

**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 -Motor Club  
**Project Name/Number:** Group Accident- -National Motor Club/

## Filing at a Glance

Company: United States Fire Insurance Company  
Product Name: Group Accident - Association -Motor Club  
State: Arkansas  
TOI: H02G Group Health - Accident Only  
Sub-TOI: H02G.000 Health - Accident Only  
Filing Type: Form  
Date Submitted: 09/07/2012  
SERFF Tr Num: CRUM-128675849  
SERFF Status: Closed-Approved  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: GAP-30000  
Implementation: On Approval  
Date Requested:  
Author(s): Caren Alvarado, Debbie Deluccia, Howard DeBare, John Carven, Giovana Earl, Cecily Garris  
Reviewer(s): Donna Lambert (primary)  
Disposition Date: 09/11/2012  
Disposition Status: Approved  
Implementation Date:  
State Filing Description:

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## General Information

Project Name: Group Accident- -National Motor Club

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Association

Filing Status Changed: 09/11/2012

State Status Changed: 09/11/2012

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: Debbie Deluccia

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 (-National Motor Club) to which this coverage may be made available but would also like the ability to offer this 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 than 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.

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## Company and Contact

### Filing Contact Information

Caren Alvarado, Compliance Director caren.alvarado@fairmontspecialty.com  
 5 Christopher Way 732-676-9819 [Phone]  
 Eatontown, NJ 07724 732-542-4082 [FAX]

### Filing Company Information

United States Fire Insurance Company	CoCode: 21113	State of Domicile: Delaware
305 MADISON AVENUE	Group Code: 158	Company Type:
MORRISTOWN, NJ 07962	Group Name:	State ID Number:
(973) 490-6600 ext. [Phone]	FEIN Number: 13-5459190	

## 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	09/07/2012	62504029

SERFF Tracking #:

CRUM-128675849

State Tracking #:

Company Tracking #:

GAP-30000

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	09/11/2012	09/11/2012

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	09/10/2012	09/10/2012

#### Response Letters

Responded By	Created On	Date Submitted
Caren Alvarado	09/11/2012	09/11/2012

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Response to Objection Letter	Note To Filer	Rosalind Minor	09/11/2012	09/11/2012

**SERFF Tracking #:**

CRUM-128675849

**State Tracking #:**

**Company Tracking #:**

GAP-30000

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**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 -Motor Club

**Project Name/Number:**

Group Accident- -National Motor Club/

## Disposition

Disposition Date: 09/11/2012

Implementation Date:

Status: Approved

Comment: Contract forms were approved under SERFF Tracking # CRUM-128649543 9/10/12.

Rate data does NOT apply to filing.

SERFF Tracking #:

CRUM-128675849

State Tracking #:

Company Tracking #:

GAP-30000

**State:** Arkansas **Filing Company:** United States Fire Insurance Company  
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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 assoc		Yes
Supporting Document	Bylaws and Articles of Incorporation for the association	Approved	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

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## Objection Letter

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

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Dear Caren Alvarado,

**Introduction:**

*This will acknowledge receipt of the captioned filing.*

**Objection 1**

- Bylaws and Articles of Incorporation for the association (Supporting Document)
- Group Accident Policy, GAP-30000 (Form)
- Group Accident Certificate, GAC-30000 (Form)
- Group Accident Master Policyholder Application, GAA-30000 (Form)
- Enrollment Form, GAE-30000 (Form)
- Administrative Change Rider, GAR-30000 AR (Form)

**Comments:**

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

*The fee for this submission is \$50.00 per form for a total of \$300.00. Please submit an additional \$250.00 for this submission. We are including a \$50.00 fee for the review of the association.*

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

**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,*

*Rosalind Minor*

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 09/11/2012  
Submitted Date 09/11/2012

Dear Donna Lambert,

### **Introduction:**

Thank you for your comments.

### **Response 1**

#### **Comments:**

These forms are already approved per conversations I had with your Department. Donna Lambert has asked that I separate out each of the association filings and to include a \$50 filing fee for each association filing. The fee for the forms was already paid and the forms were approved under CRUM-128649543. I had cloned all of the filings to save time and spoke with the Department and was told that it was fine to leave as is.

### **Related Objection 1**

Applies To:

- Group Accident Policy, GAP-30000 (Form)
- Group Accident Certificate, GAC-30000 (Form)
- Group Accident Master Policyholder Application, GAA-30000 (Form)
- Enrollment Form, GAE-30000 (Form)
- Administrative Change Rider, GAR-30000 AR (Form)
- Bylaws and Articles of Incorporation for the association (Supporting Document)

Comments:

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

The fee for this submission is \$50.00 per form for a total of \$300.00. Please submit an additional \$250.00 for this submission. We are including a \$50.00 fee for the review of the association.

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

### **Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### **Conclusion:**

I hope this allows the continued review of the filing. Thanks.

Sincerely,

Caren Alvarado

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## Note To Filer

**Created By:**

Rosalind Minor on 09/11/2012 08:09 AM

**Last Edited By:**

Donna Lambert

**Submitted On:**

09/11/2012 01:30 PM

**Subject:**

Response to Objection Letter

**Comments:**

Thank you for your response to my Objection Letter.

I did not realize that this filing was a part of the other group. I am reassigning the filing to Donna.

Again, thank you.

