NON-PARTICIPATING**:

This Policy is non-participating. It does not share in the Company's profits or surplus earnings.

**WAIVER:**

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

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## GROUP BENEFITS
## ACCIDENT ONLY CERTIFICATE

**CERTIFICATEHOLDER:** [ABC Association]

**CERTIFICATE NUMBER:** [Specimen]

**CERTIFICATEHOLDER:** **[ John Doe]**

**EFFECTIVE DATE:** [November 1, 2012]

**EXPIRATION DATE:** [November 1, 2013 ]

**The Certificate and this Certificate is governed by the laws of the state where it was delivered**

**The Certificate is a legal contract between the Certificate holder and United States Fire Insurance Company (herein referenced as "the Company").**

**The Company agrees to provide insurance, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Certificate and this Certificate.**

**The Insurance Company, the Policyholder and the Certificate holder have agreed to all the terms and conditions of this Certificate.**

**The Certificate and this certificate and the coverage provided by it become effective at 12:01 A.M. at the address of the Certificate holder on the Certificate Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Certificate and this Certificate.**

**THIS IS LIMITED BENEFIT ACCIDENT ONLY COVERAGE.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.**

**THE CERTIFICATE and THIS CERTIFICATE ARE NOT RENEWABLE.**

**Non-Participating Insurance**

Signed for **United States Fire Insurance Company** By:

**Signature**

Douglas M. Libby
Chairman and CEO

**Signature**

James Kraus
Secretary

GAC- 30000

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## SCHEDULE OF BENEFITS

**CERTIFICATEHOLDER:** [ABC Association]

**CERTIFICATE NUMBER:** [Specimen]

**CERTIFICATEHOLDER:** **[ John Doe]**

**EFFECTIVE DATE: [**11/01/2012]

**PREMIUM DUE DATE: [**Monthly/Quarterly/Annual in advance on the [1st ] of each month]

**[CERTIFICATE PERIOD:** [November 1, 2012 through November 1, 2013]]

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[Class definitions are variable and defined by the Policyholder based on elements relating to the relationship between the organization and its members, the employer and its employees etc.]

**CLASSES OF ELIGIBLE PERSONS:**

A person may be covered only under one Class of Eligible Persons even though He or She may be eligible under more than one class. [Also, a person may not be covered as a Dependent and a Covered Person at the same time.]

[Class 1] [All active members of the Policyholder.]

[PREMIUMS:
[Determined on the basis of the plan design selected by the Policyholder [and certificate holder] ] [$ xx/[month][week].]

[The Aggregate Limit is optional and applies on the case level]

**[AGGREGATE LIMIT OF LIABILITY:**

| | |
|---|---|
| Benefit Maximum | [Variable, e.g. any amount from $1,000.00 to $10,000,000.00 in increments of $500.00] |
| Applies During | [Variable, e.g. Certificate Year, Calendar Year, Per Occurrence, # of years, per Covered Accident.] |
| Applies To | [Variable e.g. All benefits, Accidental Death & Dismemberment Benefits only, Accident Medical Benefits only, indemnity benefits only] ] |

[If there is more than one Class eligible under the Policy and this Certificate, a Schedule of Benefits may be presented for each Class if benefit applicability, amounts and duration differ by Class or it may be presented together as shown below.]

**[ELIGIBILITY WAITING PERIOD:** [None to 90 days]]

**HAZARDS INSURED AGAINST:**

| | **Class** | **Hazard #** | **Description of Hazard** |
|---|---|---|---|
| **[** | Class 1 - | 123 | Relocation] |

[**ACCIDENTAL DEATH [AND DISMEMBERMENT][LOSS OF [SIGHT][SPEECH]HEARING][PARALYIS]BENEFITS**]

| | |
|---|---|
| Class 1 Principal Sum: | **[Variable, e.g. any amount from $1,000 to $1,000,000.00 in increments of $500.00]** |
| Class 2 Principal Sum: | **[Variable, e.g. any amount from $1,000 to $1,000,000.00 in increments of $500.00]** |
| Time Period for Loss: | **[Variable, e.g. any period from 90 to 365 days]** |
| Age-based Reductions: | **[Variable, e.g. 85%-15% at age 65 and over]]** |

**[ACCIDENT MEDICAL EXPENSE BENEFIT**

| | |
|---|---|
| **Lifetime Maximum for all Accident Medical** | [Variable, e.g. any amount from $1,000.00 to $1,000,000.00 in increments of $500.00] |
| **[Annual Maximum for all Accident Medical** | [Variable, e.g. any amount from $1,000.00 to $1,000,000.00 in increments of $500.00] |
| **[Maximum number of occurrences per Certificate Year** | **[1, 2, 3, 4, 5, up to 12]** |
| **[Loss Period (first Covered Expenses must be incurred within):** | [Variable e.g. any time frame from 15 days to 90 days after the Covered Accident or Injury] |
| **Benefit Period:** | [Variable e.g. any period from 36 months to 3 years from the date of the Covered Accident or Injury, provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.] |
| **[Deductible:** | [Variable e.g. any amount from $25.00 to $100,000.00 in $25.00 increments] |
| **[Deductible must be incurred within:** | [Variable e.g. any timeframe from 30 days to 3 years from the Covered Accident.] |
| **[Co-payment for all outpatient services:** | [Variable e.g. any amount from $10.00 to $500.00 per visit in $5.00 increments.] |
| **[Coinsurance Percentage for all Covered Expenses** | [Variable e.g. any percentage from 5% to 80% in 5% increments]] |
| **Terms of Payment** | **[Primary: Primary Excess over Initial Amount of [$100]: Partial Excess: Full Excess]** |

[Accident Medical Expense benefits may be available on an allocated or unallocated basis as shown, that is to say there may be specific limits or out of pocket expenses on certain Covered Expenses (allocated) or all Covered Expenses may be subject to the same maximum limit and out of pocket expenses (unallocated).]

[Any Deductibles, Coinsurance, Co-payments, Benefit Periods, and Benefit Maximums apply on a per Covered Person, per Covered Accident basis.]

[Any Deductibles, Coinsurance, or Co-payments apply to all of the below Accident Medical Expense Benefits unless otherwise indicated in the Schedule below.]

**[ACCIDENT MEDICAL EXPENSE BENEFITS**

| | |
|---|---|
| [**Hospital Admission Benefit** | [Variable, e.g. any amount, $100.00 to $5,000.00 [per admission] in $100 increments] |
| [**Hospital Room & Board Daily Maximum Benefit Amount:** | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Intensive Care/[Cardiac Care] Room & Board Daily Maximum Benefit**: | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Hospital Miscellaneous Maximum Benefit Amount**: | [Variable, e.g. any amount, $50.00 to $5,000.00 [per day] in $50 increments] |
| [**Outpatient Pre-Admission Testing Benefit Amount**: | [Variable, e.g. any amount, $25.00 to $5,000.00 [per test] in $25 increments] |
| **[Outpatient Hospital Emergency Room Treatmen**t Maximum Benefit Amount: | [Variable, e.g. any amount, $25.00 to $50,000. [per visit] in $25 increments] or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]] |
| [**In-Patient Surgical Benefits:** | |
| [Primary Surgeons Maximum Benefit Amount: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| [Assistant Surgeon Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| [**Anesthesia Maximum Benefit:** | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| **Physician's Visits** | |
| [In-Hospital Maximum Benefit: | [Variable, e.g. any amount, $25.00 to $500.00 [per visit] in $5 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage **:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| **Physician's Visits** | |
| [Office Visits (Out-of-Hospital) Maximum Benefit: | [Variable, e.g. any amount, $25.00 to $500.00 [per visit] in $5 increments] |

| | |
|---|---|
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage **:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| Maximum for All [ In-Hospital] and [Office Physician's Visits]: | [Variable, e.g. any amount,1-unlimited number visits per Injury in increments of 1 visit] |
| **[X-Ray** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [**Laboratory Benefit** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [**Diagnostic X-Ray and Laboratory Benefit** | [Variable, e.g. any amount, $50.00 to $1,000.00.] per procedure in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| **[Nursing Maximum Benefit Amount**: | [Variable, e.g. any amount, $25.00 to $500.00 [per Injury] in $5 increments] |
| [**Physiotherapy Benefit** | |
| [**Maximum Benefit Amount (Hospital Inpatient):** | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |

| | |
|---|---|
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |

[**Physiotherapy Benefit**

| | |
|---|---|
| **[Maximum Benefit Amount (Outpatient):** | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| **[**Deductible Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Copay Amount: | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| [Coinsurance Percentage : | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |
| [Maximum for All Physiotherapy [Inpatient] & [Outpatient ]: | [Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Maximum Number of Visits per Covered Accident | [Variable' e.g., any number of visits, 1 to 20 in increments of 1 visit]] |

| | |
|---|---|
| [**Ambulance Maximum Benefit Amount:** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |

| | |
|---|---|
| [**Medical Equipment Rental/[Purchase] Charges Maximum: Benefit Amount** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |

| | |
|---|---|
| [**Medical Services and Supplies Maximum Benefit Amoun**t **(Blood, Blood Transfusions, Oxygen):** | [Variable, e.g. any amount, $25.00 to $1000.00 [per Injury] in $25 increments] |

[**Dental Treatment For Injury Only**

| | |
|---|---|
| **Maximum Benefit Amount:** | [Variable, e.g. any amount, $25.00 to $500.00 [per Injury] in $25 increments] |

**Mental or Nervous Disorders/Psychotherapy Benefit**

| | |
|---|---|
| [Maximum Benefit Amount: | Variable, e.g. any amount, $25.00 to$500.00 [per Visit] in $25 increments] |
| [Maximum Number of Visits per Covered Accident | [Variable' e.g., any number of visits, 1 to 20 in increments of 1 visit]] |

[**ADDITIONAL ACCIDENT BENEFITS** *each benefit is optional and variable]]*

[Any benefits payable under {these Additional Accident Benefits} shown below {are paid in addition to} any {Accidental Death and Dismemberment} benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

[The total of {all benefits payable under this Policy, including all Additional Accident Benefits} paid for all Injuries caused by the same Covered Accident shall not exceed the Principal Sum indicated in the *Schedule of Benefits* unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.]

| | |
|---|---|
| [**Association Member Benefit** | [Variable, e.g. any amount, $100.00 to $10,000.00 Per Injury in $100 increments.] |
| **[Bereavement and Trauma Counseling Benefit** | |
| Benefit Amount | [Variable e.g. any amount, $25.00 to $500.00 per session] in $25 increments] |
| Maximum Number of Sessions | [Variable e.g. any number of sessions: 2 to 25 sessions.] |
| Maximum Benefit Per Covered Accident | [Variable, e.g. any amount, $50.00 to $2,000.00]] in $25 increments] |
| **[BOMB SCARE, BOMB SEARCH, OR BOMB EXPLOSION BENEFIT** | [Variable e.g. any percentage, 1% to 20%] multiplied by the portion of the Principal Sum applicable to the Covered Loss] (in 1% increments)] |
| **[BURIAL AND CREMATION BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $250 increments]] |
| **[CHILD CARE CENTER BENEFIT** | |
| Benefit Amount | [Variable e.g. any amount, $250.00 to $10,000.00 per year in $50 increments] |
| Maximum Benefit Period | [Variable e.g. to any age, 6 to 18 for each surviving Dependent Child.]] |
| **[COMMON ACCIDENT BENEFIT** | |
| Covered Spouse [/Domestic Partner] Benefit | [Variable e.g. up to any percentage, 10% to 100% (in 10% increments) of the Covered Person's Principal Sum [applicable to the Covered Loss,] up to a Maximum of $1,000.00 to $1,000,000.00.]] |
| **[COMMON CARRIER BENEFIT** | |
| Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $10,000.00.] per Occurrence in $250 increments] |

**Deleted:** Spouse[

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

| | |
|---|---|
| **[EDUCATION BENEFIT** | |
| Surviving Dependent Child Benefit | [Variable, e.g., Any percentage, 1% to 20% in increments of 1%] of the Principal Sum [subject to a Maximum Benefit of [$1,000 to $10,000]]] |
| [Surviving Spouse[/Domestic Partner] Benefit | [Variable, e.g., Any percentage, 1% to 20% in increments of 1%] of the Principal Sum [subject to a Maximum Benefit of [$1,000 to $10,000]]] |
| Maximum Number of Annual Payments | |
| [For Each Surviving Dependent Child | [Variable, e.g., Any number, 1 to 4]] |
| [For Surviving Spouse[/Domestic Partner] | [Variable, e.g., Any number, 1 to 4]] |
| Default Benefit | [Variable, e.g., Any amount, $500 to $5, 000 in $250 increments]] |
| **[EMERGENCY ROOM BENEFIT** | [Variable, e.g. any amount, $25.00 to $50,000.00 in $25 increments or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]] |
| **[ESCALATOR BENEFIT** | |
| Periodic Increase | [Variable, e.g. any percentage, 1% to 20% of the Principal Sum] in increments of 1% |
| Frequency of Increases | [Variable, e.g. Quarterly, Semi-annually, Annually.] |
| Maximum Total Increase | [Variable, e.g. any percentage , 5% to 50% of the Principal Sum in increments of 5%]] |
| [**[FAMILY] RELOCATION BENEFIT** | [Variable, e.g. any amount, $250.00 to $10,000.00 In $250 increments.] |
| **[FAMILY TRANSPORTATION BENEFIT** | [Variable, e.g. any amount, $250.00 to $10,000.00 In $250 increments.] |
| **[FELONIOUS ASSAULT BENEFIT** | |
| Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $10,000.00.] per Occurrence in $250 increments] |
| **[HEART OR CIRCULATORY MALFUNCTION BENEFIT** | [Variable, e.g. any percentage, 5% to 100% of Principal Sum] in 5% increments] |
| **[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT** | [Variable, e.g. any percentage, 5% to 50% of the Principal Sum in increments of 5% subject to a maximum of [$1,000.00 to $25,000.00]] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**[HOSPITAL CONFINEMENT BENEFIT**

| | |
|---|---|
| Waiting Period: | [Variable, e.g. none – 90 days] |
| [Daily][Weekly][Monthly] Benefit Amount: | [Variable, e.g. [$50 - $5,000][$350 – $35,000][$1,525 – $152,500] ] per confinement in increments of $50]] |
| Maximum Benefit Amount: | [Variable, e.g $1,000 - $1,000,000] per confinement in increments of $250] |
| Maximum Benefit Period: | [Variable, e.g. 1 – 365 days] |

| | |
|---|---|
| **[IDENTIFICATION BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $500 increments.] |

**[EMERGENCY MEDICAL EVACUATION EXPENSE BENEFIT**

| | |
|---|---|
| Maximum Benefit per Covered Accident | [Variable, e.g. Any amount, $500.00 to $1,000,000.00 in $500 increments.]] |

**[OUT-PATIENT PRESCRIPTION DRUG BENEFIT**

| | |
|---|---|
| [[Retail] [Mail] Benefit payable per prescription | [Variable, e.g. any amount $5 – 500 in $5 increments]] |
| [[Brand] [Generic] Benefit payable per prescription | [Variable, e.g. any amount $5 – 500 in $5 increments]] |
| [[Maximum prescriptions per [month] [year] | [Variable, e.g. any amount 1 – 12] |
| [Maximum Benefit Payable per [month] [year] | [Variable, e.g. any amount $25 – 2,500 in $25 increments]] |
| **[Deductible Amount per Prescription:** | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| **[Copay Amount per prescription:** | [Variable, e.g. any amount $ 5 - $100 in $5 increments] ] |
| **[Coinsurance Percentage per prescription:** | [Variable, e.g. any amount 5% - 50% in 5% increments] ] |

**[OUTPATIENT SURGERY BENEFIT**

| | |
|---|---|
| [Outpatient Primary Surgeons Maximum Benefit Amount: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments or any percentage, 5% to 100% of the Principal Sum in increments of 5%.]] |
| [Outpatient Assistant Surgeon Maximum Benefit: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |
| [Outpatient Surgical Facility Maximum Benefit per Operating Session: | [Variable, e.g. any amount, $250.00 to $50,000.00 [per surgery] in $250 increments] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**PERMANENT TOTAL DISABILITY**

| | |
|---|---|
| Principal Sum: | [Variable, e.g. any amount $1,000- $100,000 in $500 increments] [Lump Sum][ Monthly ] [minus Other Income Benefits.]] |
| Maximum Number of Months | [1- 12 months]] |

**[TOTAL DISABILITY WEEKLY INCOME BENEFIT**

| | |
|---|---|
| Waiting Period: | [Variable e.g. any period 1 day to 180 days.] |
| Maximum Benefit Period per Covered Accident | [Variable e.g. any period 13 to 104 weeks.]] |
| Percent of Weekly Salary | [[Variable e.g. any amount 25% - 75% in increments of 5% of weekly salary] |
| Weekly Income Benefit: | [Variable e.g. any amount, $25.00 to $1000.00 in $25 increments] [minus Other Income Benefits.]] |
| Maximum Benefit Amount | [Variable e.g. any amount $1,000 - $100,000 ] in increments of $500]per covered accident |
| Secondary Maximum Benefit Period per Covered Accident | [Variable e.g. any period 13 to 104 weeks.]] |
| Percent of Weekly Salary | [[Variable e.g. any amount 25% - 75% in increments of 5% of weekly salary] |
| Weekly Income Benefit: | [Variable e.g. any amount, $25.00 to $1000.00 in $25 increments] [minus Other Income Benefits.]] |
| Maximum Benefit Amount | [Variable e.g. any amount $1,000 - $100,000] in increments of $500] |
| [Disability must occur | [Within [180] days from the date of a Covered Accident and continue for at least [180] days] |

**[REHABILITATION EXPENSE BENEFIT**

| | |
|---|---|
| Benefit per Covered Accident | [Variable, e.g., Any amount, 1% to 20% of the Principal Sum in increments of 1%, subject to a maximum of [Variable, e.g., $1,000 to $250,000 in $1,000 increments]] |

[**ADDITIONAL ACCIDENT BENEFITS continued [***each benefit is optional and variable]]*

**[REPATRIATION BENEFIT**

| | |
|---|---|
| Maximum Benefit Amount: | [Variable, e.g., Any amount, $500 to $50,000 in $500 increments]] |
| Benefit Period: | [Variable e.g. any period from 36 months to 3 years from the date of the Covered Accident or Injury, provided the Injury occurs prior to the Expiration Date and care is Medically Necessary.] |

**[SEATBELT BENEFIT**

| | |
|---|---|
| Maximum Benefit Amount: | [Variable, e.g., Any amount, $250 to $10,000 in $50 increments] |
| Limited Seatbelt Benefit Amount: | Variable, e.g., Any amount, $50 to $5,000 in $50 increments] |

**[SPECIAL ADAPTATION EXPENSE BENEFIT**

| | |
|---|---|
| Maximum Benefit | [Variable e.g. any amount from $500 to $50,000 in $250 increments]] |

| | |
|---|---|
| **[SPECIAL COUNSELING BENEFIT** | [Variable, e.g. any amount, $500.00 to $10,000.00 in $250 increments]] |

| | |
|---|---|
| **[SPOUSE[/Domestic Partner] RETRAINING BENEFIT** | **[**Variable, e.g. the actual cost charged by any accredited college, university or other institution of higher learning or vacation or licensed technical school per year; or 1% to 20% of the Covered Person's Principal Sum in increments of 1%] |
| Maximum Amount | [Variable $1,000.00 to $50,000.00 in $500 increments]] |

**[WAIVER OF PREMIUM BENEFIT**

| | |
|---|---|
| Benefit Waiting Period | [Variable, e.g. Any period, [1 month to 12 months]] |
| Benefit Period | [Variable, e.g. Any period, [1 months to 60 months]] |

## DEFINITIONS

The male pronoun includes the female whenever used.

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

*[Each bracketed Definition listed below will be in-or-out depending on the plan selected by the Policyholder/Certificateholder.]*

Additional terms may be defined within the provision to which they apply.

**"Accident"** means a sudden, unforeseeable external event which:
(1) Causes Injury to one or more Covered Persons; and
(2) Occurs while coverage is in effect for the Covered Person.

**[Actively At Work** means the Covered Person is present at His/Her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which He or She is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided He or She is not absent due to any type of leave and was Actively at Work on His/Her last regularly scheduled work day. A Covered Person who usually performs the regular duties of His/Her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

**["Aircraft"** means a vehicle which:
(1) Has a valid certificate of airworthiness; and
(2) Is being flown by a pilot with a valid license appropriate to the aircraft.**]**

**[Annual Compensation** means the Covered Person's rate of pay as reported by the Policyholder for work performed for the Policyholder. It does not include commissions, overtime, bonus and additional compensation or pay for more than a Covered Person's regularly scheduled work week.]