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## 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:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
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**SERFF Tracking #:**

CRUM-128675849

**State Tracking #:****Company Tracking #:**

GAP-30000

**State:**

Arkansas

**Filing Company:**

United States Fire Insurance Company

**TOI/Sub-TOI:**

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

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

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## 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

## TABLE OF CONTENTS

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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 [1<sup>st</sup>] of each month]

**[POLICY 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 ] [\$ 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:**

<u>Class</u>	<u>Hazard #</u>	<u>Description of Hazard</u>
[ Class 1 -	123	Relocation]

**[ACCIDENTAL DEATH [AND DISMEMBERMENT][LOSS OF [SIGHT][SPEECH]HEARING][PARALYSIS]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 Treatment 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 Amount (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 [For Surviving Spouse[/Domestic Partner]	[Variable, e.g., Any number, 1 to 4] [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]
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**[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 or 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 trustee 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 statute, 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 license; 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).]

**[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 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.

<u>Loss</u>	<u>Percentage of Principal Sum</u>
[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** means 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 31<sup>st</sup> 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 **combined, 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 previous 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 [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.

<u>Age On Date of Loss</u>	<u>Percentage of Principal Sum</u>
[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 law 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) disorders 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-road 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

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**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

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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 [1<sup>st</sup> ] of each month]

**[CERTIFICATE 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 [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:**

<u>Class</u>	<u>Hazard #</u>	<u>Description of Hazard</u>
[ Class 1 -	123	Relocation]

**[ACCIDENTAL DEATH [AND DISMEMBERMENT]][LOSS OF [SIGHT][SPEECH]HEARING][[PARALYSIS]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 Treatment 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]
<b>[X-Ray</b>	[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] ]
<b>[Laboratory Benefit</b>	[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] ]
<b>[Diagnostic X-Ray and Laboratory Benefit</b>	[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] ]
<b>[Nursing Maximum Benefit Amount:</b>	[Variable, e.g. any amount, \$25.00 to \$500.00 [per Injury] in \$5 increments]
<b>[Physiotherapy Benefit</b>	
<b>[Maximum Benefit Amount (Hospital Inpatient):</b>	[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 Amount (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.]]

Deleted: Spouse

**[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 [For Surviving Spouse[/Domestic Partner]	[Variable, e.g., Any number, 1 to 4]] [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 or 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 Policy 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 trustee 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 statute, 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 license; 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.

<u>Loss</u>	<u>Percentage of Principal Sum</u>
[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** means 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 31<sup>st</sup> 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 **combined, 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 previous 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 [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.

<u>Age On Date of Loss</u>	<u>Percentage of Principal Sum</u>
[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 law 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) disorders 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-road 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.

**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:

\_\_\_\_\_  
(Signature and Title of Applicant's Authorized Representative) Date: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Title of Underwriting Insurance Company Representative)

**[FOR COMPANY USE ONLY:**

**SALES OFFICE:** \_\_\_\_\_ **BROKER/AGENT:** \_\_\_\_\_ ]



[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: \_\_\_\_\_

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[Signature of Agent \_\_\_\_\_ Agent No.: \_\_\_\_\_ Date: \_\_\_\_\_ State of Enrollment: \_\_\_\_\_]

**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



Douglas M. Libby  
Chairman and CEO

Signature



James Kraus  
Secretary

SERFF Tracking #:

CRUM-128675849

State Tracking #:

Company Tracking #:

GAP-30000

**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 -Motor Club  
**Project Name/Number:** Group Accident- -National Motor Club/

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Accepted for Informational Purposes	09/11/2012
Comments:	In addition of 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 assoc		
Comments:	This was removed as we are filing for only one association.		

**SERFF Tracking #:**

CRUM-128675849

**State Tracking #:**

**Company Tracking #:**

GAP-30000

**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 -Motor Club

**Project Name/Number:**

Group Accident- -National Motor Club/

		<b>Item Status:</b>	<b>Status Date:</b>
Satisfied - Item:	Bylaws and Articles of Incorporation for the association	Approved	09/11/2012
Comments:			
Attachment(s):			
NMCA Articles 032256.PDF			
NMCA Articles of Merger 020573.PDF			
NMCA ByLaws 120287.PDF			
NMCA Restated Bylaws 110305.PDF			

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way • 3<sup>rd</sup> Floor • Eatontown, NJ 07724

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**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
GAP 30000	Group Accident Policy	44.2
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

**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:

\_\_\_\_\_  
(Signature and Title of Applicant's Authorized Representative) Date: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature and Title of Underwriting Insurance Company 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**

<b>(1) Policy Number</b>	The reference to the policy number will vary as issued and will be client specific.
<b>(2) Policyholder Name</b>	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.
<b>(3) Effective Date</b>	The date will vary and will always be after the date of approval.
<b>(4) Schedule Pages</b>	<p>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.</p> <p>The policy period will always be included in the Schedule but will vary to be a range of dates from the date of issue .</p> <p>Classes of Eligible Persons will vary based upon type of group and will be client specific.</p>

**Policy and Certificate for Group Accident Insurance**  
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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.

**Policy and Certificate for Group Accident Insurance**  
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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 coverage 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**  
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- (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**  
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- (28) Claims Provisions** Some of the claims provisions listed such as Commutation of losses; Exposure and Disappearance; Recovery; Subrogation and Right of 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 not 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.