**[Annual Open Enrollment Period** means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this coverage.]

**"Benefit Period"** means the period of time from the date of the Accident causing the Injury for which benefits are payable, as shown in the Schedule of Benefits, and the date after which no further benefits will be paid.

**Certificate Holder** means a person to whom this insurance certificate has been issued evidencing coverage under the Policy and this Certificate.

**[Child** means the Covered Person's natural Child, adopted Child (or Child placed in the Covered Person's home for purposes of adoption), foster Child, stepchild, or other Child for whom the Covered Person has legal guardianship (proof will be required). A Child must reside with the Covered Person in a parent-Child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the Child with another parent, the requirement that the Child reside with the Covered Person will be waived.]

**[Civil Union Partner**: The parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded to spouses. Throughout the Policy and this Certificate, a party to a civil union shall be included in any definition or use of the terms such as spouse, family, , dependent, next of kin, and other terms descriptive of spousal relationships. This includes the terms 'marriage' or 'married' or variations thereon. The term spouse or dependent includes civil union couples whenever used.]

**[Coinsurance** means the percentage of Reasonable and Customary Expenses for which the Covered Person is responsible for a specified covered service.]

**"Company"** means United States Fire Insurance Company. Also hereinafter referred to as We, Us and Our.

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

**Covered Loss or Covered Losses** means an accidental death, dismemberment or other Injury covered under the Policy and this Certificate and indicated on the Schedule of Benefits.

**"Covered Person"** means an Insured Person [and Dependent] eligible for coverage as identified in the Enrollment/Application][who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States],for whom proper premium payment has been made when due, and who is therefore insured under the Policy and this Certificate.

**["Deductible"** means the dollar amount of Eligible Expenses which must be incurred and paid by the Covered Person before benefits are payable under the Policy and this Certificate. It applies separately to each Covered Person.**]**

**["Dependent"** means a Covered Person's:
1) lawful spouse, if not legally separated or divorced, [or Domestic Partner][or Civil Union Partner].
2) unmarried Children under age 26.

The age limitations will not apply to a Covered Person's unmarried Child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to the Company immediately upon enrollment or within 31 days of the Child reaching the age limitation. Thereafter proof will be required whenever reasonably necessary, but not more often than once a year after the 2-year period following the age limitation.]

**["Domestic Partner** means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Eligible Expenses"** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while the Policy and this Certificate is in force.

**["Full-Time"** means working for the Policyholder an average of at least 30 hours per week.]

**"He", "His" and "Him"** includes "she", "her" and "hers."

**["Health Care Plan"** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:
(1) Group or blanket insurance, whether on an insured or self-funded basis;
(2) Hospital or medical service organizations on a group basis;
(3) Health Maintenance Organizations on a group basis.
(4) Group labor management plans;
(5) Employee benefit organization plan;
(6) Professional association plans on a group basis; or

(7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or
(8) [Automobile no-fault coverage (unless prohibited by law).]]

**"Hospital"** means an institution which:
(1) Is operated pursuant to law;
(2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
(3) Is under the supervision of a staff of Physicians;
(4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
(5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
    (a) On its premises; or
    (b) Available to it on a prearranged basis; and
(6) Charges for its services.

"Hospital" does not include:
(1) A clinic or facility for:
    (a) Convalescent, custodial, educational or nursing care;
    (b) The aged, drug addicts or alcoholics; or
    (c) Rehabilitation; or
(2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
    (a) The services are rendered on an emergency basis; and
    (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

**["Hospital Stay"** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.**]**

**["Immediate Family"** means a Covered Persons spouse, [domestic partner], [civil union partner], parent, Child(ren) (includes legally adopted or step Child(ren), brother, sister, [step-Child(ren), grandchild(ren), or in-laws].]

**"Injury"** means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one Accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

**Insured Person** means an [employee] [member] of the Policyholder who is eligible and insured for coverage under the Policy and this Certificate and who is not a dependent.

**["Leased Aircraft"** means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:
(1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
(2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
(3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.**]**

["**Medically Necessary" or "Medical Necessity"** means a treatment, service or supply that is:
1) required to treat an Injury;
2) prescribed or ordered by a Physician or furnished by a Hospital;
3) performed in the least costly setting required by the condition;

4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

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

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Group Policy or this Certificate.**]**

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

**["Nurse"** means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).**]**

**[“Occurrence**” means all losses or damages that are attributable directly or indirectly to one cause or one series of similar causes. All such losses will be added together and the total amount of such losses will be treated as one Occurrence without regard to the period of time or the area over which such losses occur.]

**["Operated or Controlled Aircraft"** means an aircraft which:
(1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
(2) Can be used at the Policyholder's discretion; and
(3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

“Operated or Controlled Aircraft” does not include any Owned Aircraft.**]**

*{Applies only when Disability or Total Disability benefits are offered}*
[“**Other Income Benefits**” means any amounts that the Covered Person [or Covered Dependents] receive (or are assumed to receive) under:
1. any amounts received or assumed to be received by [the Covered Person] under:
   a) the Canada and Quebec Pension Plans;
   b) the Railroad Retirement Act;
   c) any local, state, provincial or federal government disability or retirement plan or law payable for Injury provided as a result of any employment the Covered Person may have;
   d) any sick leave or salary continuation plan;
   e) any work loss provision in mandatory No-Fault auto insurance;
   f) any Workers’ Compensation, occupational disease, unemployment compensation law or similar state of federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security disability or retirement benefits the Covered Person or any third party receives or is assumed to receive on his/her behalf;
3. any Retirement Plan benefits funded by the Covered Person’s employer. Retirement Plan means any defined benefit or defined contribution plan sponsored or funded by the Covered Person’s employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any employee savings plan including a thrift, stock or stock bonus plan, individual retirement account or 401K plan;

4. any proceeds payable under any group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, We will pay for its pro rata share of the total payable under one policy, without other insurance, bears to the total benefits under all such policies;
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.]

**["Owned Aircraft"** means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.**]**

**Physician** means a person who is a qualified practitioner of medicine. As such, He or She must be acting within the scope of his/her license under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

**"Policyholder" means** the entity shown as the Policyholder in the Schedule of Benefits.

**["Prescription Drugs" means** drugs which may only be dispensed by written prescription under Federal law, and reapproved for general use by the Food and Drug Administration.

**["Rehabilitation Facility"** means a non-residential facility that provides therapy and training rehabilitation services at a single location in a coordinated fashion, by or under the supervision of a physician pursuant to the law of the jurisdiction in which treatment is provided. The center may offer occupational therapy, physical therapy, vocational training, and special training such as speech therapy. The facility may be either of the following:

(a) A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
(b) A free standing facility ]

**["Sound Natural Teeth"]** means natural teeth, the major portion of the individual tooth which is present, regardless of filings and caps; and is not carious, abscessed, or defective.

**["Spouse"** means lawful spouse, if not legally separated or divorced, [or Domestic Partner][or Civil Partner].

**["Usual, Reasonable and Customary** means:
(1) With respect to fees or charges, fees for medical services or supplies which are;
  (a) Usually charged by the provider for the service or supply given; and
  (b) The average charged for the service or supply in the locality in which the service or supply is received; or
(2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

**We, Our, Us** means United States Fire Insurance Company underwriting this insurance.

**You, Your, Yours, He or She** means the Covered Person who meets the eligibility requirements of the Policy and this Certificate and whose insurance under the Policy and this Certificate is in force.

## ELIGIBILITY FOR INSURANCE

Persons eligible to be insured under the Policy and this Certificate are those persons described as an ELIGIBLE CLASS on the [Application][enrollment form] [Schedule of Benefits] [who have completed any applicable Waiting Period.] This includes anyone who may become eligible while the Policy is in force.

We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

[An Insured Person's Dependent(s), as applicable, are eligible on the latest of the date:
1) the Insured Person is eligible, if the Insured Person has Dependents on that date; or
2) the date the person becomes a Dependent; or
[3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent.]

[If the Insured Person is in a Class of Eligible Persons and is also eligible as a Dependent, He or She may be Covered only once under the Policy and this Certificate. In no event will a Dependent be eligible if the Insured Person is not eligible.]

## EFFECTIVE DATES OF INSURANCE:

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

**Covered Person's Effective Date:**
A Covered Person will become an insured under the Policy and this Certificate, provided proper premium payment is made, on the latest of:
(1) The Effective Date of the Policy; or
(2) The day He becomes eligible, subject to any required waiting period, according to the referenced date shown in the Application/Enrollment Form][Schedule of Benefits]

**[**Newborn Children Coverage: We will pay benefits for a newborn Child from the moment of birth. You must give Us notice within [31, 60] days of the birth of the Child. If notice is not given within [31, 60] days, coverage for the newborn Child will terminate

[Newborn Adopted Children Coverage**:** In the case of adoption of a newborn Child, coverage will be on the same basis as a newborn Child if a written agreement to adopt such Child has been entered into by You prior to the birth of the Child, whether or not such agreement is enforceable.]

**[Newborn Child Exception**: This section does not apply to a newborn Child at that Child's birth if the Child is born to You while You are insured as a Dependent under the Policy and this Certificate. Benefits for Newborn Children apply only to a Child born to an Insured Person or their Spouse.]

[Adopted Children Coverage: Coverage for an adopted Child, other than a newborn, will begin from the date of placement in Your home. A notice of placement for adoption must be submitted to Us. If notice is not given within [31, 60] days, coverage for the adopted Child will terminate. ]

[Court Ordered Custody: A Child placed in court-ordered custody, including a foster Child will be covered on the same basis as an adopted Child.]

**[Deferred Effective Date**
If the Covered Person [or Dependent if applicable], is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date He or She returns to an Actively at Work status. A Dependent's insurance will not be in effect prior to the date a Covered Person is insured.]

## TERMINATION DATE OF INSURANCE:

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

The Policy terminates automatically on the earlier of:
1) The Policy Termination Date shown in this Policy; or
2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

The Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

**Covered Person's Termination Date**

Insurance for a Covered Person under the Policy and this Certificate will end on the earliest of:

(1) The Date the Policy Terminates;
(2) The date He is no longer in an Eligible Class as described in the Policy;.
(3) The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
    (a) The date the premium is fully earned; or
    (b) The Expiration Date of the Certificate.
    This does not include Reserve or National Guard duty for training;
(4) The end of the period for which the last premium contribution is made; or
(5) The date the Covered Person requests, in writing, that his/her coverage be terminated; or
(6) [The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below].

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

**[Dependent's Termination Date**

A Dependent's coverage under the Policy and this Certificate ends on the earliest of:

1) The date the Policy terminates; or
2) The date the Covered Person's coverage ends; or
3) The date the Dependent is no longer a Dependent; or
4) The last day of the period for which premiums have been paid.]

## PREMIUM PROVISIONS

**PREMIUMS:**

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium due dates are the first of every month unless otherwise stated in the Policy. Premium payment made in advance or for more than a one month period will not affect any provisions of the Policy or this Certificate with regard to change. Failure by the Policyholder [or Certificateholder] to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

[The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date. ]

**GRACE PERIOD**:

A grace period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period provided the Policyholder [or certificate holder] pays all the premiums due by the last day of the grace period, unless notice has been sent, in accordance with the TERMINATION provision, of the intent to terminate coverage under the Policy and this Certificate. Coverage will end if the premium is not paid by the end of the grace period.

**Changes in Premium Rate**

The Company may change the premium rates from time to time with at least [31, 60 days] advanced written or authorized electronic notice. Notice will be sent to the Covered Person's most recent address in Our records.
[No change in rates will be made until 12 months after the Policy Effective Date.] [An increase in rates will not be made more than once in a 12 month period.] However, the Company reserves the right to change rates at any time if any of the following events occur:

1) A change in the terms of the Policy and this Certificate.
2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.

3) A change in any federal or state law or regulation affecting the Policy and this Certificate and Our benefit obligation.
4) A change in the factors bearing on the risk assumed.
5) A misrepresentation in the information relied on in establishing the rate for the Policy and this Certificate
6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

**[NEWLY ACQUIRED SUBSIDIARIES**:

The premium for the Policy and this Certificate applies to the risks assumed on the Effective Date of the Policy and this Certificate. Eligible employees or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under the Policy and this Certificate, subject to the following conditions:
(1) The Policyholder has at least 50% controlling interest in the subsidiary.
(2) An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.
(3) Necessary underwriting information must be furnished for us to determine the additional risks assumed.
(4) Coverage will begin on the legal date of acquisition.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The Policyholder shall be liable for payment of premium for the period during which such coverage remains in effect.**]**

### [Reinstatement

The Policy and this Certificate may be reinstated within 31 days of lapse if it is lapsed for nonpayment of premium, if the Policyholder [or Certificateholder] submits written application to the Company, the Company accepts the application and the Policyholder [Certificateholder] makes payment of all overdue premiums.]

## SCOPE OF COVERAGE

We will provide the benefits described in the Policy and this Certificate to all Covered Persons who suffer a covered loss which:

(1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;

(2) Occurs while the person is a Covered Person under the Policu and this Certificate; and

(3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

**Terms of Payment for Benefits:**

[Each of the options below will be in or out depending upon the plan selected]

**[Primary Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the applicable benefit, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment] and [Coinsurance Percentage].

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:
(1) While the person is insured under this Certificate; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

Such benefits will be paid on a primary basis, regardless of any other coverage the Covered Person may have.
The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.
The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.**]**

**[Primary Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the first one hundred dollars ($100) of the Eligible Expenses incurred, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment] and [Coinsurance Percentage].

Additional Eligible Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.
The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:
(1) While the person is insured under this Certificate; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.
The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.**]**

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Certificate. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Partial Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, We will pay the Eligible Expenses incurred except:
(1) Those for Hospital Services (inpatient and outpatient); and
(2) Those for surgery (charges for a surgical procedure including pre- and post-operative care, an anesthetic and its administration),
subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment], and [Coinsurance Percentage].

Benefits for Expenses incurred for such Hospital Services and surgery charges will be paid only when they are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:
(1) While the person is insured under this Certificate; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS

The first Eligible Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS: and Subject to the specific maximums shown on the SCHEDULE OF BENEFITS**.**

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Certificate. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Full Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, We will pay the Eligible Expenses incurred, subject to any applicable [Deductible Amount], [Benefit Period], [Co-Payment],and [Coinsurance Percentage], that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:
(1) While the person is insured under this Certificate; or
(2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

[Failure by a Covered Person to follow the terms and conditions and/ or failure to utilize the network providers and facilities of His primary coverage will result in a benefit reduction of Covered Expense to [50%] of the amount otherwise payable under the Certificate. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by Your primary plan's HMO, PPO or other similar arrangement for provision of benefits or services, if applicable.]

**[Coordination of Benefits Provision:**

If a Covered Person is insured for Benefits under this Certificate, and is also covered for these Benefits under one or more other Plans, the benefits payable under this Certificate will be coordinated with the benefits payable under all other Plans.

Coordination of Benefits will be used to determine the benefits payable for a Covered Person for any Claim Determination Period if, for the Allowable Expenses incurred in that period, the sum of (1) and (2) below would exceed those Allowable Expenses:
(1) The benefits that would be payable under this Certificate without coordination; and
(2) The benefits that would be payable under all other Plans without the coordination of benefits provisions in those Plans.

The benefits that would be payable under this Certificate for Allowable Expenses incurred in any Claim Determination Period without Coordination of Benefits will be reduced to the extent required so that the sum of:
(1) Those required benefits; and
(2) All the benefits payable for those Allowable Expenses from all other Plans will not exceed the total of those Allowable Expenses.

Benefits payable under all other Plans include the benefits that would have been payable had proper claim been made for them.

However, the benefits of another Plan will be ignored when the benefits of this Certificate are determined if:
(1) The Benefit Determination Rules would require this Certificate to determine its benefits before that Plan; and
(2) The other Plan has a provision that coordinates its benefits with those of this Certificate and would, based on its rules, determine its benefits after this Certificate.

When Coordination of Benefits reduces the total amount otherwise payable in a Claim Determination Period for a Covered Person, each benefit that would be payable in the absence of Coordination of Benefits will be reduced in proportion. The reduced amount will be charged against any applicable benefit limit of this Certificate.

We reserve the right to release to or obtain from any other insurance company or other organization or person, any information that, in Our opinion, We or it needs for the purpose of the Coordination of Benefits.
When payments that should have been made under this Certificate based on the terms of this provision have been made under any other Plans, We have the right to pay to any other organization making these payments the amount it determines to be warranted. Amounts paid in this manner will be considered benefits paid under this Certificate. We will be released from all liability under this Certificate to the extent of these payments. When an overpayment has been made by us, at any time, We will have the right to recover that payment, to the extent of the excess, from the person to whom it was made or any other insurance company or organization, as We may determine.

**Benefit Determination Rules -** The rules below establish the order in which benefits will be determined:

(1) **Benefits not as a Dependent:**
The benefits of a Plan that covers the person for whom claim is made other than as a dependent will be determined before a Plan that covers that person as a dependent.

(2) **Dependent Benefits under Different Parent Plans:**
The benefits of a Plan that covers the person for whom claim is made as a dependent of the parent whose birthday falls earlier in the year will be determined before the benefits that covers that person as a dependent under the other parent's Plan.

When both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
However, if the other Plan does not have the rule described immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
Notwithstanding the foregoing, in the case of a dependent child of divorced or separated parents, the following rules will apply:
(a) If there is a court decree that establishes financial responsibility for medical, dental or other health care of the child, the benefits of the Plan that covers the child as a dependent of the parent so responsible will be determined before any other Plan, otherwise:
(b) The benefits of a Plan that covers the child as a dependent of the parent with custody will be determined before a Plan that covers the child as a dependent of a step-parent or a parent without custody;
(c) The benefits of a Plan that covers the child as a dependent of a step-parent will be determined before a Plan that covers the child as a dependent of the parent without custody.

(3) **Benefits for Person Longest Covered:**
When the above rules do not establish the order, the benefits of a Plan that has covered the person for whom claim is made for the longer period of time will be determined before a Plan which has covered the person for the shorter period of time.

**Right to Receive and Release Necessary Information**

For this section to work, We must exchange information with other plans. To do so, We may give to or get from any source all such information necessary. This will be done without the consent of or notice to any person. Any people claiming Benefits under this plan must give to Us the required information.

**Facility of Payment**

Another plan may pay a Benefit that should be paid by Us by terms of this section. If this happens, We may pay to such payor the amount required for it to satisfy the intent of this section. This will be done at Our discretion. Any amount so paid will be considered a Benefit under this plan. We will not be liable for such payment after it is made].

Whenever used in this provision:

**"Plan"** means any plan which provides Benefits or services for, or by reason of, Hospital, surgical, medical, or dental care, or treatment through:

(1) Group, blanket or franchise insurance coverage;
(2) Service plan contracts, group or individual practice or other prepayment plans;
(3) Coverage under any labor management trusteed Plans, union welfare plans, employer organization plans, professional organizations,self-funded plans or employee benefit organization plans which provides medical or dental benefits or services; or

(4) A government program, or statue, other than a state medical assistance plan that implements Title XIX of the Social Security Act of 1965;

(5) Medicare (Title XVIII of the Social Security Act); and

(6) Any part of a state auto reparation or indemnity act (no-fault insurance) with which the state permits coordination.

Plan does not include coverage under individual or family policies or contracts. Each Plan or part of a Plan that has a right to coordinate benefits will be considered a separate Plan.

**"This Plan"** means the medical care Benefits provided by the Policy and this Certificate.

**"Allowable Expense"** means any necessary, Usual, Reasonable and Customary item of expense, incurred while the person (for whom the claim is made) is insured, or is entitled to Benefits after insurance ends, under this Certificate; and at least a part of which is covered by any one of the Plans that covers the person for whom claim is made. When benefits from a Plan are in the form of services, not cash payments, the reasonable cash value of each service is both an Allowable Expense and a benefit paid.

**"Claim Determination Period"** means a calendar year or that part of a calendar year in which the person has been covered under this Certificate.**]**

## DESCRIPTION OF HAZARDS

We will pay benefits described in the Policy and this Certificate when a Covered Person suffers a Covered Loss or Injury as a result of a Covered Accident [during one of the Covered Activities listed in the Schedule of Benefits]. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

[Each Hazard listed below will be in-or-out depending on the coverage selected by the Policyholder.]

**[HAZARD : [FULL OCCUPATIONAL COVERAGE [(including Business Travel)]]**

We will pay the benefits described in the Certificate for an Accident which occurs while a Covered Person is:
1) on [the Policyholdersholders] premises; and
2) in the course of a Covered Person's job[; or
3) on a business trip authorized by the Policyholder.