ARTICLES OF INCORPORATION  
OF  
NATIONAL MOTOR CLUB OF TEXAS, INC.

Approved & filed in the office  
of the Secretary of State  
this 22 day of July 1925  
*W. C. Campbell*  
State Clerk

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned natural persons of the age of twenty-one (21) years or more, all of whom are citizens of the State of Texas, acting as incorporators of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is:

NATIONAL MOTOR CLUB OF TEXAS, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purposes for which the corporation is organized are:

1. To promote, establish, maintain and operate a club or association of automobile and other motor vehicle owners and operators in order to advance and promote the welfare, convenience and safety of such persons and to charge and collect dues and fees therefor.
2. To establish, maintain and render to members of such club or association all or any types of services which tend to advance and promote their enjoyment, convenience, welfare and safety in the use and operation of motor vehicles.
3. To promote and stimulate public interest in the betterment of all matters and conditions pertaining to public roads, streets and highways and the safe use thereof, and to carry on programs and campaigns for the purpose of informing the public of the state of such affairs, and to promote, by demonstration, instruction, publicity and all lawful means, the enactment and adoption of school, local, state and national programs which tend to promote the welfare, safety and convenience of the motoring public, and to cooperate with national, state, local and school district authorities in the enforcement and observation of traffic laws and regulations.
4. To advance the tourist business in general and promote

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and encourage the motoring public to an ever increasing use of local and national motor travel facilities.

5. To furnish advice, information and assistance of all kinds to owners and operators of self propelled vehicles of all kinds operated on land or sea or in the air and to establish and maintain branch offices, agencies and bureaus in this state and in other states for the function of disseminating information and serving and promoting the interests of the motoring public.

6. To enter into contracts and arrangements of whatever nature with individuals, firms, corporations or other associations which tend to promote the welfare, safety and convenience of the motoring public, including but not limited to, the providing of services, highway information, hotel, motel and other tourist accommodations.

7. To purchase, take, own, hold, deal in, mortgage or otherwise create liens upon and to lease, sell, exchange, convey, transfer or in any manner whatsoever dispose of personal property; and to purchase, take, own, hold, deal in, mortgage, or otherwise create liens upon and to lease, sell, exchange, convey, transfer, subdivide or in any manner whatsoever dispose of real property in towns, cities and villages and their suburbs not extending more than two miles beyond their limits, and to accumulate and lend money for that purpose.

8. To acquire the good will, rights and property and to undertake the whole or any part of the assets and liabilities of any person, firm, partnership, joint venture, association, or corporation; to pay for the same in cash, the stock of this Corporation, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenience in and about the conduct and management of such business.

9. To purchase, hold, sell and transfer the shares of its capital stock.

10. To form, promote, subsidize and assist, companies, corporations, syndicates or partnerships of any kind and to finance and refinance the same, but without banking and discounting privileges.

11. To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, partnership, joint venture, association or corporation, town, city, school district.

county, body politic, state, territory, government, or colony, or dependency thereof.

12. To lend or borrow money and negotiate loans, and to give and create liens upon the assets of this Corporation as security therefor, and to make any other security, but without banking and discounting privileges.

13. To do any or all of the things herein set forth as principal, agent, contractor, or otherwise, alone or jointly with natural persons or any legal entity.

#### ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is FIFTEEN HUNDRED (1,500) of the par value of TEN DOLLARS (\$10.00) each.

#### ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of FIFTEEN HUNDRED DOLLARS (\$1,500.), consisting of money, labor done or property actually received, which sum is at least equal to ten per cent of the total capitalization of said Corporation and not less than ONE THOUSAND DOLLARS (\$1,000.00).

#### ARTICLE SIX

The Post Office address of its initial registered office is 617 First National Bank Building, Dallas, Texas and the name of its initial registered agent at such address is Carl L. Phinney.

#### ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

James C. Craig, 6043 Prestonshire Lane, Dallas, Texas  
Doris Joy Craig, 6043 Prestonshire Lane, Dallas, Texas  
Clogene Clevenger, 6043 Prestonshire Lane, Dallas, Texas

#### ARTICLE EIGHT

The names and addresses of the incorporators are:

James C. Craig, 6043 Prestonshire Lane, Dallas, Tex.

Doris Joy Craig, 6043 Prestonsire Lane, Dallas, Tex.

Clogene Clevenger, 6043 Prestonsire Lane, Dallas, Tex.

IN WITNESS WHEREOF, we have hereunto set our hands this  
15<sup>th</sup> day of March, 1956.

James C. Craig  
JAMES C. CRAIG  
Doris Joy Craig  
DORIS JOY CRAIG  
Clogene Clevenger  
CLOGENE CLEVINGER

STATE OF TEXAS

COUNTY OF DALLAS

I, Edley W. Hines, a Notary Public, in and for  
Dallas County, Texas, do hereby certify that on this 15 day of  
March, 1956, personally appeared before me JAMES C. CRAIG, DORIS JOY  
CRAIG and CLOGENE CLEVINGER, who each being by me first duly sworn,  
severally declared that they are the persons who signed the foregoing  
document as incorporators and that the statements therein contained  
are true.

Edley W. Hines  
NOTARY PUBLIC, in and for  
Dallas County, Texas



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Filed in the Office of the  
 Secretary of State of Texas  
 This 30th day of Feb 1973  
 Deputy Director, Corporation Division

ARTICLES OF MERGER OF NATIONAL MOTOR CLUB OF  
 TEXAS, INC. AND NATIONAL MOTOR CLUB OF  
 OKLAHOMA, INC.

Pursuant to the provisions of Article 5.04 and 5.07 of the Texas Business Corporation Act, NATIONAL MOTOR CLUB OF TEXAS, INC., a Texas corporation, and NATIONAL MOTOR CLUB OF OKLAHOMA, INC., an Oklahoma corporation, do hereby adopt the following Articles of Merger for the purposes of merging NATIONAL MOTOR CLUB OF OKLAHOMA, INC. into NATIONAL MOTOR CLUB OF TEXAS, INC.

1. The plan of merger of said corporations as approved by the shareholders of each of the undersigned corporations, in the manner prescribed by the Texas Business Corporation Act, is attached hereto as Exhibit A and is incorporated herein for all purposes.

2. As to each of the undersigned corporations, the number of shares outstanding and the designation and the number of shares entitled to vote on such plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote</u>	
		<u>Description</u>	<u>No.</u>
NATIONAL MOTOR CLUB OF TEXAS, INC.	12,453	Class A	1,287
		Class B	11,166
NATIONAL MOTOR CLUB OF OKLAHOMA, INC.	14,552	Voting	1,000
		Non-Voting	13,552

NUMBER OF SHARES ENTITLED TO VOTE

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
NATIONAL MOTOR CLUB OF TEXAS, INC.	12,453	-0-
NATIONAL MOTOR CLUB OF OKLAHOMA, INC.	14,552	-0-

DATED:

NATIONAL MOTOR CLUB OF TEXAS, INC.

BY James C. Craig  
 JAMES C. CRAIG, PRESIDENT

BY Robert Earhart  
 ROBERT EARHART, SECRETARY

NATIONAL MOTOR CLUB OF OKLAHOMA, INC.

BY *James C. Craig*  
JAMES C. CRAIG, PRESIDENT

BY *Robert Earhart*  
ROBERT EARHART, SECRETARY

STATE OF TEXAS    |  
                          |  
COUNTY OF DALLAS |

I, *Edna F. Brown*, a Notary Public, do hereby certify that on this the 29 day of Dec. 1972, personally appeared before me JAMES C. CRAIG, who being by me first duly sworn, declared that he is the President of NATIONAL MOTOR CLUB OF TEXAS, INC. and the President of NATIONAL MOTOR CLUB OF OKLAHOMA, INC., that he signed the foregoing document as such officer, respectively, and that the statements therein contained are true.

*Edna F. Brown*  
NOTARY PUBLIC IN AND FOR DALLAS  
COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF DALLAS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated the 29th day of December, 1972, between NATIONAL MOTOR CLUB OF TEXAS, INC., a Texas Corporation (herein sometimes referred to as "NATIONAL MOTOR CLUB OF TEXAS"), and NATIONAL MOTOR CLUB OF OKLAHOMA, INC., an Oklahoma Corporation (herein sometimes referred to as "NATIONAL MOTOR CLUB OF OKLAHOMA"):

WITNESSETH:

WHEREAS, NATIONAL MOTOR CLUB OF TEXAS, INC., is a corporation organized and existing under and by virtue of the laws of the State of Texas, having as of the date of this Agreement authority to issue a total of 100,000 shares of stock consisting of 1,500 shares of common stock, Class A, of the par value of \$60.00 per share and 98,500 shares of common stock, Class B, of the par value of \$60.00 per share; of which 1,287 and 11,166 shares, respectively, are issued and outstanding as of the effective date of this Agreement; and

WHEREAS, NATIONAL MOTOR CLUB OF OKLAHOMA, INC., is a corporation duly organized and existing under the laws of the State of Oklahoma, having as of the effective date of this Agreement authority to issue 20,000 shares of stock consisting of 1,000 shares of voting common stock of the par value of \$40.00 per share, and 19,000 shares of non-voting common stock of the par value of \$40.00 per share of which 1,000 and 13,552 shares, respectively, are issued and outstanding as of the effective date of this Agreement; and

WHEREAS, the Board of Directors of NATIONAL MOTOR CLUB OF TEXAS and NATIONAL MOTOR CLUB OF OKLAHOMA, the parties hereto, deem it advisable and in the best interests of the corporations and their shareholders that NATIONAL MOTOR CLUB OF OKLAHOMA, INC. be merged into NATIONAL MOTOR CLUB OF TEXAS, INC.:

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants, and subject to the conditions herein set forth, the constituent corporations agree as follows:

ARTICLE I. The constituent corporations shall merge into a single corporation by NATIONAL MOTOR CLUB OF OKLAHOMA, INC. merging into and with NATIONAL MOTOR CLUB OF TEXAS, INC., the surviving corporation, which survives the merger, pursuant to the relevant provisions of the Texas Business Corporation Act. The surviving corporation shall change its name to NATIONAL MOTOR CLUB OF AMERICA, pursuant to the relevant portions of the Texas Business Corporation Act. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of the surviving corporation shall continue unaffected and unimpaired by the merger. Upon such merger, the separate existence of NATIONAL MOTOR CLUB OF OKLAHOMA, INC., except insofar as it may be continued by Statute, shall cease, and thereupon NATIONAL MOTOR CLUB OF OKLAHOMA, INC. and NATIONAL MOTOR CLUB OF TEXAS, INC. shall become and be a single corporation, the NATIONAL MOTOR CLUB OF AMERICA, did further, upon such merger the surviving corporation shall become the owner, without other transfer of all the rights and property of the constituent corporations, and the surviving corporation shall become subject to all the debts and liabilities of the constituent corporations in the same manner as if the surviving corporation had itself incurred them.