This coverage does not include commuting between home and the place of work.

[This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:

1) the date a Covered Person returns to his or her home;
2) [the date a Covered Person returns to his or her place of work;] or
3) [the date the Covered Person makes a Personal Deviation].]

["Personal Deviation" means:
1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD: NON-EMPLOYEE/DIRECTOR (Business Travel Only)**

We will pay the benefits described in this Certificate for an Accident which occurs while the Covered Person is traveling to, participating in, or returning from:
(1) The Policyholder's committee or director's meeting;
(2) A trip taken at the Policyholder's request; or
(3) A trip for which he is reimbursed by the Policyholder for expenses incurred or services provided.

The trip must be authorized by the Policyholder. Coverage does not include an Accident which occurs while the Covered Person:
(1) Is commuting between the Covered Person's home and place of work; and
(2) Is taking part in Personal Deviations.

Coverage will start at the actual start of a trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. Coverage will end when the Covered Person:
(1) Arrives at his home [or place of work], whichever happens first; or
(2) Makes a Personal Deviation.

**[**Personal Deviations are not included.**]**

**"Personal Deviation"** means an activity:
(1) Not reasonably related to the Policyholder's business; or
(2) Not incidental to the Policyholder's business.

**[Exposure to the Elements or Disappearance:** This coverage includes exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking of a vehicle in which a Covered Person was traveling on business for the Policyholder.**]**.

A Covered Person will be presumed to have died, for purposes of this coverage if:
(1) He is in a vehicle which disappears; sinks; is stranded; or is wrecked in the course of a trip which would be covered by this Certificate; and
(2) His body is not found within one year of the Accident.**]**

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off an Aircraft, We will pay benefits, but only if:
(1) He is riding as a passenger only, and not as a pilot or member of the crew; and
(2) The Aircraft is not being used for:
  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).]

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard: [FELONIOUS ASSAULT [OCCUPATIONAL ONLY] [ON PREMISES OCCUPATIONAL ONLY]**

We will pay the benefits described in the Policy and this Certificate for an Accident which occurs while a Covered Person is:

- [on : or off of] [the Policyholder’s premises : the premises of His Regular Employer] [in the course of His Job : on Duty, in the course of His Job]; or
- [making a line of duty response to an emergency while off Duty and] [which results from]:
- a Felonious Assault upon His person; or
- the commission or attempt to commit by a person other than the Covered Person, any of the listed acts against [the Policyholder’s property : the property of the Covered Person : the property of the Covered Person's Regular Employer]:
- robbery;
- common law or statutory larceny;
- theft; or
- hijacking.

**"Felonious Assault"** means:
[• an act of violence against the Covered Person; or
• an act which reasonably puts the Covered Person in fear of physical violence to His person.]

[**"Job" :** or : **"Duty"**] means any [work : acts] done according to standards set by [the Policyholder : the Covered Person's Regular Employer] for which the Covered Person is paid.

[**"Regular Employer"** means the employer for whom the Covered Person is actively employed 30 hours or more per week.]

[Coverage under this Hazard will not apply if the Felonious Assault was committed by another member, employee or family member.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a [covered loss/injury], only once, even if coverage was provided under more than one Hazard.]]

**[HAZARD: EXPOSURE TO THE ELEMENTS OR DISAPPEARANCE**

Subject to all other terms and conditions of this Certificate, We will:

(1) Pay the applicable benefit under **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS** for a Covered Person's loss specified therein, which results from exposure to the elements or disappearance due to:
   (a) The forced landing; stranding; sinking; or wrecking of a vehicle in which a Covered Person was traveling; and
   (b) Such incident occurs from an Accident for which this Certificate provides coverage under the Description of Hazards; or

(2) Presume that a Covered Person has died if:
   (a) A vehicle in which he is traveling disappears; sinks; is stranded; or is wrecked; as a result of an Accident for which this Certificate provides coverage under the Description of Hazards; and
   (b) His body is not found within one year of the Occurrence of (2)(a) above.

**[**Travel must be authorized by the Policyholder and for its business.**]**

[Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD: OWNED AIRCRAFT COVERAGE**

We will pay the benefits described in this Certificate for a Covered Person's Covered Loss as a result of an Accident, to the extent such coverage is not provided by this Certificate, which occurs while the Covered Person is:

1) riding in, or getting on or off of, a covered Aircraft; or
2) as a result of a Covered Person being struck by a covered Aircraft.
[3) away from the Policyholder's premises in the Covered Person's city of permanent assignment.]
[4) on business for the Policyholder; and]
[5) in the course of the Policyholder's business.]

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:
1) the date a Covered Person returns to his or her home;
2) the date a Covered Person returns to his or her place of work; or
3) the date a Covered Person makes a Personal Deviation.

"Personal Deviation" means:
1) an activity that is not reasonably related to the Policyholder's business; and
2) not incidental to the purpose of the trip.

**Aircraft Restrictions -** If the Covered Accident happens while a Covered Person is riding in, or getting on or off of, an aircraft, We will pay benefits, but only if:
1) he or she is riding as a passenger only, and not as a pilot or member of the crew; and
2) the aircraft has a valid certificate of airworthiness; and
3) the aircraft is flown by a pilot with a valid licensed ; and
4) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection ; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
5) a military aircraft, other than transport aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]
**[Hazard #: PASSENGER CAR [(Business Travel Only ][ Business and Pleasure Travel)]**

We will pay the benefits described in the Certificate for any of the types of Accidents described below [which occur:
- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder's business].

All such trips must be authorized by the Policyholder.]

[Coverage is only provided when the fare is charged to the [Policyholder's : Covered Person's] credit card.]

**A.** **Travel In A Passenger Car** - We will pay benefits for Injuries caused by an Accident which happens while a Covered Person is driving or riding in a Passenger Car.

We will not pay benefits if:
- the car was being used as a taxicab, bus, or other public conveyance; or
- the Covered Person was driving for pay or hire; or
- the Covered Person was taking part in a race or speed contest.

**B.** **Being Struck By A Passenger Car** - We will pay benefits for Injuries which occur as a result of a Covered Person being struck by a Passenger Car.

**"Passenger Car"** means a validly-registered four-wheel private passenger automobile, station wagon, jeep, pick-up truck, self-propelled motor home or van-type motor vehicle.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD #: 24 HOUR COVERAGE (except pilots, crew members and Owned Aircraft)**

Subject to the Policy and Certificate provisions and Exclusions, We will pay the Benefits described in this Certificate for any Accident which happens to a Covered Person while He is covered by this Certificate. This includes travel or flight in an Aircraft except as restricted below.

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off, an Aircraft, We will pay benefits, but only if:

(1) He is riding as a passenger, and not as a pilot or member of the crew; and
(2) The Aircraft is not being used for:
  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).**]**

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft

[Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard # : [24 HOUR COVERAGE WHILE TRAVELING ON BUSINESS AWAY FROM THE PREMISES OF THE POLICYHOLDER [(Owned Aircraft Not Covered)]**

We will pay the benefits described in the Certificate for an Accident which occurs while an Covered Person is traveling:

- away from the premises in His City of Permanent Assignment; and
- **on business for the Policyholder, and in the course of the Covered Person's business.**

All such trips must be authorized by the Policyholder.

This coverage does not include:

[• Commuting][; or]
[• Personal Deviations by the Covered Person].

**["City of Permanent Assignment"** means the city or town where the Covered Person's regular place of work is located.

If an Covered Person travels to another city, and is expected to remain or remains there for more than [60 days], this shall be deemed a change in His City of Permanent Assignment.]

[**"Commuting"** means regular travel between the Covered Person's home and [regular] place of work.]

[**"Personal Deviation"**, as used here, means an activity that is not reasonably related to the Covered Person's business, including vacations or leave of absences, and are not incidental to the business trip.]

This coverage will start at the actual start of a trip. It does not matter whether the trip starts at the Covered Person's home, [regular] place of work, or other designated place. This coverage will end when the Covered Person:

- arrives at His home, regular place of work, or other designated place, whichever happens first; or

[• makes a Personal Deviation.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

[**HAZARD # : FOREIGN BUSINESS TRAVEL COVERAGE [24 Hour Coverage]]**

We will pay the benefits described in the Certificate for an Accident which occurs while a Covered Person is:
1) Traveling or making a stay not to exceed [2-14] days [outside of the United States : away from the Covered Person's Home Country]; and

2) on business for the Policyholder; and
3) in the course of the Policyholder's business.

["Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.]

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, [place of work], or other place. It will end on the first of the following dates to occur:
1) the date a Covered Person returns to his or her home;
2) [the date a Covered Person returns to his or her place of work]; or
3) [the date a Covered Person makes a Personal Deviation].

["Personal Deviation" means:
1) an activity that is not reasonably related to [the Policyholder's business : Policyholder's activities]; and
2) not incidental to the purpose of the trip.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[ HAZARD #: PERSONAL DEVIATIONS COVERAGE – LIMITED**

We will pay the benefits described in this Certificate for any Accident which occurs while a Covered Person engages in a Personal Deviation while traveling:
(1) Outside his city of permanent assignment; and
(2) On business for the Policyholder.

**"Personal Deviation"** as used here, means an activity that:
(1) Is not reasonably related to the Policyholder's business;
(2) Is not incidental to the Policy holder's business; and
(3) Occurs prior to the scheduled end of the business travel.

**[**Chargeable vacation time is not included.**] ]**

**[ HAZARD #: PERSONAL DEVIATIONS COVERAGE – BROAD**

We will pay the benefits described in this Certificate for any Accident which occurs while a Covered Person engages in a Personal Deviation while traveling:
(1) Outside his city of permanent assignment; and
(2) On business for the Policyholder.

**"Personal Deviation"** as used here, means an activity that:
(1) Is not reasonably related to the Policyholder's business;
(2) Is not incidental to the Policyholder's business; and
(3) Occurs up to [1, 2, 3, 4, or 5] days before or after the scheduled end of the business travel.

**[**Chargeable vacation time is not included.**] ]**

**[ HAZARD #: SPECIFIC ACTIVITY**

We will pay the benefits described in this Certificate, to the extent this Certificate does not provide coverage, for a covered loss by [a Covered Person engaged in (*insert special activity)].*

Such activity must be:
(1) Under the auspices of the Policyholder;
(2) Authorized by the Policyholder; or
(3) Within the duties of his relationship to the Policyholder.

**[Aircraft Restrictions** - If the Accident happens while a Covered Person is riding in, or getting on or off an Aircraft, We will pay benefits, but only if:
(1) He is riding as a passenger only, and not as a pilot or member of the crew; and
(2) The Aircraft is not being used for:
  (a) Crop dusting, spraying, or seeding; fire firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: ALL CONVEYANCES - Except Owned Aircraft (Business Travel Only)**

We will pay the benefits described in this Certificate for any of the types of Accidents described below, which occur:
**[**(1) While the Covered Person is traveling on business for the Policyholder; and
(2) In the course of the Policyholder's business.

All such trips must be authorized by the Policyholder.**]**

**[A. Travel in an Aircraft** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is riding only as a passenger in, or getting on or off of:
(1) A civil Aircraft that is not being used for:
  (a) Crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
  (b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or
(2) A military Aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.**]**

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.]

We will also pay benefits if a Covered Person has to make a parachute jump from such an Aircraft to save his life.

**[B. Travel in Other Vehicles** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is driving (except for pay or hire), riding as a passenger in, or getting in or out of, any other land or water vehicle.]

**[C. Being Struck by a Vehicle** - We will pay benefits for Injury which occurs as a result of a Covered Person being struck by any land or water vehicle, or by any Aircraft.]

**[D. Exposure or Disappearance** - We will pay benefits for Injury caused by exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking; of a vehicle in which the Covered Person was riding, in the course of a trip which would be covered by this Certificate.

A Covered Person will be presumed to have died, for purposes of this coverage, if:
(1) He is in a vehicle which disappears, sinks, or is stranded or wrecked; and
(2) His body is not found within one year of the Accident.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: ALL CONVEYANCES, Except Owned Aircraft (Business & Pleasure Travel)**

We will pay the benefits described in this Certificate for any of the types of Accidents described below [which occur:

- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder's business].

[All such trips must be authorized by the Policyholder.]

**[A. Travel in an Aircraft** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is riding only as a passenger in, or getting on or off of:
(1) A civil Aircraft that is not being used for:
(a) Crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
(b) Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or
(2) A military Aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.]

**[Aircraft Not Covered** - We will not pay benefits if the Aircraft is any of the following:
(1) Leased Aircraft;
(2) Operated or Controlled Aircraft; or
(3) Owned Aircraft.**]**

[We will also pay benefits if a Covered Person has to make a parachute jump from such an Aircraft to save his life.]

**[B. Travel in Other Vehicles** - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is driving (except for pay or hire), riding as a passenger in, or getting in or out of, any other land or water vehicle.]

**[C. Being Struck by a Vehicle** - We will pay benefits for Injury which occurs as a result of a Covered Person being struck by any land or water vehicle, or by any Aircraft.]

**[D. Exposure or Disappearance** - We will pay benefits for Injury caused by exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking; of a vehicle in which the Covered Person was riding, in the course of a trip which would be covered by this Certificate.

A Covered Person will be presumed to have died, for purposes of this coverage, if:
(1) He is in a vehicle which disappears, sinks, or is stranded or wrecked; and
(2) His body is not found within one year of the Accident.**]**

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.]

**[ HAZARD #: POLICYHOLDER FUNCTIONS**

Subject to all other provisions of this Certificate, coverage is provided for a Covered Person while he is:
(1) Attending or participating in a Supervised or Sponsored Activity; or
(2) Attending a Policyholder function.

The Covered Person must be:
(1) On the premises of the Policyholder:
  (a) During its normal hours;
  (b) During scheduled functions; or
  (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
(2) Not on Policyholder premises and attending or participating in a Supervised or Sponsored Activity;
(3) Traveling directly, without interruption:
  (a) Between his home and the Policyholder's premises for participation in a Supervised or Sponsored Activity;
  (b) Between the site of the Supervised or Sponsored Activity and his home or the Policyholder's premises.
  (c) In a vehicle which is:
    (i) Designated or furnished by the Policyholder;
    (ii) Operated by a properly licensed adult driver; and
    (iii) Under the direct supervision of the Policyholder; or
  (d) In a vehicle other than that described in (3)(c) when:
    (i) Operated by a properly licensed driver; and
    (ii) Travel time does not exceed an hour each way.

Travel time includes the time:
    (i) To or from home, the Policyholder's address and the Supervised or Sponsored Activity;
    (ii) Before the appointed time; and
    (iii) After the Supervised or Sponsored Activity is completed.

“Supervised and Sponsored Activity” means a Policyholder authorized function:
(1) in which the Covered Person participates;
(2) which is organized by or under its auspices; and
(3) which is within the scope of customary activities for such entity.

Unless otherwise stated, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.**]**

**[Hazard #: INDEPENDENT CONTRACTOR COVERAGE]**

We will pay benefits described in the Certificate for a Covered Accident which happens while the Covered Person is performing the regular duties as an Independent Contractor [Dispatched by the Policyholder]. Coverage begins at the time the specified contractual duties begin and continues until the specified contractual duties end.

“Independent Contractor” means a person performing contract obligations as a [type of contractor] who is under contract with the Policyholder and for whom a premium has been paid. Such contract obligations must arise out of the Independent Contractor’s contract for contract payment in the normal course of the Policyholder’s trade or business.

[“Dispatched by the Policyholder” means the Policyholder directing the Covered Person to transport an authorized load for the Policyholder.]

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than on Hazard.]]

**[HAZARD** : **WAR RISK COVERAGE]**

The Company hereby waives the exclusion in the section entitled ‘Exclusions’ with regard to declared or undeclared War provided a Covered Person suffers a loss covered under this Certificate, due to or contributed by declared or undeclared War occurring worldwide except if:

1) the Covered Person is a resident of and traveling in his/her country of origin or citizenship; or
2) the Covered Person is traveling within the geographical limits, territorial waters or the airspace above the following designated Hazardous War Risk Countries:

   [Insert listing of Hazardous War Risk Countries or states where coverage is not applicable.]

As a condition to cover travel as defined in this Hazard occurring in a designated Hazardous War Risk Country, the Policyholder must:

1) submit to the Company the following information on behalf of each Covered Person traveling to a Hazardous War Risk Country, prior to such travel:
   a) The name of the Covered Person;
   b) The specific itinerary and destination(s) within the Hazardous War Risk Country;
   c) The beginning and end dates of the Covered Person’s travel to the Hazardous War Risk Country(ies);
   d) The Covered Person’s Principal Sum; and
   2) pay any additional required premium due for such travel.

The Company may, within 10 days written notice to the Policyholder, make additions and deletions to the list of countries designated as Hazardous War Risk Countries, that in the Company’s opinion, are required to accurately reflect existing war risk conditions. The Company may also, at any Policy Anniversary and with at least [31,60] days written notice to the Policyholder, request information regarding any/all travel by a Covered Person to countries other than the Covered Person’s country of origin or country of citizenship.

Coverage provided by this Hazard may be terminated by the Policyholder at any time upon written notice to the Company. Termination will occur on the date the written notice is received by the Company or on the date specified in the written notice, if later. The Company may, with at least [10-30] days prior written notice to the Policyholder, terminate the coverage provided under this Hazard. Termination will occur on the date specified in the written notice.

**“War”** means armed conflict, hostilities or warlike operations (whether war be declared or not) by order of any government or public authority including but not limited to invasion, acts of any enemy foreign to the nationality of the Covered Person or the country in (or over) which the act occurs, civil war, riot, rebellion, insurrection, revolution, overthrow of the legally constituted government, civil commotion assuming the proportions of (or amounting to) an uprising, military or usurped power, or explosion of war weapons.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[HAZARD : BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION]**

We will pay benefits described in the Certificate for an Accident if:

1) The Covered Person is on the Policyholder's premises when the Covered Accident occurs;
2) The Covered Accident is caused by or results from a Bomb Scare, Search or Explosion as defined below;
3) The Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity; and
4) The Policyholder authorizes the Covered Person's participation and sanctions the Search.

**"Bomb"** means any real or dummy explosive device placed with intent to damage, scare or cause injury.

**"Scare"** means any real or false report of a Bomb on the premises of the Policyholder.

**"Search"** means any organized search for a reported Bomb.

**"Explosion"** means any detonation of a Bomb on the Policy holder's premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States or acceptance of known explosives as cargo.

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

**[Hazard : ACTS OF TERRORISM [Business Only : Business and Pleasure]**

We will pay the benefits described in the Certificate for an Accident which is caused by an Act of Terrorism.

**"Acts of Terrorism"** means violence which is:

- committed against non-combatants;
- premeditated and politically motivated; and
- committed by:
- a person or persons not acting on behalf of a sovereign state; or
- clandestine state agent(s).

[Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.]]

## DESCRIPTION OF BENEFITS

**[BENEFITS FOR ACCIDENTAL DEATH, [ DISMEMBERMENT], [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS**

If, within 1-year from the date of an Accident covered by the Policy and this Certificate, Injury from such Accident, results in Loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

| Loss | Percentage of Principal Sum |
|---|---|
| [Loss of Life | [100%]] |
| [Brain Death | [50-100%] |
| [Loss of Both Hands | [50-100%]] |
| [Loss of Both Feet | [50-100%]] |
| [Loss of Entire Sight of Both Eyes | [50-100%]] |
| [Loss of One Hand and One Foot | [50-100%]] |
| [Loss of One Hand and Entire Sight of One Eye | [50-100%]] |
| [Loss of One Foot and Entire Sight of One Eye | [50-100%]] |
| [Loss of Speech and Hearing (both ears) | [50-100%]] |
| [Quadriplegia (total Paralysis of both upper and lower limbs) | [50-100%]] |
| [Paraplegia (total Paralysis of both lower or upper limbs) | [25-50%]] |
| [Loss of One Hand | [25-50%]] |
| [Loss of One Foot | [25-50%]] |
| [Loss of Entire Sight of One Eye | [25-50%]] |
| [Loss of Speech | [25-50%]] |
| [Loss of Hearing (both ears) | [25-50%]] |
| [Hemiplegia (total Paralysis of upper and lower limbs on one side of body) | [25-50%]] |
| [Uniplegia (total Paralysis of one lower or upper limb) | [10-25%]] |
| [Loss of Thumb and Index Finger of the Same Hand | [10-25%]] |
| [Coma Benefit | [10-25%]] |

**Brain Death m**eans irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.]

"Coma" means total loss of use of the body or being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma and if the Coma continues for at least 30 consecutive days, the Company will pay a benefits equal to [1]% of the Covered Person's Principal Sum, the sum of which shall not exceed [25%] of the Covered Person's Principal Sum.