ARTICLE II. Except as hereinafter provided, the Articles of Incorporation of the surviving corporation as in effect upon the effective date of this merger shall be and remain the Articles of Incorporation under which the business of the surviving corporation shall be conducted, subject nevertheless to future amendments from time to time in the manner now or hereafter prescribed by law; provided, however, that it is expressly recognized, understood and agreed that this merger will (1) effect a change in the name of the surviving corporation, (2) effect a change in the number and par value of shares which the surviving corporation is authorized to issue, in that upon the merger and thereafter the surviving corporation will be authorized to issue a total of 3,500,000 shares of stock consisting of 1,000,000 shares of Class A common stock of the par value of \$1.00 per share and 2,500,000 shares of Class B common stock of the par value of \$1.00 per share, which shares shall have no voting rights except as required by law. In conformity with the foregoing, the Articles of Incorporation shall be amended as hereinafter set forth.

ARTICLE III. Article I and IV of the surviving corporation's Articles of Incorporation shall, upon this merger be amended, and thereafter be and read as follows:

"ARTICLE I.

The name of the corporation is NATIONAL MOTOR CLUB OF AMERICA, INC."

"ARTICLE IV.

The aggregate number of shares which the corporation shall have authority to issue is:

Class A: 1,000,000 Shares of the par value of \$1.00 each.

Class B: 2,500,000 shares of the par value of \$1.00 each, which shares shall have no voting rights except as required by law."

ARTICLE IV. The By-Laws of NATIONAL MOTOR CLUB OF TEXAS, INC. as in effect on the effective date of the merger, shall be and remain the By-Laws of the surviving corporation until the same shall be altered, amended, or repealed as provided therein or in the Articles of Incorporation of the surviving corporation or otherwise as provided by law.

ARTICLE V. The names and places of residence of the Directors of the surviving corporation and who shall hold office until the first annual meeting of the shareholders of the surviving corporation are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
JAMES C. CRAIG	6523 Desco Drive Dallas, Texas 75225
PHILIP A. BORGES	3621 Hopetown Dallas, Texas 75229
M. M. BALLARD	2406 Bon Aire Victoria, Texas 77901
MIKE HENSLEY	2901 - 68th Lubbock, Texas 79413
ROBERT F. EARHART	9930 Edgecliff Circle Dallas, Texas 75238

ARTICLE VI. Shares of Stock of the constituent corporations shall have converted into shares of the surviving corporation as follows:

- (a) Shares of NATIONAL MOTOR CLUB OF TEXAS, INC.:
- (1) On the effective date of this merger each full share of Class A Common Stock and each full share of Class B Common Stock of NATIONAL MOTOR CLUB OF TEXAS, INC., then issued and outstanding, and all rights in respect thereof, shall be converted into shares of Class A Common Stock or

into shares of Class B Common Stock, respectively, of NATIONAL MOTOR CLUB OF AMERICA, INC., the surviving corporation, as hereinafter set forth:

Each share of Common Stock of NATIONAL MOTOR CLUB OF TEXAS, INC. shall be exchanged and converted into 73 shares of Common Stock of NATIONAL MOTOR CLUB OF AMERICA, INC. This exchange and conversion of Common Stock has been calculated at the book value of the shares of Common Stock of NATIONAL MOTOR CLUB OF TEXAS, INC. at the date of merger as determined in accordance with generally accepted accounting principles, except that investment in affiliated corporations shall be stated at cost.

(b) Shares of NATIONAL MOTOR CLUB OF OKLAHOMA, INC.,:

(1) On the effective date of this merger each share of voting Common Stock of NATIONAL MOTOR CLUB OF OKLAHOMA, INC., that is issued and outstanding on the effective date of the merger shall be exchanged and converted into 47 shares of Class A Common Stock of NATIONAL MOTOR CLUB OF AMERICA, INC., the surviving corporation, and each share of non-voting Common Stock of NATIONAL MOTOR CLUB OF OKLAHOMA, INC., that is issued and outstanding on the effective date of

the merger shall be exchanged and converted into 47 shares of Class B Common Stock of NATIONAL MOTOR CLUB OF AMERICA, INC., the surviving corporation. The 2,990 shares of non-voting Common Stock and the 550 shares of voting Common Stock, all of NATIONAL MOTOR CLUB OF OKLAHOMA, INC., and owned by the NATIONAL MOTOR CLUB OF TEXAS, INC., shall not be issued as shares of stock in NATIONAL MOTOR CLUB OF AMERICA, INC., but will instead be cancelled and the assets will be transferred to NATIONAL MOTOR CLUB OF AMERICA, INC. This exchange and conversion of Common Stock has been calculated at the book value of the shares of Common Stock of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. at the date of merger as determined in accordance with generally accepted accounting principles, except that investment in affiliated corporations shall be stated at cost.