No benefit is provided for the first 30 days of Coma. The benefit is paid monthly, beginning on the 31st day of the Coma and ends on the earliest of:

1) the date the Coma ends, whether by death, recovery, or any other change of condition; or
2) after 11 continuous months of benefit payments by the Company. the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person's Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Certificate as a result of the same Accident which caused the Coma, or if he or she remains in a Coma at the end of 11 continuous months, an additional benefit will be paid equal to the Covered Person's Amount of Insurance less any Coma Benefits paid or other benefits payable under this Certificate for any other losses incurred as a result of the same Accident.

Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses co**mbined, including this Coma Benefit, which are incurred as the result of the same Accident.**

The Covered Person's designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

**[Loss of a hand or foot** means complete Severance through or above the wrist or ankle joint. ]

**[Loss of sight** means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. ]

**[Loss of speech** means total, permanent and irrecoverable loss of audible communication.]

**[Loss of hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means. ]

**[Loss of a thumb and index finger** means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).]

**["Severance"** means the complete separation and dismemberment of the part from the body.]

**["Paralysis"** means loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.**]**

## [ACCIDENT MEDICAL [and DENTAL] EXPENSE BENEFITS]

We will pay Accident Medical [and Dental] Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Co-Payment, Coinsurance Factors, Benefit Periods, Benefit Maximums and other terms or limits shown below and in the Schedule of Benefits.

Accident Medical Expense Benefits are only payable:
1) for Usual and Customary Charges incurred after the Deductible has been met;
2) for those Medically Necessary Eligible Expenses incurred by or on behalf of the Covered Person;
3) for Eligible Expenses incurred within [30-365] days after the date of the Covered Accident.

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

[Each Eligible Medical Expense listed below will be in-or-out depending on the plan selected by the Policyholder. However, any benefits required by state law/regulation will always be included.]
[Eligible Medical Expenses, from a Covered Accident, include:

1) **[Hospital Admission Expenses:** Charges for each hospital admission as shown in the Schedule of Benefits]

   **Recurrent Admissions:** Separate Hospital admissions due to Injuries from the same Accident will be treated as one Hospital admission, unless separated by at least **[** 3-12 months.**]**

2) **[Hospital room and board expenses**: charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.]

3) **[Intensive Care/[Cardiac Care] Room and Board** - charges for each day of Intensive Care/[Cardiac Care] Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.]

4) **[Hospital Miscellaneous** – services, supplies and charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous services include services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take-home drugs) or medicines; therapeutic services; and supplies. Miscellaneous services do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.]

5) **[Outpatient Pre-Admission Testing Benefit** – charges for Pre-admission testing (inpatient confinement must occur within 7 days of the testing)

6) [**Outpatient Hospital Expenses/Emergency Room Treatment** - We will pay this benefit up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit. if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident. This Benefit will cover all services needed during the course of treatment in an Emergency Room.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

7) [**In-Patient Surgical Benefits** - charges for:

(a) A Physician, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

(b) A Physician, for: assistant surgeon duties up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon]

8) [**Anesthesia Benefit** – Anesthesia for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.]

**9)** **[Physician's Visits** - charges by a Physician for other than pre- or post-operative care:

(a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Visit – In-Hospital.

(b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Physician's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Physician's Visits.]

**10)** **[Diagnostic X-Ray and Laboratory Benefit -** We will pay the benefit shown in the Schedule of Benefits if the Covered Person requires diagnostic x -ray and/or laboratory examinations due to a Covered Loss, up to the Maximum Benefit per Covered Accident indicated in the Schedule of Benefits.]

**11)** **[Nursing Services** – Outpatient Charges for nursing services by a Registered Nurse or Licensed Professional Nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.]

**12)** **[Physiotherapy -** Charges for physiotherapy:

a. While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
b. As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, microtherm, [chiropractic], [adjustments], [manipulation], [acupuncture], [massage] or any form of physical therapy.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits***.]***

**13)** **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.

**14)** **Medical Equipment Rental/[Purchase]** - charges for a wheelchair or other medical equipment that has therapeutic value for the Covered Person up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

[Rental charges shall not exceed the lesser of the 6 month rental cost or the purchase price of the Medical Equipment.]

**15)** **Medical Services and Supplies** - Charges for medical services and supplies for:

(a) Oxygen and its administration;
(b) Blood and blood transfusions;
up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

**16)** **Dental Treatment** - Charges for dental treatment including dental x-rays for the repair and treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit. ]

17) **Mental or Nervous Disorders/Psychotherapy** - charges for treatment of a disorder that results directly or independently of all other causes from a Covered Accident, while Hospital confined or on an outpatient basis up to the Maximum Benefit Amount shown in the Schedule of Benefits. Benefits are limited to one treatment per day.

Mental and nervous disorders mean neurosis, psychoneurosis, psychopathic, psychosis, or mental or emotional disease or disorder of any kind.

## ADDITIONAL ACCIDENT BENEFITS *each benefit is optional and variable]]*

**[ASSOCIATION MEMBER BENEFIT**

We will pay the benefit shown in the Schedule of Benefits when the [Member] suffers a Covered Loss that occurs while attending or participating in [a specific event] sponsored by [XYZ Association or an XYZ Association affiliate] [excluding, including] while traveling to or from such event].

**[BEREAVEMENT & TRAUMA COUNSELING BENEFIT**

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person's Immediate Family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown in the Schedule of Benefits.

The counseling sessions must:
1) be required to assist the Covered Person and/or the Covered Person's Immediate Family members in coping with such loss;
2) be ordered and performed by a Physician; and
3) meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:
1) for which no charge would have been made if no insurance existed;
2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT**

We will pay this benefit if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met.

1) The Covered Person is on the Policyholder's premises when the Covered Accident occurs;
2) The Covered Accident is caused by or results from a Bomb Scare, Search or Explosion as defined below;
3) The Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity; and
4) The Policyholder authorizes the Covered Person's participation and sanctions the Search.

**Bomb** means any real or dummy explosive device placed with intent to damage, scare or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder.

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States or acceptance of known explosives as cargo.]

**[BURIAL AND CREMATION BENEFIT**

We will pay this benefit for burial or cremation of the Covered Person who suffers loss of life from an Injury resulting directly and independently of all other causes from a Covered Accident and for which Accidental Death benefits are payable under this Certificate. ]

**[CHILD CARE CENTER BENEFIT**

If a Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Certificate the Company will pay an additional benefit on behalf of a Covered Person's covered Dependent Child who, on the date of the Accident:

1) was under age [6-18] and a Covered Person under this Certificate; and
2) was enrolled in a Day Care Center on the date of the Covered Person's loss of life; or
3) subsequently enrolls within 90 days of the date of the Covered Person's loss of life in a licensed day care center.

The amount shall be payable per year equal to the lesser of the actual cost charged by a licensed day care center per year or the Amount shown in the Schedule of Benefits.

Child Care benefits are payable once a year for not more than four consecutive years, but only if such Dependent Child remains under [6-18] years of age and continues enrollment in a Child Day Care Center (proof of enrollment will be required).

[If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent Child that qualified, a default benefit shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

"Child Care Center" means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction. A Child Care Center does not include any of the following: 1) a Hospital; 2) the Child's home; 3) care provided during normal school hours while a Child is attending grades one through twelve.]

**[COMMON ACCIDENT BENEFIT**

We will increase the Loss of Life benefit payable for a Dependent spouse [or Domestic Partner] if both the Covered Person and the Dependent spouse [or Domestic Partner] die directly and independently of all other causes from a Common Accident and are survived by one or more Dependent Children.

"Common Accident" means the same Covered Accident or separate Covered Accidents that occur within the same 24-hour period.]

**[COMMON CARRIER BENEFIT**

If a Covered Person suffers a Loss, and the Covered Accident causing such loss occurs while the Covered Person is traveling as a fare paying passenger in or on (including getting in or out, on or off) or being struck by a Common Carrier, the Company will pay the amount shown in the Schedule of Benefits.

**"Common Carrier"** means:
(1) A public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers; or
(2) A transport Aircraft operated by the U.S. Military Airlift Command or a similar air transport service of another country.

[It does not include any aircraft or conveyance operated for sport, recreation, and/or sightseeing activities or for travel in any aircraft device for aerial navigation except as expressly provided herein.]

The Common Carrier benefit amount is shown in the Schedule of Benefits.**]**

**[EDUCATION BENEFIT**

If a Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Certificate the Company will pay an additional benefit as shown in the Schedule of Benefits to or on behalf of his or her Dependent Child who, on the date of the Accident, was:
1) under age 26 and Covered Person under this Certificate; and
2) enrolled as a full-time student in any accredited college, university or other institution of higher learning or a vocational or licensed technical school beyond the 12th grade level on the date of the Covered Person's loss of life; or
3) at the 12th grade level and subsequently enrolls as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school within 365 days after the date of the Covered Person's loss of life.

Education Benefits are payable once a year for not more than [one – four] consecutive years, but only while the Covered Person's Dependent Child continues as a full-time student [and maintains a G.P.A of [2.5 - 3.5] or better] (proof of enrollment and [grades] for each year will be required).

If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent Child that qualified, a lump sum benefit as shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

**[EMERGENCY ROOM BENEFIT**

We will pay this benefit if the Covered Person requires Emergency Room treatment due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

**Emergency Room** means a trauma center or special area in a Hospital that is equipped and staffed to give people emergency treatment on an outpatient basis. An Emergency Room is not a clinic or Physician's office.]

**[ESCALATOR BENEFIT**

We will increase the Covered Person's Principal Sum semi-annually or annually as shown in the Schedule of Benefits, subject to the following conditions:
1) The Covered Person must be under age 55 and
2) benefit amounts for an Covered Spouse, [Domestic Partner] or Dependent Child will not be increased.

The Principal Sum used to calculate this benefit will be the amount in force when the Covered Person first becomes covered under this benefit and this benefit will not compound pervious Escalator Benefit amounts.

Increases will become effective on each Policy anniversary after the Covered Person has been covered for 12 consecutive months. Benefit increases will occur automatically at the end of each 12-month period, for a maximum of three years.

Increases provided by this benefit will be calculated separately for each additional Principal Sum elected. The total amount of all increases will not exceed 10% to 50% of the original Principal Sum.

If the Covered Person's Principal Sum is reduced, any increases provided under this benefit will be reduced at the same proportion.

[This benefit will not apply to any Bonus Benefit.]

**[[FAMILY] RELOCATION BENEFIT**

We will pay the benefit shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the [Employee, Member] [[or] Spouse [or Dependent Child]] suffers a [Covered Loss] that occurs during Relocation.

This benefit is in effect beginning when the [Employee, Member] departs from his prior place of residence, or if later, his prior place of employment and begins travel to his new place of residence or employment. It ceases to be in effect [when the [Employee, Member] begins his first full day of employment at his new location [ or, if later, when the [Employee, Member] arrives at his new place of residence]] [7-15 days] from the date this coverage began.]

For purposes of this benefit, **Relocation** means a change in the [Employee's, Member's] assigned place of employment for the Policyholder which necessitates a change of residence, and for which [the Policyholder, Subscriber, Employer] pays travel expenses.

[This coverage [will [not]]be in effect during the [Employee's, Member's] Personal Deviation.]

**"Personal Deviation"** means an activity:
(1) Not reasonably related to the Policyholder's business; or
(2) Not incidental to the Policyholder's business.

**[FAMILY TRANSPORTATION BENEFIT**

If a Covered Person sustains a Covered Loss while on a trip covered under this Certificate, We will pay for reasonable costs incurred by an Immediate Family member for transportation by the most direct route by a licensed Common Carrier to the Hospital where the Covered Person is confined, up to the Maximum Benefit shown in the Schedule of Benefits.

The Covered Person must be undergoing a Hospital Stay, and the personal attendance of the Immediate Family member must be required and recommended by the attending Physician. [Covered transportation costs are limited to economy Common Carrier class transportation charges [, necessary ground transportation charges, food, and hotel charges.] [Transportation costs must be pre-approved by Us.]]

**[FELONIOUS ASSAULT BENEFIT**

Felonious Assault means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person's spouse, [Domestic Partner, Civil Union partner, Child, ; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

1) be intended to cause bodily harm to the Covered Person;
2) result in Injury to the Covered Person;
3) be considered a felony or a misdemeanor in the jurisdiction in which it occurs; and
4) be reported by or on behalf of the Covered Person to the appropriate law enforcement authority within 48 hours of its Occurrence.

Felonious Assault may include, but is not limited to, any of the following criminal acts: Robbery; Theft; Hijacking; Assault; Battery; Murder; Manslaughter; Civil Disturbance; or Kidnapping.]

The Maximum Benefit for this Felonious Assault Benefit is shown in the Schedule of Benefits. ]

**[HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident. The Company will reimburse the Covered Person for expenses incurred within one year after the date of such Covered Accident up to a maximum shown in the Schedule of Benefits, which is charged for:

1) Alterations to the Covered Person's residence that are necessary to make the residence accessible and habitable; or
2) Modifications to a motor vehicle owned or leased by the Covered Person or modifications to a motor vehicle newly purchased for the Covered Person that are necessary to make the vehicle accessible to and/or drivable by the Covered Person.

This benefit will be payable if all of the following conditions are met.
1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and

2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.]

The alterations to the Covered Person's residence and the modifications to the Covered Person's motor vehicle must be:
1) made on behalf of the Covered Person;
2) recommended by the physical or occupational therapist treating the Covered Person;
3) carried out by individuals experienced in such alterations and modifications; and
4) in compliance with any applicable laws or requirements requiring approval by the appropriate government authorities.

Only one benefit will be paid for all Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:
1) for which no charge would have been made if no insurance existed;
2) that exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred; or
3) incurred as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[HEART OR CIRCULATORY MALFUNCTION BENEFIT**

We will pay benefits for a Covered Person who suffers a sudden Heart or Circulatory Malfunction that results directly and independently of all other causes, from a Covered Accident and the first symptoms of the malfunction are medically diagnosed while the Covered Person is covered under this Certificate [and within 48 hours of a Covered Accident in the Line of Duty of the Covered Person.]

Benefits will not be payable if in the past year, the Covered Person was medically diagnosed as having, or received treatment for:
1) a heart or circulatory malfunction; or
2) hypertension, angina or other heart or circulatory condition.

Symptoms, such as shortness of breath, heart pain or numbness of a limb are covered during the first 48 hours [following Emergency Duty]. These symptoms are not covered beyond the first 48 hours unless:
1) they first occurred within 48 hours [of Emergency Duty]; and
2) an actual malfunction of the heart or circulatory system is subsequently diagnosed.

[**Emergency Duty** means responding in the Line of Duty to a fire or emergency call.]

**[Line of Duty** means performing the professional responsibilities of a qualified individual for the position the Covered Person holds.]]

**[HOSPITAL CONFINEMENT BENEFIT**

We will pay the Hospital Confinement benefit if a Covered Person is confined to a Hospital as an inpatient:
(1) Due to Injury which results directly and independent of all other causes from an Accident for which this Certificate provides coverage;
(2) At the direction and under the care of a Physician;

(3) Within [2-3] days of the Accident; and
(4) While His coverage is in effect.
Benefits are not paid during the Waiting Period. After the Covered Person has been Hospital confined for the Waiting Period, benefits will be retroactive for the first day of such confinement.

The [Daily][Weekly][Monthly] Benefit Amount will be paid for each month of continuous Hospital confinement after the Waiting Period, up to the Maximum Benefit amount for this benefit. Pro rata payments will be made for confinements of less than one month.

The Waiting Period, [Daily][Weekly][Monthly] Benefit Amount, Maximum Benefit Amount and Maximum Benefit Period are shown in the Schedule of Benefits for this benefit.

**Recurrent Confinements:** Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least **[6** months.**]**

**[IDENTIFICATION BENEFIT**

If a Covered Person suffers a Loss of Life while on a trip covered under this Certificate and at least [75-150] miles from home, We will pay for reasonable transportation costs incurred by an Immediate Family member for transportation to the city or town that the Covered Person is located for the purpose of identifying his body, up to the Maximum Benefit shown in the Schedule of Benefits. Travel by the Immediate Family member must be by the most direct route by a licensed Common Carrier to the town or city where the Covered Person is located.

The identification by the Immediate Family member must be required and recommended by the attending Physician. Reasonable transportation costs are limited to economy class common carrier transportation charges, necessary ground transportation charges, food, and hotel charges.

**[EMERGENCY MEDICAL EVACUATION EXPENSE**

We will pay the Eligible Expenses for emergency medical evacuation required by the Covered Person; while he is outside his home [state] [country] following a covered Injury if:

(1) The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while traveling from his or her principal residence to another city or foreign country, with at least 100 miles distance.
(2) The [Covered Person's Attending Physician] or the l[Covered Person's local attending Physician and the [authorized Travel Assistance Company] certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility if it is determined that adequate medical treatment is not locally available.

Benefits are payable for:
(1) Usual, Reasonable and Customary charges for medical services required for evacuation to the nearest adequate medical facility; and
(2) Usual, Reasonable and Customary charges for escort services required by the Covered Person, if he is disabled and an escort is recommended in writing by his Physician; and
(3) Ambulance services to the nearest airport and air ambulance upon departure; and
(4) Special air transportation costs to return the Covered Person to his home country, if his Physician recommends in writing that his condition requires a stretcher, oxygen or other special medical arrangements; and

(5) Expenses above the cost of a return airfare ticket held by the Covered Person or in the absence of a ticket, the cost of an economy airfare ticket.

Benefits are payable up to the Maximum Benefit amount shown in the Schedule of Benefits.

[If the Covered Person pays eligible expenses for a Covered Loss for which We believe a third party is liable, We will pay the benefits for emergency medical evacuation. However, if the Covered Person recovers payment from the third party, he or she must refund to Us the lesser of:
1) the amount We paid for the eligible expenses; and
2) an amount equal to the sum received from the third party for such expenses.

Benefits will not be paid for any of the following:
1) expenses that exceed the Maximum Benefit; or
2) expenses paid or payable by any Workers' Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.]

**OUT-PATIENT PRESCRIPTION DRUG BENEFIT**

We will pay the Eligible Expenses, subject to the Deductible Amount, [co-payment], and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Physician on an outpatient basis.

**Prescription Drug** means a drug which:
(1) Under Federal law may only be dispensed by written prescription; and
(2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:
(1) On or after the Covered Person's Effective Date; and
(2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.**]**

**[OUTPATIENT SURGERY BENEFIT**

We will pay this benefit when the Covered Person requires Outpatient Surgery to treat a Covered Loss resulting directly and independently from all other causes from a Covered Accident.

**Outpatient Surgery** means the treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including the usual aftercare for such procedure, that is:
1) necessary for treatment of the Covered Person; and
2) given in the outpatient department of a Hospital or an ambulatory surgical center.]

**[PERMANENT TOTAL DISABILITY BENEFIT – LUMP SUM PAYMENT**

We will pay the Principal Sum shown in the Schedule of Benefits a Covered Person:
(1) Is injured in an Accident which occurs while his coverage is in effect;
(2) Becomes Totally Disabled, directly independently of disease or bodily infirmity, within 30 days of the Accident;
(3) Continues to be Totally Disabled for 12 consecutive months; and
(4) Is then Permanently Totally Disabled.

However, the Principal Sum will be reduced by the amount of any benefits We have paid under **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSI** for loss by such Covered Person from the same Accident.

**"Totally Disabled"**, with respect to a Covered Person who is employed, means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.]

**"Permanently Totally Disabled"**, with respect to a Covered Person who is employed, means he is:
(1) Unable to perform any work for which he is, or may become, qualified by reason of education, training or experience;
(2) This inability is expected to continue for the balance of his lifetime; and
(3) Items (1) and (2) are certified by a Physician.
Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

**[PERMANENT TOTAL DISABILITY BENEFIT – [MONTHLY] PAYMENT**

We will pay a [monthly] benefit equal to the Principal Sum shown in the Schedule of Benefits if a Covered Person:
(1) Is injured in an Accident which occurs while his coverage is in effect;
(2) Becomes Totally Disabled, directly and independently of disease or bodily infirmity, within 30 days of the Accident;
(3) Continues to be Totally Disabled for 12 consecutive months; and
(4) Is then Permanently Totally Disabled.

[Monthly] benefits begin with the 13th month and will be paid until the earliest of:
(1) The death of the Covered Person;
(2) The date the Covered Person ceases to be Permanently Totally Disabled; or
(3) The date the total of all benefits We have paid for loss by the Covered Person from the same Accident equals his Principal Sum.