(c) On and after the effective date of the merger all of the shareholders of the constituent corporations shall surrender their certificates of stock in that corporation to the surviving corporation by delivering the same to the surviving corporation or its duly

authorized agent at 2711 Cedar Springs, Dallas, Dallas County, Texas. On receiving such certificates, the surviving corporation shall issue in exchange therefor a certificate of shares of stock in the surviving corporation, to which such shareholders shall be entitled as hereinbefore provided.

- (d) Shareholders in the surviving corporation shall be entitled to receive any and all dividends on stock of the surviving corporation that may be declared and paid between the effective date of the merger and the issuance to such shareholder of a certificate of Common Stock in the surviving corporation.

**ARTICLE VII.** Neither NATIONAL MOTOR CLUB OF OKLAHOMA, INC. nor NATIONAL MOTOR CLUB OF TEXAS, INC. (which name shall be changed to NATIONAL MOTOR CLUB OF AMERICA, INC.), the surviving corporation, shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Agreement, without first obtaining the approval of the other, nor will either of them issue any rights to subscribe to, or to convert any obligation into, any shares of its capital stock, or issue or sell any shares of its capital

stock otherwise than upon exercise of a right or performance of any obligation of purchase or conversion outstanding on the date of this Agreement.

ARTICLE VIII. On the effective date of this merger, the surviving corporation shall, without other transfer, succeed to and possess all the rights, privileges, powers and franchises, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. and all and singular the rights, privileges, powers and franchises of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. and all property, real, personal and mixed, and all debts due NATIONAL MOTOR CLUB OF OKLAHOMA, INC. on whatever account, as well for stock subscriptions as all other things in action or belonging to NATIONAL MOTOR CLUB OF OKLAHOMA, INC., shall be vested in the surviving corporation; and all stock restrictions, repurchase agreements, profit sharing plans, etc. of the constituent corporations, shall be honored by the surviving corporation and remain in force and effect; and all property, property rights, privileges, powers and franchises, and all and every other interest of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. shall be thereafter as effectually the property of the surviving corporation as they were of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. on the effective date of said merger, and the title to any real estate, vested by

deed or otherwise, under the laws of the State of Texas or of any other states of the United States of the United States of America, in NATIONAL MOTOR CLUB OF OKLAHOMA, INC. shall not revert or be in any way impaired by reason of said merger; provided, however, that all rights of employees and creditors of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. and all liens upon any property of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. shall be preserved unimpaired, but limited in lien to the property affected by such liens at the time of the effective date of this merger; and all debts, liabilities and duties of NATIONAL MOTOR CLUB OF OKLAHOMA, INC. shall thence forth attach to the surviving corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. NATIONAL MOTOR CLUB OF OKLAHOMA, INC. herein agrees that from time to time, as and when requested by the surviving corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest or perfect in or confirm of record or otherwise to the surviving corporation title to and possession of all said property, rights, privileges, powers and franchises and in all other respects effectively carry out and effectuate the purposes of this agreement.

ARTICLE IX. Anything herein or elsewhere to the contrary notwithstanding, it is expressly recognized and agreed that the

Plan of Merger herein contained may be terminated and abandoned before the effective date of such merger:

(a) By the Board of Directors of either of the constituent corporations if any material covenant, representation or warranty contained herein which such corporation is entitled to rely shall have been breached;

(b) By mutual consent of the Board of Directors of both constituent corporations;

(c) By the Board of Directors of either of the constituent corporations if any material litigation shall be pending or threatened against either of the constituent corporations, or any of their respective assets, or the merger, which in the judgment of such board, renders it inadvisable to proceed with the merger;

(d) By the Board of Directors of either of the constituent corporations if any of the properties of the other of the constituent corporations shall have been damaged by fire or other casualty, whether or not insured, which, in the judgment of such board, materially and adversely affects the assets or the conduct of the business of such corporation to such an extent as to make it inadvisable to proceed with the merger;

(e) By the Board of Directors of either of the constituent corporations in the event that the merger shall be deemed by it to be impracticable by reason of the reasonably probable exercise of rights of appraisal and payment for shares the holders of shares of stock of either of the constituent corporations possess perforce the provisions of Article 5.11 of the Texas Business Corporation Act. In the event of termination and abandonment of this Agreement and Plan of Merger by the Board of

Directors of either of the constituent corporations as herein provided for, notice shall promptly be given to the other, and thereupon this Agreement and Plan of Merger shall become wholly void and of no effect, and there shall thereafter be no liability on the part of either of the constituent corporations or their respective Board of Directors or shareholders by reason thereof.

ARTICLE X. For the convenience of the parties and to facilitate the filing or recording of this Agreement and Plan any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

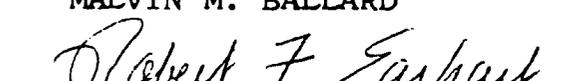
ARTICLE XI. This Agreement and Plan of Merger shall be submitted to the shareholders of the constituent corporation for their approval in the manner provided by the applicable laws of the State of Texas, at a meeting to be held on or before the 14th day of December, 1972, or at such other time as the Boards of Directors of the constituent corporations shall agree.

IN TESTIMONY WHEREOF, the constituent corporations, pursuant to and in conformity with the duly adopted resolutions of their respective Boards of Directors, have caused this Agreement and Plan to be signed in their respective corporate names and by their respective Presidents or Vice-Presidents and their respective corporate seals to be hereunto affixed and attested by their respective Secretaries or Assistant Secretaries, and a majority of the directors of each of the constituent corporations have also hereunto set their hands, all as of the day and year first above written.

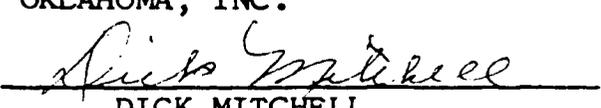
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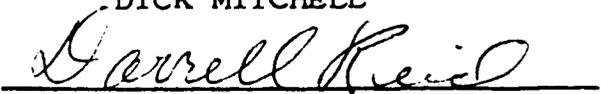
  
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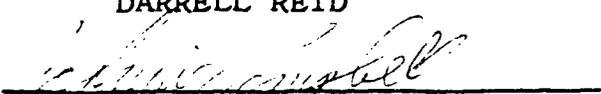
  
\_\_\_\_\_  
MALVIN M. BALLARD

  
\_\_\_\_\_  
ROBERT F. EARHART

NATIONAL MOTOR CLUB OF  
OKLAHOMA, INC.

  
\_\_\_\_\_  
DICK MITCHELL

  
\_\_\_\_\_  
DARRELL REID

  
\_\_\_\_\_  
JOHNNIE CAMPBELL

NATIONAL MOTOR CLUB OF TEXAS,  
INC. (CONTINUED)

Michael Hensley  
MIKE HENSLEY

Philip A. Borges  
PHILIP A. BORGES

Frank Fuller  
FRANK FULLER

NATIONAL MOTOR CLUB OF  
OKLAHOMA, INC. (CONTINUED)

Joe Glasgow  
JOE GLASGOW

L. L. Faulkner  
L. L. FAULKNER

W. O. Davis  
W. O. DAVIS

Mildred Reid  
MILDRED REID

Edward C. Hooper  
EDWARD C. HOOPER

Ray Pollock  
CHARLES MCDANIEL TRUST  
RAY POLLOCK, TRUSTEE

G. H. Kelsoe  
DIXIE CRAIG TRUST  
G. H. KELSOE, TRUSTEE

Robert F. Earhart  
DEBRA ANN CRAIG TRUST NO. 1  
ROBERT F. EARHART, TRUSTEE

## SECRETARY'S CERTIFICATE

(By-Laws - National Motor Club)

I, Jack McCarty, hereby state and certify under penalty of perjury of the laws of the State of Texas as follows:

(i) I am the duly elected and acting Secretary of National Motor Club, a Texas corporation (the "Company");

(ii) The copy of the Bylaws of the Company attached hereto and consisting of 21 pages, including the Secretary's Certificate attached thereto certifying to the adoption of same is a true and correct copy of the bylaws of the Company as adopted by the Board of Directors of the Company on December 2, 1987.

(iii) The Bylaws as attached hereto have not been changed or amended since adoption and remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Company this 2<sup>nd</sup> day of February, 1998.

  
Jack McCarty, Secretary

BYLAWS  
OF  
NMC ACQUISITION CORPORATION  
A Texas Corporation

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BYLAWS  
OF  
NMC ACQUISITION CORPORATION  
A Texas Corporation

PREAMBLE

These bylaws are subject to, and governed by, the Texas Business Corporation Act and the articles of incorporation of NMC Acquisition Corporation (the "Corporation"). In the event of a direct conflict between the provisions of these bylaws and the mandatory provisions of the Texas Business Corporation Act or the provisions of the articles of incorporation of the Corporation, such provisions of the Texas Business Corporation Act or the articles of incorporation of the Corporation, as the case may be, will be controlling.

ARTICLE ONE: OFFICES

1.01 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of Texas.

1.02 Other Offices. The Corporation may also have offices at such other places, both within and without the State of Texas, as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE TWO: SHAREHOLDERS

2.01 Annual Meetings. An annual meeting of shareholders of the Corporation shall be held during each calendar year on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, if not a legal holiday in the place where the meeting is to be held, and, if a legal holiday in such place, then on the next business day following, at the time specified in the notice of the meeting. At such meeting, the shareholders entitled to vote thereon shall elect directors and transact such other business as may properly be brought before the meeting.

2.02 Special Meetings. A special meeting of the shareholders may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting. Only business within the purpose or purposes described in the notice of special meeting may be conducted at such special meeting.

2.03 Place of Meetings. The annual meeting of shareholders may be held at any place within or without the State of Texas as may be designated by the board of directors. Special meetings of shareholders may be held at any place within or without the State of Texas as may be designated by the person or persons calling such special meeting as provided in Section 2.02 herein. Meetings of the shareholders shall be held at the principal office of the Corporation unless another place is designated for meetings in the manner provided herein.

2.04 Notice. Except as provided below, written or printed notice stating the place, day, and hour of each meeting of shareholders, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the person calling the meeting, to each shareholder of record entitled to vote at such meeting. Notwithstanding the foregoing, any notice required to be given to any shareholder need not be given to such shareholder if (a) notice of two consecutive annual meetings and all notices of meetings held during the period between those annual meetings, if any, or (b) all (but in no event less than two) payments (if sent by first class mail) of distributions or interest on securities during a twelve-month period have been mailed to such person, addressed at his address as shown on the records of the corporation, and have been returned undeliverable. Any action or meeting taken or held without notice to such a person shall have the same force and effect as if the notice had been duly given, and, if the action taken by the Corporation is reflected in any articles or document filed with the Secretary of State, those articles or that document may state that notice was duly given to all persons to whom notice was required to be given. If such a person delivers to the corporation a written notice setting forth his then current address, the requirement that notice be given to that person shall be reinstated.