At the death of the Covered Person, while Permanent Total Disability Benefits are payable, We will pay any remaining balance in accordance with the Payment of Claims provision.

**Totally Disabled"**, with respect to a Covered Person who is employed, means the Covered Person is unable to perform the material and substantial duties of his regular occupation due to a Covered Accident. After the first 12 months, it means the Covered Person is unable to perform the material and substantial duties of any occupation for which He or She is, or may become, qualified by reason of education, experience or training, [which would provide them with substantially the same earning capacity as his or her prior earning capacity prior to the start of disability.]

**"Permanently Totally Disabled"**, with respect to a Covered Person who is employed, means he is:
(1) Unable to perform any work for which he is, or may become, qualified by reason of education, training or experience;
(2) This inability is expected to continue for the balance of his lifetime; and
(3) Items (1) and (2) are certified by a Physician.
Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.

The Covered Person must provide the Company proof that He or She is Permanently and Totally Disabled. The Company reserves the right, at the end of the 12 consecutive months of Permanent and Total Disability to determine, on the basis of all the facts and circumstances, that the Covered Person is Permanently and Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the Company's expense.]

**[TOTAL DISABILITY WEEKLY INCOME**

We will pay the Total Disability Weekly Income Benefit if:
(1) A Covered Person is injured by one of the types of Accidents described in this Certificate, which happens while he is covered for this benefit; and
(2) He becomes totally disabled as a direct result, and from no other cause, within 30 days of the Accident.

Benefits are payable on the first day after the end of the Waiting Period. We will pay this benefit until:
(1) The Covered Person dies, or
(2) The date the Covered Person is no longer Totally Disabled; or
(3) We have paid this benefit for the Maximum Benefit Period as shown on the Schedule of Benefits; or
(4) The Covered Person qualifies for benefits under a benefit titled as **BENEFITS FOR ACCIDENTAL DEATH,[ DISMEMBERMENT[, [LOSS OF SIGHT],[ SPEECH] AND [HEARING]; OR PARALYSIS** or as **PERMANENT TOTAL DISABILITY BENEFIT** in the Description of Benefits; or
(5) the date the Covered person fails to submit satisfactory proof of continuing Total Disability.

Proof of continued Total Disability must be certified by a Physician.

"Total Disability" / "Totally Disabled" means:
(1) During the Waiting Period for this Total Disability Weekly Income benefit, and for the next 12-months he can not do all the substantial and material duties of his type of work; and
(2) After that, a Covered Person cannot do any work for which he is or may become qualified for by reason of his education, experience, or training.

The Waiting Period, Weekly Income Benefit amount, and Maximum Benefit Period are shown in the Schedule of Benefits.**]**

**[REHABILITATION EXPENSE BENEFIT**

If a Covered Person suffers a Covered Loss the Company will reimburse the Covered Person for expenses incurred within [one - two] years after the date of the Covered Accident causing such loss, per Accident, which are charged for:

1) physical, occupational, speech or hearing therapy, or other rehabilitation training for which measurable improvement is expected within a reasonable time; and
2) Medically Necessary services or supplies related to rehabilitation therapy.

The therapy, training, services or supplies must:

1) meet generally accepted standards of medical practice;
2) be provided in a duly licensed Rehabilitation Facility; and
3) be provided by or under the supervision of a Physician.

Only one Rehabilitation Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:

1) for which no charge would have been made if no insurance existed;
2) in excess of the Usual and Customary Charges for similar services in the locality where the services are received; or
3) as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.]

**[REPATRIATION**

We will pay the Eligible Expenses incurred, subject to the [Deductible Amount], [Co-payment Amount],and [Coinsurance Percentage] shown in the Schedule of Benefits, if any, for returning a Covered Person's remains to his place of residence in his home country and state [or to the place of burial] if he dies directly and independently of all other causes from a Covered Accident outside of His home state or more than [75 - 150] miles from His place of residence.

Eligible Repatriation Expenses that are covered are:

(1)The cost of embalming or cremation;
(2) Minimally necessary coffin, urn or air tray; and
(3)Preparation and Transportation of the body or remains

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

**[SEATBELT BENEFIT**

We will pay the Seatbelt Benefit if loss of life for which this Certificate provides coverage to a Covered Person results from an Accident which occurs while the Covered Person is driving or riding in a Private Passenger Car, and:

(1) The private passenger car is equipped with original, factory-installed seatbelts;
(2) The seatbelt was in actual use by the Covered Person and properly fastened at the time of the Accident; and
(3) The use or position of the seatbelt is certified:
    (a) In the official report of the Accident; or
    (b) By the investigating officer.

However, if such certification is not available and it is unclear if the Covered Person was properly wearing a seatbelt, We will pay the Limited Seatbelt Benefit.

In the case of a child, seatbelt means a child restraint device, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.

**"Private Passenger Car"** means a validly registered four-wheel private passenger car, station wagon, jeep, pick-up truck, and van-type car. Private Passenger Car does not include a mobile home or any motor vehicle that is used in mass or public transit.

**Seat Belt** means those belts that form an occupant restraint system and includes infant and child passenger restraint systems when properly used with a seat belt.

The Seatbelt Benefit will not be paid for an Accident which occurs while the Covered Person is participating in a race, speed or endurance test.

The Seatbelt Benefit amount is shown in the Schedule of Benefits. ]

**[SPECIAL ADAPTATION EXPENSE BENEFIT**

We will pay this benefit for Adaptation Expenses incurred for a Covered Person who is Totally Disabled due to a Covered Accident, up to the Maximum Benefit stated on the Schedule of Benefits.

[Case management and concurrent review by Us is required for any Adaptation Expenses. Otherwise benefits will be reduced by [10% - 50%].]

“Adaptation Expenses” means expenses incurred for items or modifications:
1) approved by a Physician; and
2) Medically Necessary to accommodate the physical disability of the Covered Person as a result of a Covered Accident.]

**[SPECIAL COUNSELING BENEFIT**

We will pay benefits, as shown in the Schedule of Benefits for mental health counseling to assist the Covered Person in dealing with the Covered Loss that resulted from a Covered Accident, if he:
1) suffers any one of the Covered Losses shown in the Schedule of Covered Losses; and
2) obtains mental health counseling.]

**[SPOUSE [/ DOMESTIC PARTNER] RETRAINING BENEFIT**

The Company will pay an additional benefit as shown in the Schedule of Benefits to or on behalf of a Covered Person’s Dependent spouse [or Domestic Partner] who, on the date of the Accident:
1) was enrolled as a full-time student in any accredited college, university or other institution of higher learning or a vocational or licensed technical school on the date of the Covered Person’s loss of life; or

2) subsequently enrolls as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school within 30 months after the date of the Covered Person's loss of life.

Enrollment must be for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living.

This Benefit is payable once a year for not more than four consecutive years, but only while the Covered Person's Dependent spouse [or Domestic Partner] continues as a full-time student (proof of enrollment for each year will be required).

If, on the date of the Covered Person's loss of life, the Covered Person had no Dependent spouse [or Domestic Partner] that qualified, a lump sum benefit as shown in the Schedule of Benefits will be paid to the Covered Person's designated beneficiary.]

**[WAIVER OF PREMIUM BENEFIT**

If a Covered Person suffers a Covered Loss which results in the Covered Person being Totally Disabled, the Company will waive payment of all required premiums due for such Covered Person.

Premiums will be waived from the first premium due date on or after the date the Total Disability began and ends on the earliest of:

1) the date the Covered Person is deemed to be Actively at Work;
2) the date the Covered Person ceases to be covered under the Policy and this Certificate; or
3) the date the Policy and this Certificate terminates.]

**[AGE BASED REDUCTIONS**

At age [65] or more, benefits for a Covered Person will be based on the following percentages of His Principal Sum in effect without this provision.

| **Age On Date of Loss** | **Percentage of Principal Sum** |
|---|---|
| [65through 69] | [65-85%] |
| **[**70 through 74 | [55-65%] |
| [ 75 through 79 | [40-55%] |
| [ 80 through 84 | [30-40% |
| [ 85 and over | [15-25%] |

Premiums are based on the Principal Sum in force prior to applying the percentages in the above table. [With respect to Permanent Total Disability Benefits, for a Covered Person, coverage ends at age 70.] [ With respect to Permanent Total Disability Benefits payable for a Covered Person who becomes Permanently Totally Disabled at [age 70 or more,**]** the Permanent Total Disability Benefit, subject to all other terms of its Description of Benefits provision, will be paid while a Covered Person continues to be Permanently Totally Disabled, as follows:

(1) In monthly installments of 1% of a Covered Person's Principal Sum; and
(2) For a maximum of 12 months.]

## EXCLUSIONS

This Certificate does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following [even if the immediate cause of the loss is an Accidental bodily Injury,] unless otherwise covered under this Certificate by Additional Benefits:

[Each Exclusion listed below will be in-or-out depending on the plan.]

1. [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.]
2. [War or any act of war, declared or undeclared.]
3. [An Accident which occurs while the Covered Person is on Active Duty Service in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;]
4. [Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro rata premium upon request;**]**
5. [Participation in a riot or insurrection];
6. [Any Injury requiring treatment which arises out of, or in the course of fighting, brawling assault or battery.]
7. [Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an Accidental external bodily injury or accidental food poisoning.]
8. [Disease or disorder of the body or mind.]
9. [Mental or nervous disorders, except as specifically provided in this Certificate.]
10. [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.]
11. [Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.]
12. [Intoxication or being under the influence of any drug or narcotic]
13. [Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.]
14. [Driving under the influence of a controlled substance unless administered on the advice of a Physician;]
15. [Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs]
16. [Violation or in violation or attempt to violate any duly-enacted l aw or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
17. [Conditions that are not caused by a Covered Accident.]
18. [Covered Expenses for which the Covered Person would not be responsible in the absence of this Certificate.]
19. [Any treatment, service or supply not specifically covered by this Certificate.]
20. [Loss resulting from participation in any activity not specifically covered by this Certificate.]
21. [Charges which Are in excess of Usual, Reasonable and Customary charges.**]**
22. **[**Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;**]**
23. [Regular health check ups;]
24. [Services or treatment rendered by a Physician, Nurse or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.]
25. [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
26. [That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);**]**
27. **[**Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay
28. [Travel or activity outside the United States.]
29. [Participation in any motorized race or speed contest.]
30. [Aggravation or re-injury of a prior Injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.]
31. [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]
32. [Treatment of a hernia whether or not caused by a Covered Accident.]
33. [Treatment of Osgood-Schlatter's disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological or stress fractures, congenital weakness, whether or not caused by a Covered Accident.]
34. [Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.]

35. [Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.]
36. [Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Certificate.]
37. [Expense incurred for treatment of temporomandibular joint (TMJ) disoriders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofacial pain, except as specifically provided in this Certificate.]
38. [Dental care or treatment other than care of **[**sound**]**, **[**natural**]** teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;**]**
39. **[**Treatment for Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;**]**
40. [Eyeglasses, contact lenses, hearing aids braces, appliances, or examinations or prescriptions therefore;.]
41. **[**Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;**]**
42. [Travel in or upon:
    (a) [A snowmobile];
    (b) [A water jet ski]
    (c) [Any two or three wheeled motor vehicle, other than a motorcycle registered for on-raod travel];
    (d) [Any off-road motorized vehicle not requiring licensing as a motor vehicle;**]**
    [when used for [recreation] [competition].]
43. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
    i. [While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or]
    ii. [While being used for any test or experimental purpose; or]
    iii. [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
    iv. [while traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.]
    v. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
    vi. An ultra light, hang-gliding, parachuting or bungi-cord jumping;**]**

    [Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business [or pleasure] purposes.]
44. Treatment for an Injury that is caused by or results from a Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
    (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
    (ii) The Covered Person was within a 25-mile radius of the site of the release either:
        1) At the time of the release; or
        2) Within 24 hours of the start of the release; or
        3) Occurs while he is in **[**insert Specific Territory.**]]**

45. [Practice or play in any school or professional sports contest or competition.
46. [The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices; **]**
47. **[**Rest cures or custodial care;**]**
48. **[**Prescription medicines unless specifically provided for under this Certificate.**]**
49. [Elective or Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body; **]**
50. [Massage Therapy], [Physical Therapy] or [Acupuncture/Acupressure Services], unless otherwise specifically allowed for in the schedule of benefits.]
51. [Services rendered for detection and correction by manual or mechanical means (including x-rays incidental thereto) of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.]

## [AGGREGATE LIMIT

The Aggregate Limit of Liability is shown [in the Application] [on the Schedule of Benefits]. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Certificate is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.**]**

## CLAIM PROVISIONS

**NOTICE OF CLAIM**:

Written notice of death or injury must be given to Us within **[**30**]** days after a Covered Loss occurs or begins or as soon as reasonably possible. Notice can be given at Our administrative office as shown on the cover page or to Our authorized licensed agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.
If written notice is not received within [30] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the [30] day period; and
2) it is further shown that notice was given as soon as possible.

**CLAIM FORMS**:

When We receive the notice of claim, We will send forms for filing proof of loss. If claim forms are not sent within **[**15**]** days after receipt of such notice, the Proof of Loss requirements stated below will be deemed to have been met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

**PROOF OF LOSS**:

Written proof of loss must be furnished to Us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within **[**90 days**]** after the end of the period for which We are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within **[**90 days**]** after the date of such loss.

If the proof of loss is not submitted within [90] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the [90] day period; and
2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**[TIMELY FILING OF CLAIMS:**

All claims for benefits under this Certificate must be submitted to Us no more than [90 – 365 days] from the date of service or date of death. ]

**TIME OF PAYMENT OF CLAIMS**:

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

**PAYMENT OF CLAIMS**:

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Certificate.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Certificate .

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to **[**$1,000**]** to a relative by blood or marriage whom We believe is equitably entitled. This good faith payment satisfies Our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at Our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

**DESIGNATION OR CHANGE OF BENEFICIARY:**

Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order:

1) Beneficiaries designated in writing by the Covered Person for this Certificate on file with the Policyholder, if any, otherwise;
2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
3) In equal shares to the members of the first surviving class of those that follow, if any:
   a) a Covered Person's lawful spouse, if not legally separated or divorced, [or Domestic Partner;
   b) a Covered Person's natural Child, adopted Child, foster Child, stepchild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
   c) a Covered Person's parents, whether natural, step or adoptive; or
   d) a Covered person's Sisters or Brothers, otherwise.
4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

**[CONDITIONAL CLAIM PAYMENT:**

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will pay benefits if:
(1) The Covered Person first agrees in writing to refund the lesser of:
  (a) The amount We actually paid for such expenses; or
  (b) The amount actually received from the third party for such expenses; and
(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to Our payment of benefits under this Certificate, if the third party's liability is satisfied in an amount less than the benefits payable under this Certificate, We will pay the difference.**]**

**[EXPOSURE AND DISAPPEARANCE:**

A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

1) He disappears; and
2) His body is not found [within a year of the Accident]; and
3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.]

**PHYSICAL EXAMINATION [AND AUTOPSY]**:

We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination [or autopsy]. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

**[RECOVERY OF OVERPAYMENT:**

If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.
1) A request for lump sum payment of the amount [overpaid or paid in error] or
2) Reduction of any proceeds payable under this Certificate by the amount [overpaid or paid in error.]]

**[RECOVERY OF BENEFITS:**

We reserve the right to recover from a Covered Person any benefits We have paid to him for injuries:
(1) Received in a covered Accident; and
(2) Which are covered under:
  (a) workers' compensation or similar statutory remedies available under law; or
  b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.**]**

[“Recovery” means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.]

**[SUBROGATION:**

If We have paid benefits to a Covered Person for Injuries received in a covered Accident, and in Our opinion a third party may be liable, We will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.**]**

**LEGAL ACTIONS**:

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

## GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES**:

The Policy, this Certificate, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders, and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at Our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy or this Certificate will be valid until approved by one of Our executive officers. This approval must be endorsed on or attached to the Policy and this Certificate. No agent may change the Policy or this Certificate or waive any of its provisions.

**WORKERS' COMPENSATION INSURANCE**:

The Policy and this Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

**[RECORDS MAINTAINED**:

**[**The Policyholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under the Policy and this Certificate.

We shall be permitted to examine the Policyholder's records relating to coverage under this Certificate. Examination may occur at any reasonable time up to the later of:
(1) The two year period after the expiration of the Policyholder's coverage; or
(2) The final adjustment and settlement of all claims under the Policyholder's coverage.**]**

**[REPORTING REQUIREMENTS**:

The Policyholder or its authorized agent must report to us, by the premium due date:
(1) The names of all persons insured on the Effective Date of this Certificate;
(2) The names of all persons who are insured after the Effective Date of the Policy and this Certificate;
(3) The names of those persons whose insurance has terminated; and
(1) Additional information required as agreed to by us and the Policyholder].

**[CERTIFICATES OF INSURANCE**:

A certificate of insurance will be delivered to the Policyholder for delivery to each Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.**]**

**POLICY TERMINATION**:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

**CONFORMITY WITH STATE STATUTES**:

Any provision of the Policy and this Certificate in conflict on its effective date with the laws of the State of Issue indicated on the front page of the Policy and this Certificate is amended to conform to the minimum requirements of such laws.

**[OTHER COVERAGE WITH US:**

At any one time each Covered Person may have only one Certificate issued by Us having coverage similar to that described in the Policy and this Certificate. If we find He has more than one such Certificate, coverage will be provided under the plan that has been in force for the longer period of time. We will refund premiums paid for all other Certificates for concurrent periods of coverage.]

**CLERICAL ERROR:**

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

**ASSIGNMENT:**

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

**INSOLVENCY:**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy and this Certificate.

**NON-PARTICIPATING**:

The Policy and this Certificate is non-participating. It does not share in the Company's profits or surplus earnings.

**WAIVER:**

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

UNITED STATES FIRE INSURANCE COMPANY
Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

# GROUP ACCIDENT APPLICATION

**[1.POLICYHOLDER INFORMATION**

Applicant/Policyholder (Full Legal Name) _____

[Home Office]Address _____

City _____State _____Zip Code _____

Phone Number _____FAX Number _____

Type of business or organization:_____

**2. Requested Effective Date:** _____[March 1, 2013]_____

3. **Class of Eligible Persons**: [ See attached Schedule of Benefits]

4. **Description of Hazards and Benefits [** See attached Schedule of Benefits]

Persons who qualify within the Plans and classes described below are eligible to be insured under the Policy.

The Applicant/Policyholder agrees to the following terms.

1. The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plans.
2. The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium, if any, after delivery of the policy acts as acceptance of the terms and conditions of the policy.

The Applicant represents that the information provided to the Underwriting Company to determine the terms of the insurance applied for is true and correct and forms the basis of the requested insurance.

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

ACCEPTANCE:

_____Date:_____
(Signature and Title of Applicant's Authorized Representative)

_____
(City and State)

Accepted by: _____Date: _____
(Signature and Title of Underwriting InsuranceCompany Representative)

***[FOR COMPANY USE ONLY*:**

**SALES OFFICE:_____BROKER/AGENT:_____]**

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## [Enrollment Form] [Group Accident Insurance]

[Applicant] [Employee]{Member] (Full Legal Name) _____
(First, MI, Last)

Address _____ _____ _____ _____
Street City State Zip Code

Home Phone Number _____ [Cell Phone: _____] [E-Mail Address:_____]

DOB: _____[Social Security Number/ ITIN Number: _____]

[Gender: Male ☐ Female ☐ ] Name of Beneficiary_____ Relationship to Insured _____
(estate unless designated)

[Employer Name] _____][Date of Hire: _____][ Hours Worked _____ ]

[Employer Address: _____] Are you actively at work? ☐ YES ☐ NO

Spouse's Name : _____ [Gender: Male ☐ Female ☐ ] Spouse's DOB: _____
(If Spouse Coverage is Requested)[([Includes [Domestic Partner][Civil Union Partner])]

[List all eligible children for whom you are proposing coverage (from Youngest to Oldest):

| Name (First, MI, Last) | Gender | Date of Birth |
|---|---|---|
| | | |
| | | |
| | | |

]

[Plan of Benefits

| | Plan | Benefits | Premium |
|---|---|---|---|
| ☐ | [Plan 1 | [24 Hour Coverage] | |
| | | [[$50,000.00] Accidental Death & Dismemberment] | [$ ] |
| | | [[$5,000.00] Accident Medical Expense] | [$ ] |
| | | [[$100 per week] Total Disability] | [$ ] |
| | | [list other benefits] | [$ ] |

| | Plan | Benefits | Premium |
|---|---|---|---|
| ☐ | [Plan2 | [Full Occupational] | |
| | | [[$100,000.00] Accidental Death & Dismemberment] | [$ ] |
| | | [[$10,000.00] Accident Medical Expense] | [$ ] |
| | | [[$200 per week] Total Disability] | [$ ] |
| | | [list other benefits] | [$ ] ] |

[☐ [Employee][Member] [☐ [Employee][Member] & Spouse] [☐ [Employee][Member] & Children] [☐ Family] ]

Total Premium Due to Company [$ ]]

Requested Effective Date: [DD/MM/YYYY]

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CERTIFICATION: To the best of my knowledge and belief, the answers to the questions on this Enrollment are true and complete. They are offered to United States Fire Insurance Company as the basis for any insurance issued.
I have read the completed enrollment form and I realize any false statement or misrepresentation may result in loss of coverage under the Certificate.
I understand and agree that if this enrollment is accepted by the Company, coverage will begin on [the Requested Effective Date] [the date of acceptance] [the effective date of the Group Policy], subject to the payment of the required premium.

[Coverage will not become effective unless you [are actively at work and] meet all eligibility requirements on the date of the enrollment and the effective date of coverage.]

[I authorize [United States Fire Insurance Company] [my employer] [my agent] [the association] to deduct the appropriate dollar amount from my [earnings] [credit card] [bank account] and to deduct and pay United States Fire Insurance Company the premium required thereafter [each pay period] for my insurance.] [Deduction start date: _____]

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

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

Name on Card_____ Expiration Date_____

Credit Card Number _____ Cardholder Signature _____

Billing Address (if different from above) _____
(Street, City, State, Zip)

☐ Electronic Funds Transfer (Checking / Savings)

Routing /Transit Number _____

Bank Account Number _____]

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

Applicant Signature_____Date:_____

---

[Signature of Agent_____ Agent No.:_____ Date:_____State of Enrollment:_____]

UNITED STATES FIRE INSURANCE COMPANY
Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## ARKANSAS AMENDATORY RIDER

This Rider is attached to and made a part of Policy Number [12345] issued to [ABC Association] (the Policyholder).

This Amendatory Rider is attached to and made a part of the Policy/Certificate. The provisions of this Amendatory Rider are effective on the Effective Date and will expire concurrently with the Policy/Certificate, unless otherwise terminated.

The Policy/Certificate are hereby amended for Arkansas as follows:

**[DEFINITIONS**

The definition of **DEPENDENT** is amended as follows:

The 31 day requirement for due proof of a Child's incapacity is deleted. We will require notice of the Child's incapacity and dependency. In no event, however, will this requirement preclude eligible Dependents regardless of age. If dependency or incapacity is removed or terminated the Covered Person must notify Us.]

This Amendatory Rider does not change coverage or provisions in any other way and is subject to all provisions, terms, and conditions of the Policy/Certificate.

If there is a conflict between the Policy/Certificate and this Rider, the terms of this Rider will govern.

Signed for **United States Fire Insurance Company** By:

| Signature | Signature |
|---|---|
| Douglas M. Libby<br>Chairman and CEO | James Kraus<br>Secretary |

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

## Supporting Document Schedules

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | Flesch Certification | Accepted for Informational Purposes | 09/11/2012 |
| Comments: | In addition ot the attached fleach certification, we conform that the Arkansas Guranty Notice will be included with every policy and certificate. | | |
| Attachment(s): | | | |
| Group Accident Readability Cert Template.pdf | | | |

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | Application | Accepted for Informational Purposes | 09/11/2012 |
| Comments: | | | |
| Attachment(s): | | | |
| Group Accident App Final.pdf | | | |

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | EOV | Accepted for Informational Purposes | 09/11/2012 |
| Comments: | | | |
| Attachment(s): | | | |
| Accident policy EOV.pdf | | | |

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | Fraud Warning attachment | Accepted for Informational Purposes | 09/11/2012 |
| Comments: | | | |
| Attachment(s): | | | |
| Fraud Warning Statements.pdf | | | |

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | List of Associations | Accepted for Informational Purposes | 09/11/2012 |
| Comments: | Attached is a list of associations we wish to make this coverage available to. | | |

**State:** Arkansas **Filing Company:** United States Fire Insurance Company
**TOI/Sub-TOI:** H02G Group Health - Accident Only/H02G.000 Health - Accident Only
**Product Name:** Group Accident - Association - IAB
**Project Name/Number:** Group Accident-IAB/

Attachment(s):

List of Associations 2012.pdf

| | | Item Status: | Status Date: |
|---|---|---|---|
| Satisfied - Item: | Bylaws and Articles of Incorporation for the associations | Approved | 09/12/2012 |
| Comments: | | | |

Attachment(s):

IAB BYLAWS,ARTICLES ETC.pdf
IAB Bylaws - Current.pdf

**UNITED STATES FIRE INSURANCE COMPANY**
Administrative Offices: 5 Christopher Way • 3rd Floor • Eatontown, NJ 07724

# READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms achieved a combined Flesch Reading Ease Score and are in compliance with applicable laws and regulations as follows:

| Form # | Title | Combined Flesch Score |
|---|---|---|
| | | 44.2 |
| GAP 30000 | Group Accident Policy | |
| GAC 30000 | Group Accident Certificate | |
| GAE 30000 | Enrollment Form - Group Accident Coverage | |
| GAA 30000 | Master Group Application – Group Accident Coverage | |
| GAR 30000 | Administrative Change Rider | |
| | | |
| | | |

United States Fire Insurance Company

Signature

Gary M. McGeddy

Printed Name

Executive Vice President

Title

July 23, 2012

Date

UNITED STATES FIRE INSURANCE COMPANY
Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

# GROUP ACCIDENT APPLICATION

**[1.POLICYHOLDER INFORMATION**

Applicant/Policyholder (Full Legal Name) _____

[Home Office]Address _____

City _____State _____Zip Code _____

Phone Number _____FAX Number _____

Type of business or organization:_____

**2. Requested Effective Date:** _____[March 1, 2013]_____

3. **Class of Eligible Persons**: [ See attached Schedule of Benefits]

4. **Description of Hazards and Benefits [** See attached Schedule of Benefits]

Persons who qualify within the Plans and classes described below are eligible to be insured under the Policy.

The Applicant/Policyholder agrees to the following terms.

1. The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plans.
2. The consideration for the requested insurance is the Underwriting Company's acceptance of this application and the Applicant's payment of the required premium when due. Payment of the required premium, if any, after delivery of the policy acts as acceptance of the terms and conditions of the policy.

The Applicant represents that the information provided to the Underwriting Company to determine the terms of the insurance applied for is true and correct and forms the basis of the requested insurance.

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

ACCEPTANCE:

_____Date:_____
(Signature and Title of Applicant's Authorized Representative)

_____
(City and State)

Accepted by: _____Date: _____
(Signature and Title of Underwriting InsuranceCompany Representative)

***[FOR COMPANY USE ONLY*:**

**SALES OFFICE:_____BROKER/AGENT:_____]**

**Policy and Certificate for Group Accident Insurance**
**Explanation of Variability for Form No.GAP-30000 et. al**

**GENERAL COMMENTS**

- Any bracketed or handwritten information is being filed as variable. This data will vary from case to case. Variable data will never exclude or limit provisions required by the jurisdiction in which the group policy is issued. The appropriate required language will always appear, but the arrangement or formatting may vary. We certify that the type size will always remain as the State required size and all statutory/regulatory provisions and requirements will not be changed.

- Brackets around numbers or alphas in a listing and punctuation or words such as, “and”/”or” in a listing will be included or deleted as needed in order to make the statement read correctly. Numeric variables will reflect the policy provisions and will always comply with the minimum statutory requirements of the jurisdiction in which the group policy is issued.

- The format may vary; however, the relative prominence of the provisions will not change.

*Please note: The above variables will not be explained everywhere they appear. Items which are considered illustrative are not explained. Further there are certain items that are bracketed as they will simply appear as shown or may be omitted if not mandated by law.* ***In addition there are certain variables that are explained in detail within the forms themselves such as the variables within the Schedule of Benefits.***

| SECTION | EXPLANATION OF VARIABLE AREA |
|---|---|
| **(1) Policy Number** | The reference to the policy number will vary as issued and will be client specific. |
| **(2) Policyholder Name** | The reference to the policyholder will vary as issued and will be client specific but will always be a policy covering association, employer groups, financial institutions, credit unions, or other statutorily eligible group which shall be deemed the policyholder. |
| **(3) Effective Date** | The date will vary and will always be after the date of approval. |
| **(4) Schedule Pages** | The information that appears on the schedule pages include the variable ranges for each benefit. The amounts will vary by group but will never be outside of the variable parameters as approved by the state.<br><br>The policy period will always be included in the Schedule but will vary to be a range of dates from the date of issue .<br><br>Classes of Eligible Persons will vary based upon type of group and will be client specific. |

**Policy and Certificate for Group Accident Insurance**
**Explanation of Variability for Form No.GAP-30000 et. al**

The Aggregate Limit of Liability will be included as shown or omitted based upon the plan issued. When included it will appear as shown and will only include the options indicated on the form.

In addition the Hazards and Benefits will be included as show or will be omitted based upon the policyholder and types of groups covered. The Hazards and Benefits, when included, will be included as shown and will only vary based upon the numeric ranges of variability included on the forms and will never show any other text.

**(5) Definitions**

Each Bracketed Definition will be included as shown or omitted at the option of the policyholder or if the Definition has no relevance to the risks covered. If included the definition will appear as filed and approved and will not vary from the state approved text. For example:

Definitions related to Dependents such as Child, Spouse, etc.. will only be included as shown when Dependent Coverage is included.

Domestic partner or Civil Partner will be included as shown or omitted depending upon whether the client wishes to cover domestic partners. If Domestic partners or Civil Partners are not covered under the plan any references to Domestic partner or Civil Partner will be omitted throughout the forms.

The term Occurrence will only be included as shown when the Aggregate Limit of Liability is per Occurrence.

The definition of Other Income benefits will only appear as shown when Disability or Permanent and Total Disability benefits are offered

**(6) Eligibility for Insurance**

The paragraph regarding Dependents will be included as shown or omitted in its entirety if there is no dependent coverage

**(7) Effective Date of Insurance**

The paragraphs regarding Dependents will be included as shown or omitted in their entirety if there is no dependent coverage

**(8) Termination**

References to Actively at Work requirements will be omitted in their entirety if this coverage is not for employer groups

The paragraph regarding Dependent Termination date will be omitted in its entirety if dependent coverage is not available

**(9) Grace period**

The Grace Period provision will be included unless the plan selected by the Policyholder is for a single term. If the plan is for a single term the grace period provision will be omitted.

When included, the grace period will be a minimum of 31 days but may be longer at the option of the Company. The grace period will never be less than the number of days mandated by law.

**(10)Reinstatement**

The Reinstatement provision will be included unless the plan selected by the Policyholder is for a single term and there is no grace period

**(11) Term of Payment (Primary or Full Excess or Primary Excess)**

Each term of payment listed will be included as shown or omitted depending upon plan selected There will never be more than one term of payment.

**(12) ) Hazards Against Insurance**

Each Hazard listed will be included as shown or omitted depending upon the **c**overage selected by the policyholder and the type of group based upon their needs. No wording will ever be added that is not filed in the submitted and approved forms.

Each bracketed section will be included or omitted. The following is an explanation of the variability within some of the different Hazards:

**(13) Full Occupational Coverage**

Item (3) of the first paragraph will only appear as shown when including Business Travel coverage.

The second paragraph and definition of Personal Deviation will only be included as shown when Business Travel coverage is included.

(**14) Felonious Assault**

The definition of “job” and employer will appear as shown when occupational.

**(15) Passenger Car**

This Hazard will be used for Business Travel only or Business and Pleasure Travel at the option of the policyholder.

If Business and Pleasure Travel is included in the coverage the following is omitted from the first paragraph: [which occur:

- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder’s business].

All such trips must be authorized by the Policyholder].
This bracketed language is only included when the coverage is for Business Travel Only.

**(16) 24 Hour Coverage while Traveling on Business away From the premises…**

Commuting or Personal Deviations will be included as shown or omitted at the option of the policyholder. If the policyholder wishes to include Commuting or Personal Deviations the exclusion will not appear.

The definitions of Commuting or Personal Deviations will only appear as shown if the exclusion appears.

**Policy and Certificate for Group Accident Insurance**
**Explanation of Variability for Form No.GAP-30000 et. al**

**(17) Foreign Business Travel Coverage**
.

Personal Deviations will be included as shown or omitted at the option of the policyholder

References to traveling outside the US or away from the home country will be included as shown or omitted at the option of the policyholder.

The definition of Home Country will be included as shown when travel away from the home country is included. If not it will be deleted in its entirety.

References to place of work will be included only when coverage is offered to employer groups. If not it will be omitted.

**(18) All Conveyances….**

This Hazard will be used for Business Travel only or Business and Pleasure Travel at the option of the policyholder.

If Business and Pleasure Travel is included in the coverage the following is omitted from the first paragraph: [which occur:

- [while the Covered Person is traveling on business for the Policyholder][; and]
- [in the course of the Policyholder's business].

All such trips must be authorized by the Policyholder].

**(19) War Risk Coverage**

The excluded geographic areas will be based upon the political climate at the time coverage is issued.

**All other Hazards are in or out as shown based upon the needs of the policyholder. The language included will no vary from the approved text when included.**

**(20) Description of Benefits**

Each benefit listed will be included as shown or omitted depending upon the coverage selected by the policyholder and the type of group

**(21) Accidental Death And Dismemberment Benefit**

Each Benefit listed will be included as shown or omitted depending upon the coverage selected by the policyholder.

The entire benefit may be included as shown or omitted.

Each covered loss will be included as shown or omitted in its entirety.

Definitions under this Benefit will be included as shown or omitted in their entirety based upon the benefits included or excluded.

**Policy and Certificate for Group Accident Insurance**
**Explanation of Variability for Form No.GAP-30000 et. al**

**(22) Additional Accident Benefits**

Each additional benefit listed will be included as shown or omitted depending upon the coverage selected by the policyholder and the type of group.

Any benefits required by state law/regulation will always be included.

**(23) Family Relocation**

This benefit will be included as shown when coverage is issued to employer groups. If not, it will be omitted in its entirety.

**(24) Identification Benefit**

This benefit allows for an additional benefit to be paid in the instance where a Covered Person suffers Loss of Life and is 100 or more miles from home. This benefit would pay for the transportation charges, food and Hotel charges of an Immediate Family Member to travel for the purpose of identifying the body of the Covered Person.

**(25) Seatbelt Benefit**

This benefits allows for additional benefits in the event the Covered Person suffers Loss of Life while the Covered Person was restrained by a Seat Belt and an additional benefit if protected by a factory installed airbag.

**(26) Wheelchair Confinement Benefit**

This allows for an additional benefit to be paid for Alterations to the Covered Persons residence or modifications to the Covered Persons owned or leased Motor Vehicle, if such Covered Person suffers a covered Loss which results in the Covered Person being confined to a Wheelchair.

**All other Benefits are in or out as shown based upon the needs of the policyholder. The language included will no vary from the approved text when included.**

**(27) Exclusions**

The exclusions will be included as shown or some or all exclusions may be omitted at the option of the policyholder. Exclusions will never include more than those shown and approved by the Department as allowable.

Only Exclusions that pertain to the risk assumed will be used in the issued policy. As an example, if we are covering a specific trip which includes exposure outside of the United States, the exclusion related to travel outside of the United States will not be used within the issued policy (and certificate).

**Policy and Certificate for Group Accident Insurance**
**Explanation of Variability for Form No.GAP-30000 et. al**

**(28) Claims Provisions** Some of the claims provisions listed such as Commutation of losses; Exposure and Disappearance; Recovery; Subrogation and Right or Recovery listed will be included as shown or omitted.

**(29) Notice of Claim** Notice of claim will either be required within 20 or 30 days after the covered loss but will never be more than required by the laws of the State of Issue.

**(30) Physical Examination [and Autopsy]** The references to autopsy will only be included when accidental death benefits are included in the plan.
When included it will appear as shown and text will not vary.

**(31) Enrollment Form** References to applicant/employee or member will change based upon the type of group

Applicant Information requested will either appear as shown or be omitted in its entirety. Format of the information may vary based upon marketing methods but text will nit vary from state approved language.

Sections related to spouse or dependents will be included as shown or omitted based upon whether dependent coverage is available.

Plan offerings will vary based upon group and client but will never include more than what is in the filed and approved schedule.

Payment methods will vary and will either be included as shown or omitted in their entirety.

Fraud Language is variable as there is an additional fraud warning attachment for those states where fraud language differs.

# FRAUD STATEMENT

## FOR RESIDENTS OF ALL STATES OTHER THAN THOSE LISTED BELOW:

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.

**ARIZONA:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**ALASKA and KENTUCKY**: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false, incomplete or misleading information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may be prosecuted under state law.

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

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a 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 agencies.

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

**IDAHO**: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

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

**NEW HAMPSHIRE:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**NEW JERSEY:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**NEW MEXICO and PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

**TENNESSEE and VIRGINIA**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**TEXAS**: Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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

Employee Signature _____ Date _____

*The fraud warning in NY must appear above the signature line.

**LIST OF ASSOCIATIONS**
**UNITED STATES FIRE INSURANCE COMPANY**

- American Advantage Association (AAA)
- American Business Benefit Association (ABBA)
- American Society of Composers, Authors, and Publishers (ASCAP)
- Association of United Internet Consumers (AUIC)
- International Association of Benefits (IAB)
- Health Care Credit Union Association (HCCUA)
- Med-Sense Guaranteed Association
- National Association of Preferred Providers (NAPP)
- National Association of Realtors (NAR)
- United Consumer Awareness Association (UCAA)
- United Service Association for Healthcare (USAHC)
- Self Storage Association (SSA)
- National Notary Association (NNA)
- Adventure Advocates
- Business Workers of America (BWA)
- Auto Help Line (AHLA)
- National Alliance of Consumer and Healthcare Professionals (NACHP)
- North American Boxing Federation (NABF)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

# CERTIFICATE

**THIS IS TO CERTIFY** that there were received and accepted for record in the Department of Consumer and Regulatory Affairs, Corporations Division, on the 9th day of **August, 1982** ***Articles of Incorporation of:***

**INTERNATIONAL ASSOCIATION OF BUSINESSES**

The above named corporation is duly incorporated and existing pursuant to and by virtue of the Nonprofit Corporation Act of the District of Columbia and authorized to conduct its affairs in the District of Columbia as of the date mentioned above.

**WE FURTHER CERTIFY** that the above entitled corporation is at the time of issuance of this certificate in Good Standing, according to the records of the Corporations Division, having filed all reports required by the District of Columbia Nonprofit Corporation Act.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed this 2nd day of **August, 2002.**

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration

Patricia E. Greys
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

823681

1472

OFFICE OF RECORDER OF DEEDS, D. C.
Corporation Division
515 D Street, N. W.
Washington, D. C. 20001

# CERTIFICATE

*THIS IS TO CERTIFY* that all provisions of the District of Columbia Non-profit Corporation Act have been complied with and ACCORDINGLY this Certificate of Incorporation

is hereby issued to the FAMILY SECURITY COALITION

as of the date hereinafter mentioned.

Date August 9, 1982

MARGUERITE C. STOKES
*Recorder of Deeds, D.C.*

Shelly Fitch
Assistant Superintendent of Corporations

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

# CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to

FAMILY SECURITY COALITION

Name Changed To:

INTERNATIONAL ASSOCIATION OF BUSINESSES

as of July 30th, 1987.

Donald G. Murray
Director

Henry C. Lee, III
Acting Administrator
Business Regulation Administration

Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

# ARTICLES OF AMENDMENT

# TO THE

# ARTICLES OF INCORPORATION

# OF

# FAMILY SECURITY COALITION

TO: The Department of Consumer and Regulatory Affairs
Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Family Security Coalition.

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act.

Article FIRST is amended to read as follows:

FIRST: The name of this corporation is International Association of Businesses.

Article THIRD is amended to read as follows:

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be administered and operated are to receive, administer and expend funds in connection with the following:

1. To foster and promote research concerning business needs and the social aspects of conducting business in the United States and abroad.

2. To advocate and promote the international aspects of business among commercial enterprises in the United States;

3. To collect and disseminate statistics and other information concerning businesses both in the United States and abroad;

4. To promote the common welfare and business interests of all those interested in international business.

FILED
JUL 30 1987
BY: [illegible]

FOURTH: The amendment was adopted in the following manner:

The amendment was adopted at a meeting of the Board of Directors held on July 27, 1987, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

DATE: July 27, 1987.

INTERNATIONAL ASSOCIATION OF BUSINESSES

[SEAL]

By: President

Attest:

Secretary

FILING FEE
INDEXING fee

16.00
2.00

# ARTICLES OF INCORPORATION

# OF

# FAMILY SECURITY COALITION

To: The Recorder of Deeds of the District of Columbia, Washington, D.C.

We, the undersigned, being natural persons of the age of 21 years or more, acting as incorporators of a corporation, do hereby adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Nonprofit Corporation Act.

FIRST: The name of the corporation is:

FAMILY SECURITY COALITION.

SECOND: The period of duration is perpetual.

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be exclusively administered and operated are to receive, administer and expend funds for charitable and educational purposes in connection with the following:

1. To study family security programs in the United States, including the Social Security System and credible alternatives, and to publish the results of such study;

2. To promote public awareness and interest in family security;

3. To advocate changes in United States approaches to family security where such changes appear appropriate;

4. To engage in nonpartisan research, study and analysis, for the benefit of the general public on those questions affecting the public interest with respect to both the public and private sectors, and to publish the results of such study.

5. To prepare educational materials and conduct educational activities in support of the general purposes of the corporation;

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6. To conduct and sponsor forums, lectures, debates and similar programs;

7. To assist other charitable, educational and social welfare organizations in the conduct of similar activities;

8. To establish in the main office or elsewhere all departments and activities necessary to carry out the purposes of the corporation;

9. To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing charitable and educational purposes, and for no other purpose or purposes, this corporation shall also have the power to:

(a) sue and be sued;

(b) make contracts;

(c) receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds and securities of other corporations;

(d) act as trustee under any trust whose objects are related to the principal objects of the corporation, and to receive, hold, administer and expend funds and property subject to such trust;

(e) convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise dispose of all property, real or personal;

(f) borrow money, contract debts and issue bonds, notes, and debentures, and secure the payment of any performance of its obligations; and

(g) do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation;

provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

FOURTH: The corporation shall have such members as determined by the Board of Directors as set forth in the bylaws.

FIFTH: No part of the net income of the corporation shall inure to the benefit of or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth in Article THIRD hereof.

SIXTH: The business of the corporation shall be carried on through its Board of Directors; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be as provided in the bylaws. The bylaws and other documents of the corporation may refer to the Board of Directors as the Board of Trustees.

SEVENTH: The private property of the incorporators, directors, and officers, shall not be subject to the payment of corporate debts to any extent whatever; in furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors in any of the states, territories or possessions of the United States, or the District of Columbia.

EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes to organizations which are then exempt from Federal Tax under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

TENTH: The address, including the street and number of its initial registered office is: 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006, and the name of its initial registered agent is Alan P. Dye.

ELEVENTH: The corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation.

TWELFTH: The number of directors constituting the initial Board of Directors is three, but the number of directors may be increased or decreased in the manner set forth in the Bylaws, provided that the number shall not be less than three. The names and addresses, including street and number, of the persons who are to serve as the initial directors are:

| NAME: | ADDRESS: |
|---|---|
| James M. Wootton | 421 4th Street, S.E.<br>Washington, D.C. 20003 |
| John S. Danell | 205 East High Street<br>Charlottesville, Virginia 22901 |
| Brian V. Donato | 500 Court Square<br>Charlottesville, Virginia 22901 |

THIRTEENTH: The name and address, including street and number of each incorporator is:

| NAME: | ADDRESS: |
|---|---|
| Arthur L. Herold | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |
| C. Michael Deese | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |
| John W. Hazard | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |

Dated: Aug 6 1982

(Incorporators)

District of Columbia) ss:

I, Jane L. Horsley, a Notary Public, hereby certify that on the 6 day of Aug., 1982, personally appeared before me Arthur L. Harold, Michael Deese, and John W. Hazard, who signed the foregoing document as incorporators, and declared that the statements contained therein are true.

Jane L. Horsley
Notary Public

My commission expires: 4-14-86

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OF
INTERNATIONAL ASSOCIATION OF BUSINESSES


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# BYLAWS

# OF

# INTERNATIONAL ASSOCIATION OF BUSINESSES

## ARTICLE I
## PURPOSES

The purpose of the International Association of Businesses ("Association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the Not-For-Profit Corporation Law of the District of Colombia.

## ARTICLE II
## OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the Association shall be identical with that of its registered agent. The Association may have other offices within or without the District of Colombia as the Board of Directors may from time to time determine.

## ARTICLE III
## MEMBERS

Section 1. Classes of Members. The Association shall have only one (1) class of members. They shall have such rights and benefits as determined by the board of directors from time to time.

Section 2. Voting Rights. Each member of any class shall be entitled to one vote on each matter submitted to a vote of the members. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the

proxy is filed with the Secretary of the Association at least ten (10) days before the meeting at which it is to be used.

Section 3. Dues and Termination of Membership. Members shall be required to pay dues in such amounts as determined by the board of Directors from time to time. Any member who shall be in default in the payment of dues shall be inactive with whatever rights and privileges as determined by the Board of Directors.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

## ARTICLE IV
## MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held for the purpose of electing directors and transacting such other business as may be properly brought before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the Secretary at the direction of the majority of the Board of

Directors, or at the request in writing of at least one hundred (100) members.

Section 3. Place of Meeting. The President or the Board of Directors may designate any place within or without the District of Colombia as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice, stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than ten (10) or more than fifty (50) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose of which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be stated deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon paid.

Section 5. Quorum of Members. Fifty members shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by statute, by the Articles of Incorporation or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice

other than announcement at the meeting, until a quorum shall be present or represented in person. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised editions of Robert's Rules of Order, unless otherwise inconsistent with these Bylaws.

Section 9. Voting. When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;

2. Any other matter required by law or which the Board of Directors, in its sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V.
## BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than nine (9) and may be changed from time to time by resolution of the Board of Directors. The directors shall be elected at any annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or

removal. Directors shall be residents of the United States of America but need not be members.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such annual meeting of directors shall be held without other notice than these Bylaws. The Board of Directors may provide by resolutions the time and place for the holding of additional regular meetings of the Board of the Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by the majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) day previously thereto by written notice delivered personally or sent by mail to each director at this address shown by the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meetings shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that is less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these Bylaws.

Section 8. Vacancies. Vacancies created by the death, resignation or removal of a director may be filled by a majority of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular meeting of the board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the board of Directors, may participate in a meeting of the board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes or the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI.
## OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Executive Vice President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurer, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors at the regular meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors.

Section 6. Executive Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Executive Vice President shall be the Chief Administrative and Operating Officer. He shall serve as secretary to the Board of Directors and cause to be prepared notices and minutes of meetings of the Board. The Executive Vice President shall be a member of the Board of Directors, the Executive Committee and all committees. With the assistance of committee chairmen, he shall be responsible for administrations of all activities in accordance with the policies and regulations of the board of directors. The Executive Vice President shall be responsible for hiring, discharging, directing and supervising all employees. He shall be elected or appointed

annually by the Executive Committee. He shall countersign all checks together with the Treasurer.

Section 7. Vice President. In the absence of the Executive Vice President, or in the event of his inability or refusal to act, the Executive Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all restrictions upon the Executive Vice President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association; from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these Bylaws.

Section 9. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for the purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member

which shall be furnished to the Secretary or Assistant Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII.
## COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their

judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## ARTICLE VIII
## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and

in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Executive Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

## ARTICLE IX.
## CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the secretary,

if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of the article.

ARTICLE X.
BOOKS AND RECORDS: ANNUAL AUDIT

Section 1. The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

Section 2. The Association shall be audited annually by certified public accountants selected by the Board of Directors.

ARTICLE XI.
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of dues payable to the Association by its members.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be inactive, unless the

Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership.

## ARTICLE XII.
## FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end the last day of December in each year, unless otherwise determined by the Board of Directors.

## ARTICLE XIII.
## SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, District of Colombia".

## ARTICLE XIV.
## WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of District of Colombia or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV.
INDEMNIFICATION

Section 1. Indemnification. Any person made a party to, or involved in, any civil, criminal or administrative action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director or officer of the Association, or of any corporation which he, his testator or intestate, served as such at the request of the Association, shall be indemnified by the Association against expenses reasonably incurred by him or resulting from any appeal therein, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such officer or director is liable to the corporation or to such other corporation for negligence or misconduct in the performance of his duties. As used herein the term "expenses" shall include all obligations incurred by such person for the payment of money including, without limitation, attorneys' fees, judgments, awards, fines, penalties and amounts paid in satisfaction of judgment or in settlement of any such action, suit or proceeding, except amounts paid to the corporation or such other corporation by him. A judgment or conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial), shall not of itself be deemed an adjudication that such director or officer is liable to the Association or such other corporation for negligence or misconduct in the performance of his duties. Determination of the right to such indemnification and the amount thereof may be made, at the option of the person to be indemnified, pursuant to

procedure set forth from time to time by these Bylaws or by any of the following procedures:

(a) Order of the court or administrative body or agency having jurisdiction of the action, suit or proceeding;

(b) Resolution adopted by a majority of the Board of Directors of the corporation without counting in such majority any directors who have incurred expenses in connection with such action, suit or proceeding;

(c) If there is no quorum of directors who have not incurred expenses in connection with such action, suit or proceeding, then by resolution adopted by a majority of a committee of stockholders or directors who have not incurred such expenses, appointed by the Board of Directors of the Corporation;

(d) Resolution adopted by the holders of a majority of the members entitled to vote and present in person or represented by proxy at any meeting of shareholders of the corporation at which a quorum is so present or represented, such holders voting together and not by class; or

(e) Order of any court having jurisdiction over the corporation.

Any such determination that a payment by way of indemnity should be made shall be binding upon the Association. Such right of indemnification shall not be exclusive of any other right which such directors and officers of the corporation, and the other persons above-mentioned may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under the Articles of Incorporation or any Bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Section. The provisions of this Section shall apply to any member of any committee appointed by the Board of Directors as fully as though such person had been a director or officer of the corporation.

Section 7. Surety Bonds. Such officers and agents of the Association (if any) as the President, the Board of Directors, or the executive committee may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the corporation, in case of their death,

resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the President, the Board of Directors or the executive committee may determine. The premiums on such bonds shall be paid by the Association, and the bonds so furnished shall be in the custody of the Secretary.

## ARTICLE XVI.
## AMENDMENT OF BYLAWS

The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.

# BYLAWS

# INDEPENDENT ASSOCIATION OF BUSINESSES

# BYLAWS

# INDEPENDENT ASSOCIATION OF BUSINESSES

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# BYLAWS

# INDEPENDENT ASSOCIATION OF BUSINESSES

## ARTICLE 1
## PURPOSES AND POWERS

**1.01 PURPOSES.** This corporation is organized and shall be administered and operated exclusively to receive, administer, and expend funds to promote the common business interests of, and improve business conditions among, self-employed individuals and small business owners.

**1.02 MISSION.** The mission of the corporation, in keeping with its general purposes is: (a) the fostering and promoting of education and research for the benefit of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the provision of a forum for members so that they may discuss the broad range of needs of small businesses and self-employed individuals; (d) the creation and publication of a compendium of current proposed state medical/insurance and other legislation favorable to small businesses and uninsured persons; (e) the provision of publications describing the corporation's position on various state and federal laws dealing with small business owners and the self-employed, and the ability of these individuals to purchase affordable services such as health care, labor, and insurance; and (f) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

**1.03 POWERS.** The corporation shall possess all powers which a corporation may have that is organized under the District of Columbia Non-Profit Corporation Act, as the same may from time to time be amended.

**1.04 BYLAWS.** These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

## ARTICLE 2
## PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT

**2.01 PRINCIPAL OFFICE.** The principal office in the District of Columbia shall be at such place as the Board of Directors from time to time may designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the District of Columbia as the Board of Directors may from time to time designate or the business of the corporation requires.

**2.02 REGISTERED OFFICE.** The corporation shall have and continuously maintain in the District of Columbia a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the corporation. Such office will be continuously maintained within the District of Columbia for the duration of the corporation. The Board of Directors may from time to time

change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Department of Consumer and Regulatory Affairs.

**2.03 REGISTERED AGENT.** The corporation shall have and continuously maintain in the District of Columbia a registered agent, which agent may be an individual resident in the District of Columbia whose business office is identical with such registered office, or a domestic corporation, whether for profit or not for profit, or a foreign corporation for profit or not for profit, authorized to transact business or to conduct its affairs in the District of Columbia which has a business office identical with such registered office.

**2.04 CHANGE OF REGISTERED OFFICE OR AGENT**. The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Department of Consumer and Regulatory Affairs a statement setting forth such change. The change shall be authorized by the Board of Directors or by an officer so authorized by the Board of Directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

**2.05 RESIGNATION OF REGISTERED AGENT.** Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Department of Consumer and Regulatory Affairs, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the principal office of the corporation and directed to the attention of the secretary of the corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Department of Regulatory Affairs; and such statement of resignation, or discontinuance of registered office, shall be effective on the earlier of the filing by the corporation of an amendment to the annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31st) day after the date on which the statement was filed.

## ARTICLE 3
## MEMBERSHIP

**3.01 QUALIFICATION.** Membership in the Association shall be open to any individual who is self-employed, is a small business owner, or is interested in the legal, business or other issues of independent business owners. A member must also meet the qualifications of any class of membership as may be set out in these bylaws or by the corporation's Board of Directors. Members shall further have a shared or common interest in having a need for the education, benefits, products and/or services offered by the corporation and must subscribe to the purposes, principles and objectives of the corporation.

**3.02 APPLICATION AND ADMISSION.** Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require. Each application shall be accompanied by an application or activation fee and monthly dues in an amount determined by the Board of Directors. A refund policy shall also be determined by the Board of Directors in accordance with these bylaws and any applicable law.

**3.03 CLASSES OF MEMBERS.** The corporation shall have the following class or classes of members, to-with: (1) Individual Members. The designation of a class of members and the

qualifications and rights of the members of each class may be changed any time by the Board of Directors by amending the bylaws or as otherwise required by law. Divisions within each class of members may be created or changed at any time by resolution of the Board of Directors or as otherwise required by law.

**3.04 ACTIVE MEMBER**. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the Board of Directors.

**3.05 CERTIFICATES OR CARDS EVIDENCING MEMBERSHIP.** The Board of Directors by duly adopted resolution may, but is not required to provide for the issuance of certificates or cards evidencing membership in the corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the Board of Directors may determine.

**3.06 VOTING RIGHTS.** Each active member shall have voting rights and shall be entitled to one vote.

**3.07 TERMINATION OF MEMBERSHIP**. Membership in the corporation terminates upon the death of a member. A member shall be automatically ineligible for membership and shall lose all privileges, rights and benefits of the corporation when the member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the Board of Directors may expel or suspend a member pursuant to a procedure, duly adopted by the Board of Directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

**3.08 RESIGNATION.** Any member personally or his duly authorized attorney-in-fact may resign by filing a written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

**3.09 REINSTATEMENT**. Upon written request signed by a former member and filed with the corporation, the Board of Directors may reinstate such former member to membership in the corporation upon such terms as the Board of Directors may deem appropriate.

**3.10 TRANSFER OF MEMBERSHIP**. Membership in this Association is not transferable or assignable.

**3.11 DUES**. The Board of Directors shall from time to time determine the application or activation fees and amount of dues payable to the corporation by its members, classes of

members or division of members. The Board of Directors may waive any application or activation fees or dues for members.

**3.12 PAYMENT OF DUES**. Dues shall be payable monthly or annually, in advance, or in such other manner as the Board of Directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the member. A person or business may only apply for one membership in the Association.

**3.13 LIABILITY OF MEMBERS**. The members shall not have ownership rights in the corporation and shall not be personally liable for the debts, liabilities or obligation of the corporation.

## ARTICLE 4
## MEETINGS OF MEMBERS

**4.01 PLACE OF MEETINGS.** Meetings of members shall be held at the time and place, within or outside of the District of Columbia, stated in the notice of the meeting or in a waiver of notice.

**4.02 ANNUAL MEETING**. An annual meeting of the members shall be held on the day and hour to be selected by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the Board of Directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by register mail. If the annual meeting is not called before the 61st day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the Board of Directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

**4.03 SPECIAL MEETINGS.** Special meetings of the members of the corporation may be called by the president, secretary, Board of Directors or by members having not less than one-tenth (1/10th ) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes in the notice of the meeting.

**4.04 NOTICE OF MEETINGS**. The corporation shall provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted.

**4.05 QUORUM**. The members of the corporation holding one hundred (100) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the

votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

**4.06 VOTING OF MEMBERS**. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged or denied by the articles or the bylaws.

**4.07 PROXIES BY MEMBERS**. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at any time by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the corporation receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which it is to be used.

**4.08 MEETINGS BY COMMUNICATIONS EQUIPMENT**. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**4.09. MEETINGS BY UNANIMOUS WRITTEN CONSENT**. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Department of Consumer and Regulatory Affairs.

## ARTICLE 5
## BOARD OF DIRECTORS

**5.01 MANAGEMENT BY BOARD OF DIRECTORS.** The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

**5.02 NUMBER, TERM, AND ELECTION**. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority

vote of the Board of Directors, which may be changed from time to time by resolution of the Board of Directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by the members by way of plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

**5.03** **QUALIFICATION OF DIRECTORS**. The qualification for becoming and remaining a director of the corporation are as follows:

(a) directors must be residents of any state in the United States of America, or the District of Columbia;
(b) notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation;
(c) proposed directors must be nominated by existing directors; and
(d) directors must attend at least seventy-five (75%) of the annual and special meetings of the Board of Directors.

**5.04** **CHANGE IN NUMBERS**. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship required to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

**5.05** **REMOVAL; RESIGNATION**. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

**5.06** **VACANCIES**. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

**5.07** **FIRST MEETING.** The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the directors then elected and serving.

**5.08** **REGULAR MEETINGS**. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

**5.09** **SPECIAL MEETINGS**. Special meetings of the Board of Directors may be called by

the president on three days' notice to each director. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

**5.10 QUORUM; MAJORITY VOTE**. At meetings of the Board of Directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The Board of Directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

**5.11 ACTION BY UNANIMOUS WRITTEN CONSENT**. Any action required to be or which may be taken at a meeting of the Board of Directors or any other committee of the Board of Directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the Board of Directors as the case may be, and then delivered to the secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Department of Consumer and Regulatory Affairs.

**5.12 PARTICIPATION IN MEETINGS BY USE OF COMMUNNICATIONS EQUIPMENT.** Any director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**5.13 COMPENSATION**. By resolution duly adopted by the Board of Directors, the directors may be paid their reasonable expenses (i.e., travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the Board of Directors, or receive a stated fee as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation there for. Members of the executive committee or of special or standing committees may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

**5.14 MINUTES**. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Records Book of the corporation.

**5.15 CONFLICT OF INTEREST**. Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any firm in which one or more of its directors are members or employees, or in which they are interested, or between the corporation and any corporation or association of which one or more of its directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of

such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not be counted in calculating a majority of such quorum necessary to carry such a vote.

**5.16 LIMITATION OF LIABILITY OF DIRECTORS**. To the fullest extent permitted by the laws of the District of Columbia, no governing person (director or officer) of the corporation shall be liable to the corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and bylaws of the corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

## ARTICLE 6
## OFFICERS

**6.01 OFFICERS**. The officers of the corporation shall be a president and a secretary, and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the Board of Directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable; such officers to have the authority and perform such duties in the management of the corporation as prescribed from time to time by the Board of Directors or as may be provided in these bylaws. Any two or more offices may be held by the same person, except for the offices of president and secretary.

**6.02 OFFICERS TO BE ACTIVE MEMBERS**. Notwithstanding the provisions of Section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the Association.

**6.03 ELECTION AND TERM OF OFFICE**. The officers of the corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**6.04 VACANCIES**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the Board of Directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the Board of Directors.

**6.05 PRESIDENT**. The president shall be the chief operating officer of the corporation and

shall, subject to the control of the Board of Directors, supervise and control the business affairs of the corporation. The president will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Board of Directors. The Board of Directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the Board of Directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the Board of Directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the Board of Directors. The president shall present a report at each annual meeting of the Board of Directors covering the operation of the corporation during the preceding fiscal year.

**6.06** **EXECUTIVE VICE PRESDENT**. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the Board of Directors and cause to be prepared notices and minutes of meetings of the Board. The executive vice president shall be a member of the Board of Directors and all committees. With the assistance of committee chairmen, he shall be responsible for administrations of all activities in accordance with the policies and regulations of the Board of Directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

**6.07** **VICE PRESIDENT**. In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall perform the duties of the president, and when so acting shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

**6.08** **TREASURER**. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant treasurer retain ultimate responsibility for such functions.

**6.09** **SECRETARY**. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the Board of Directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these bylaws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the Board of Directors.

**6.10 EXECUTIVE DIRECTOR**. An executive director of the corporation may be appointed at such time as the Board of Directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the Board of Directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the articles of incorporation, these bylaws, corporate policies and procedures, and the general and specific assignments given to him by the Board of Directors. The functions of the executive director shall include, but not be limited to, the following:

a. selection, employment, and supervision of any employees of the corporation as authorized by the president and Board of Directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;

b. coordination and implementation of planning activities according to an approved work program;

c. attendance at all meetings of the Board of Directors and the Executive Committee, except as otherwise determined by the president;

d. representing the Board of Directors in dealing with the public and with all government agencies, if required; and

e. such other duties and responsibilities as may from time to time be delegated to him by the president or the Board of Directors.

**6.11 REMOVAL OF OFFICERS**. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interests of this corporation would be served. Such removal shall be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

**6.12 RESIGNATION OF OFFICER**. Any officer may resign by giving written notice to the president or the Board of Directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

**6.13 COMPENSATION**. The compensation of officers of the corporation, if any, shall be determined from time to time by the Board of Directors.

## ARTICLE 7
## COMMITTEES

**7.01 ESTABLISHMENT OF COMMITTEES**. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

**7.02 EXECUTIVE COMMITTEE**. The Board of Directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the Board of Directors and who each shall serve in such capacity for one (1) year, unless the Board shall

determine otherwise. The executive committee shall have the authority, those duties, and exercise those powers as such are determined from time to time by the Board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the Board between its meetings, except for that business of the corporation as can only be addressed by a majority of the Board of Directors at a meeting of said Board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

**7.03** **MEMBERSHIP COMMITTEE**. The Board of Directors, by resolution duly adopted by a majority of the directors in office, may also designate a membership committee consisting of the president of the corporation and at least two (2) other persons who are elected by the Board of Directors. The membership committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the Board of Directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the corporation to do so. A majority of all the members of the membership committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have the power at any time to change the number, powers, and members of such a committee, to fill vacancies and to discharge any such member of such a committee.

**7.04** **OTHER COMMITTEES**. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution duly adopted by the Board of Directors or by the president if authorized by a resolution duly adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all the members of such a committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have the power at any time to change the number, powers, and members of such a committee, to fill vacancies, and to discharge any member of such a committee.

**7.05** **TERM OF OFFICE**. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for re-appointment.

**7.06** **CHAIRMAN**. One member of each committee shall be designated the chairman of such committee by the Board of Directors unless otherwise set forth in these bylaws.

**7.07** **VACANCIES**. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of original appointments.

**7.08** **QUORUM**. Unless provided in the resolution duly adopted by the Board of Directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

## ARTICLE 8
## CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

**8.01 CONTRACTS**. The Board of Directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

**8.02 CHECKS, DRAFTS, AND OTHER SUCH ORDERS FOR PAYMENT**. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the Board of Directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

**8.03 DEPOSITS**. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

**8.04 GIFTS**. The Board of Directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

**8.05 LOANS**. The corporation may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

## ARTICLE 9
## INDEMNIFICATION OF DIRECTORS AND OFFICERS

**9.01 INDEMNIFICATION OF DIRECTORS AND OFFICERS.** Except as otherwise expressly provided by law or these bylaws, each director or officer, whether or not then in office, shall be indemnified by the corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

**9.02 POWER TO INDEMNIFY**. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporation's best interest and in all other cases, that his conduct was at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

**9.03 LIMITATIONS**. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax)

actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation, or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation.

**9.04 PROCEEDING**. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

**9.05 EXPENSES**. "Expenses" includes court costs, a judgment (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fees that are reasonable and actually incurred by the person in connection with a proceeding.

**9.06 DETERMINATION OF INDEMNIFICATION**. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

**9.07 MANDATORY INDEMNIFICATION**. The corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

**9.08 ADVANCEMENT OF REASONABLE EXPENSES**. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the directors or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

**9.09 PAYMENT AS WITNESS**. The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other

participation in a proceeding by or against the corporation at a time when he is not a named defendant or respondent in the proceeding.

**9.10 INSURANCE**. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

**9.11 EXCLUSIONS**. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by one director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, (e) any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations, or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (g) any act committed by a director or officer prior to taking office.

**9.12 NOTICE.** A director or officer shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the corporation.

**9.13 JURISDICTION**. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.

**9.14 COOPERATION**. The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

**9.15 LIABILITY**. No action shall lie against the corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been fully determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to

recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

**9.16 SUBROGATION**. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery there for against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatsoever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

**9.17 EFFECT OF AMENDMENT**. No amendment, modification or repeal of the articles or indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**9.18 SURETY BOND**. Such officers and agents of the corporation as the president, Board of Directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, Board of Directors or the executive committee may determine. The premium on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

## ARTICLE 10
## PROHIBITED ACTS

**10.01 DIVIDENDS PROHIBITED** A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

**10.02 AUTHORIZED BENEFITS AND DISTRIBUTIONS**. The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purpose.

**10.03 LOANS TO DIRECTORS PROHIBITED**. No loans shall be made by the corporation to its directors.

## ARTICLE 11
## DISSOLUTION AND DISTRIBUTION OF ASSETS

**11.01 VOLUNTARY DISSOLUTION.** The corporation may dissolve and commence to wind up its affairs. The Board of Directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an

annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

**11.02 APPLICATION AND DISTRIBUTION OF ASSETS**. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

## ARTICLE 12
## GENERAL PROVISIONS

**12.01 FISCAL YEAR**. The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

**12.02 SEAL** The corporate seal shall be in such form as may be prescribed by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

**12.03 BOOKS AND RECORDS**. The Association shall keep correct and complete books and records of accounts and shall also keep minutes of proceedings of its members, Board of Directors and committees having any authority of the Board of Directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by any member or his agent or attorney. The corporation may be audited annually by certified public accountants selected by the Board of Directors.

**12.04 AMENDMENT OF ARTICLES OF INCORPORATION**. A proposed amendment to the Articles of Incorporation of the corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast at which a quorum is present.

**12.05 AMENDMENT OF BYLAWS**. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the Board of Directors present in person at a special or annual meeting at which a quorum is present.

**12.06 WAIVER OF NOTICE**. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

**12.07 GOVERNING LAW**. These bylaws shall be construed under and in accordance with the laws of the District of Columbia.

**12.08 CONTRUCTION**. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

**12.09 PROCEDURES**. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the Board of Directors.

## CERTIFICATE OF PRESIDENT

The undersigned, being the duly elected President of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted, approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaws of the Corporation.

Dated and Effective this 13th day of December, 2010.

Jerry D. Clark
President
Independent Association of Businesses

## Superceded Schedule Items

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

| Creation Date | Schedule | Schedule Item Name | Replacement Creation Date | Attached Document(s) |
|---|---|---|---|---|
| 08/20/2012 | Supporting Document | Bylaws and Articles of Incorporation for the associations | 09/12/2012 | IAB BYLAWS,ARTICLES ETC.pdf |

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS

# CERTIFICATE

**THIS IS TO CERTIFY** that there were received and accepted for record in the Department of Consumer and Regulatory Affairs, Corporations Division, on the 9th day of **August, 1982** ***Articles of Incorporation of:***

**INTERNATIONAL ASSOCIATION OF BUSINESSES**

The above named corporation is duly incorporated and existing pursuant to and by virtue of the Nonprofit Corporation Act of the District of Columbia and authorized to conduct its affairs in the District of Columbia as of the date mentioned above.

**WE FURTHER CERTIFY** that the above entitled corporation is at the time of issuance of this certificate in Good Standing, according to the records of the Corporations Division, having filed all reports required by the District of Columbia Nonprofit Corporation Act.

**IN TESTIMONY WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed this 2nd day of **August, 2002.**

David Clark
DIRECTOR

Elizabeth O. Kim
Administrator
Business Regulation Administration

Patricia E. Greys
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor

823681

1472

OFFICE OF RECORDER OF DEEDS, D. C.
Corporation Division
515 D Street, N. W.
Washington, D. C. 20001

# CERTIFICATE

*THIS IS TO CERTIFY* that all provisions of the District of Columbia Non-profit Corporation Act have been complied with and ACCORDINGLY this Certificate of Incorporation

is hereby issued to the FAMILY SECURITY COALITION

as of the date hereinafter mentioned.

Date August 9, 1982

MARGUERITE C. STOKES
*Recorder of Deeds, D.C.*

Shelly Fitch
Assistant Superintendent of Corporations

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION

# CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to

FAMILY SECURITY COALITION

Name Changed To:

INTERNATIONAL ASSOCIATION OF BUSINESSES

as of July 30th, 1987.

Donald G. Murray
Director

Henry C. Lee, III
Acting Administrator
Business Regulation Administration

Miriam Hellen Jones
Superintendent of Corporations
Corporations Division

Marion Barry, Jr.
Mayor

# ARTICLES OF AMENDMENT

# TO THE

# ARTICLES OF INCORPORATION

# OF

# FAMILY SECURITY COALITION

TO: The Department of Consumer and Regulatory Affairs
Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Family Security Coalition.

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act.

Article FIRST is amended to read as follows:

FIRST: The name of this corporation is International Association of Businesses.

Article THIRD is amended to read as follows:

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be administered and operated are to receive, administer and expend funds in connection with the following:

1. To foster and promote research concerning business needs and the social aspects of conducting business in the United States and abroad.

2. To advocate and promote the international aspects of business among commercial enterprises in the United States;

3. To collect and disseminate statistics and other information concerning businesses both in the United States and abroad;

4. To promote the common welfare and business interests of all those interested in international business.

FILED
JUL 30 1987
BY: [illegible]

FOURTH: The amendment was adopted in the following manner:

The amendment was adopted at a meeting of the Board of Directors held on July 27, 1987, and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

DATE: July 27, 1987.

INTERNATIONAL ASSOCIATION OF BUSINESSES

[SEAL]

By: President

Attest:

Secretary

FILING FEE
INDEXING fee

16.00
2.00

# ARTICLES OF INCORPORATION

# OF

# FAMILY SECURITY COALITION

To: The Recorder of Deeds of the District of Columbia, Washington, D.C.

We, the undersigned, being natural persons of the age of 21 years or more, acting as incorporators of a corporation, do hereby adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Nonprofit Corporation Act.

FIRST: The name of the corporation is:

FAMILY SECURITY COALITION.

SECOND: The period of duration is perpetual.

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be exclusively administered and operated are to receive, administer and expend funds for charitable and educational purposes in connection with the following:

1. To study family security programs in the United States, including the Social Security System and credible alternatives, and to publish the results of such study;

2. To promote public awareness and interest in family security;

3. To advocate changes in United States approaches to family security where such changes appear appropriate;

4. To engage in nonpartisan research, study and analysis, for the benefit of the general public on those questions affecting the public interest with respect to both the public and private sectors, and to publish the results of such study.

5. To prepare educational materials and conduct educational activities in support of the general purposes of the corporation;

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6. To conduct and sponsor forums, lectures, debates and similar programs;

7. To assist other charitable, educational and social welfare organizations in the conduct of similar activities;

8. To establish in the main office or elsewhere all departments and activities necessary to carry out the purposes of the corporation;

9. To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing charitable and educational purposes, and for no other purpose or purposes, this corporation shall also have the power to:

(a) sue and be sued;

(b) make contracts;

(c) receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds and securities of other corporations;

(d) act as trustee under any trust whose objects are related to the principal objects of the corporation, and to receive, hold, administer and expend funds and property subject to such trust;

(e) convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise dispose of all property, real or personal;

(f) borrow money, contract debts and issue bonds, notes, and debentures, and secure the payment of any performance of its obligations; and

(g) do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation;

provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

FOURTH: The corporation shall have such members as determined by the Board of Directors as set forth in the bylaws.

FIFTH: No part of the net income of the corporation shall inure to the benefit of or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth in Article THIRD hereof.

SIXTH: The business of the corporation shall be carried on through its Board of Directors; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be as provided in the bylaws. The bylaws and other documents of the corporation may refer to the Board of Directors as the Board of Trustees.

SEVENTH: The private property of the incorporators, directors, and officers, shall not be subject to the payment of corporate debts to any extent whatever; in furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors in any of the states, territories or possessions of the United States, or the District of Columbia.

EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes to organizations which are then exempt from Federal Tax under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

TENTH: The address, including the street and number of its initial registered office is: 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006, and the name of its initial registered agent is Alan P. Dye.

ELEVENTH: The corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation.

TWELFTH: The number of directors constituting the initial Board of Directors is three, but the number of directors may be increased or decreased in the manner set forth in the Bylaws, provided that the number shall not be less than three. The names and addresses, including street and number, of the persons who are to serve as the initial directors are:

| NAME: | ADDRESS: |
|---|---|
| James M. Wootton | 421 4th Street, S.E.<br>Washington, D.C. 20003 |
| John S. Danell | 205 East High Street<br>Charlottesville, Virginia 22901 |
| Brian V. Donato | 500 Court Square<br>Charlottesville, Virginia 22901 |

THIRTEENTH: The name and address, including street and number of each incorporator is:

| NAME: | ADDRESS: |
|---|---|
| Arthur L. Herold | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |
| C. Michael Deese | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |
| John W. Hazard | 1747 Pennsylvania Avenue, N.W.<br>Washington, D.C. 20006 |

Dated: Aug 6 1982

(Incorporators)

District of Columbia) ss:

I, Jane L. Horsley, a Notary Public, hereby certify that on the 6 day of Aug., 1982, personally appeared before me Arthur L. Harold, Michael Deese, and John W. Hazard, who signed the foregoing document as incorporators, and declared that the statements contained therein are true.

Jane L. Horsley
Notary Public

My commission expires: 4-14-86

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OF
INTERNATIONAL ASSOCIATION OF BUSINESSES


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# BYLAWS

# OF

# INTERNATIONAL ASSOCIATION OF BUSINESSES

## ARTICLE I
## PURPOSES

The purpose of the International Association of Businesses ("Association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the Not-For-Profit Corporation Law of the District of Colombia.

## ARTICLE II
## OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the Association shall be identical with that of its registered agent. The Association may have other offices within or without the District of Colombia as the Board of Directors may from time to time determine.

## ARTICLE III
## MEMBERS

Section 1. Classes of Members. The Association shall have only one (1) class of members. They shall have such rights and benefits as determined by the board of directors from time to time.

Section 2. Voting Rights. Each member of any class shall be entitled to one vote on each matter submitted to a vote of the members. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the

proxy is filed with the Secretary of the Association at least ten (10) days before the meeting at which it is to be used.

Section 3. Dues and Termination of Membership. Members shall be required to pay dues in such amounts as determined by the board of Directors from time to time. Any member who shall be in default in the payment of dues shall be inactive with whatever rights and privileges as determined by the Board of Directors.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

## ARTICLE IV
## MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held for the purpose of electing directors and transacting such other business as may be properly brought before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the Secretary at the direction of the majority of the Board of

Directors, or at the request in writing of at least one hundred (100) members.

Section 3. Place of Meeting. The President or the Board of Directors may designate any place within or without the District of Colombia as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice, stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than ten (10) or more than fifty (50) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose of which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be stated deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon paid.

Section 5. Quorum of Members. Fifty members shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by statute, by the Articles of Incorporation or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice

other than announcement at the meeting, until a quorum shall be present or represented in person. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised editions of Robert's Rules of Order, unless otherwise inconsistent with these Bylaws.

Section 9. Voting. When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;

2. Any other matter required by law or which the Board of Directors, in its sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V.
## BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than nine (9) and may be changed from time to time by resolution of the Board of Directors. The directors shall be elected at any annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or

removal. Directors shall be residents of the United States of America but need not be members.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such annual meeting of directors shall be held without other notice than these Bylaws. The Board of Directors may provide by resolutions the time and place for the holding of additional regular meetings of the Board of the Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by the majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) day previously thereto by written notice delivered personally or sent by mail to each director at this address shown by the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meetings shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that is less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these Bylaws.

Section 8. Vacancies. Vacancies created by the death, resignation or removal of a director may be filled by a majority of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular meeting of the board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the board of Directors, may participate in a meeting of the board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes or the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI.
## OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Executive Vice President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurer, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors at the regular meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors.

Section 6. Executive Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Executive Vice President shall be the Chief Administrative and Operating Officer. He shall serve as secretary to the Board of Directors and cause to be prepared notices and minutes of meetings of the Board. The Executive Vice President shall be a member of the Board of Directors, the Executive Committee and all committees. With the assistance of committee chairmen, he shall be responsible for administrations of all activities in accordance with the policies and regulations of the board of directors. The Executive Vice President shall be responsible for hiring, discharging, directing and supervising all employees. He shall be elected or appointed

annually by the Executive Committee. He shall countersign all checks together with the Treasurer.

Section 7. Vice President. In the absence of the Executive Vice President, or in the event of his inability or refusal to act, the Executive Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all restrictions upon the Executive Vice President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association; from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these Bylaws.

Section 9. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for the purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member

which shall be furnished to the Secretary or Assistant Secretary by such Member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII.
## COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their

judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## ARTICLE VIII
## CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and

in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Executive Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

## ARTICLE IX.
## CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the secretary,

if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of the article.

ARTICLE X.
BOOKS AND RECORDS: ANNUAL AUDIT

Section 1. The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

Section 2. The Association shall be audited annually by certified public accountants selected by the Board of Directors.

ARTICLE XI.
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of dues payable to the Association by its members.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be inactive, unless the

Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership.

## ARTICLE XII.
## FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end the last day of December in each year, unless otherwise determined by the Board of Directors.

## ARTICLE XIII.
## SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, District of Colombia".

## ARTICLE XIV.
## WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of District of Colombia or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV.
INDEMNIFICATION

Section 1. Indemnification. Any person made a party to, or involved in, any civil, criminal or administrative action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director or officer of the Association, or of any corporation which he, his testator or intestate, served as such at the request of the Association, shall be indemnified by the Association against expenses reasonably incurred by him or resulting from any appeal therein, except with respect to matters as to which it is adjudged in such action, suit or proceeding that such officer or director is liable to the corporation or to such other corporation for negligence or misconduct in the performance of his duties. As used herein the term "expenses" shall include all obligations incurred by such person for the payment of money including, without limitation, attorneys' fees, judgments, awards, fines, penalties and amounts paid in satisfaction of judgment or in settlement of any such action, suit or proceeding, except amounts paid to the corporation or such other corporation by him. A judgment or conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial), shall not of itself be deemed an adjudication that such director or officer is liable to the Association or such other corporation for negligence or misconduct in the performance of his duties. Determination of the right to such indemnification and the amount thereof may be made, at the option of the person to be indemnified, pursuant to

procedure set forth from time to time by these Bylaws or by any of the following procedures:

(a) Order of the court or administrative body or agency having jurisdiction of the action, suit or proceeding;

(b) Resolution adopted by a majority of the Board of Directors of the corporation without counting in such majority any directors who have incurred expenses in connection with such action, suit or proceeding;

(c) If there is no quorum of directors who have not incurred expenses in connection with such action, suit or proceeding, then by resolution adopted by a majority of a committee of stockholders or directors who have not incurred such expenses, appointed by the Board of Directors of the Corporation;

(d) Resolution adopted by the holders of a majority of the members entitled to vote and present in person or represented by proxy at any meeting of shareholders of the corporation at which a quorum is so present or represented, such holders voting together and not by class; or

(e) Order of any court having jurisdiction over the corporation.

Any such determination that a payment by way of indemnity should be made shall be binding upon the Association. Such right of indemnification shall not be exclusive of any other right which such directors and officers of the corporation, and the other persons above-mentioned may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under the Articles of Incorporation or any Bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Section. The provisions of this Section shall apply to any member of any committee appointed by the Board of Directors as fully as though such person had been a director or officer of the corporation.

Section 7. Surety Bonds. Such officers and agents of the Association (if any) as the President, the Board of Directors, or the executive committee may direct, from time to time, shall be bonded for the faithful performance of their duties and for the restoration to the corporation, in case of their death,

resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the President, the Board of Directors or the executive committee may determine. The premiums on such bonds shall be paid by the Association, and the bonds so furnished shall be in the custody of the Secretary.

## ARTICLE XVI.
## AMENDMENT OF BYLAWS

The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.