2.05 Voting List. At least ten days before each meeting of shareholders, the secretary shall prepare a complete list of shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder during usual business hours. Such list shall be produced at such meeting, and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list.

2.06 Voting of Shares. Treasury shares, shares of the Corporation's own stock owned by another corporation the majority of the voting stock of which is owned or controlled by the Corporation, and shares of the Corporation's own stock held by the Corporation in a fiduciary capacity, shall not be shares entitled to vote or to be counted in determining the total number of outstanding shares entitled to vote. Shares entitled to vote held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without transfer of such shares into his name so long as such shares form a part of the estate and are in the possession of the estate being served by him. Shares entitled to vote held by a trustee may be voted by him, either in person or by proxy, only after the shares have been transferred into his name as trustee. Shares entitled to vote standing in the name of a receiver may be voted by such receiver, and shares entitled to vote held by or under the control of a receiver may be voted by such receiver without transfer of such shares into his name if authority to do so is contained in the court order by which such receiver was appointed. Shares entitled to vote standing in the name of another domestic or foreign corporation of any type or kind may be voted by such officer, agent, or proxy as the bylaws of such corporation may provide or, in the absence of such provision, as the board of directors of such corporation may determine. A shareholder whose shares entitled to vote are pledged shall be entitled to vote such shares (if such shares are otherwise entitled to vote) until they have been transferred into the name of the pledgee, and thereafter, the pledgee shall be entitled to vote such shares.

2.07 Quorum. The holders of a majority of the outstanding shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at any meeting of shareholders, except as otherwise provided by law, the articles of incorporation, or these bylaws. If a quorum shall not be present or represented at any meeting of shareholders, a majority of the shareholders entitled to vote at the meeting, who are present in person or represented by proxy, may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any reconvening of an adjourned meeting at which a quorum shall be present or represented any business may be transacted which could have been transacted at the original meeting, if a quorum had been present or represented.

2.08 Majority Vote; Withdrawal of Quorum. If a quorum is present in person or represented by proxy at any meeting, the vote of the holders of a majority of the outstanding shares entitled to vote, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one on which, by express provision of law, the articles of incorporation, or these bylaws, a different vote is

required, in which event such express provision shall govern and control the decision of such question. The shareholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding any withdrawal of shareholders which may leave less than a quorum remaining.

2.09 Method of Voting: Proxies. Every shareholder of record shall be entitled at every meeting of shareholders to one vote on each matter submitted to a vote, for every share standing in his name on the original stock transfer books of the Corporation except to the extent that the voting rights of the shares of any class or classes are limited or denied by the articles of incorporation. Such stock transfer books shall be prima facie evidence as to the identity of shareholders entitled to vote. At any meeting of shareholders, every shareholder having the right to vote may vote either in person or by a proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Each such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. If no date is stated on a proxy, such proxy shall be presumed to have been executed on the date of the meeting at which it is to be voted. Each proxy shall be revocable, unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

2.10 Closing of Transfer Books: Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any reconvening thereof or entitled to receive payment of a distribution (other than a distribution involving a purchase or redemption by the Corporation of any of its own shares) or a share dividend or in order to make a determination of shareholders for any other proper purpose, the board of directors may provide that the stock transfer books of the Corporation shall be closed for a stated period but not to exceed in any event 60 days. If the stock transfer books are closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than 60 days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and if no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders or entitled to receive a distribution (other than a distribution involving a purchase or redemption by the Corporation of its own shares) or a share dividend, the date on which the notice of the meeting is mailed or the date on which

the resolution of the board of directors declaring such distribution or share dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

2.11 Presiding Officials at Meetings. Unless some other person or persons are elected by a vote of a majority of the shares then entitled to vote at a meeting of shareholders, a director selected by the board shall preside at and the secretary shall prepare minutes of each meeting of shareholders.

### ARTICLE THREE: DIRECTORS

3.01 Management. The business and property of the Corporation shall be managed by the board of directors, and subject to the restrictions imposed by law, the articles of incorporation, or these bylaws, the board of directors may exercise all the powers of the Corporation.

3.02 Number: Election: Term: Qualification. The number of directors which shall constitute the board of directors shall be not less than one. The first board of directors shall consist of the number of directors named in the articles of incorporation. Thereafter, the number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof, but shall never be less than one. At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting of shareholders and until their successors are elected and qualified. No director need be a shareholder, a resident of the State of Texas, or a citizen of the United States.

3.03 Decreases in Number. No decrease in the number of directors constituting the entire board of directors shall have the effect of shortening the term of any incumbent director.

3.04 Removal. At any meeting of shareholders called expressly for that purpose, any director or the entire board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote on the election of directors.

3.05 Vacancies: Increases in Number. Any vacancy occurring in the board of directors (by death, resignation, removal, or otherwise) may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected to serve for the unexpired term of his predecessor in office. In case of any increase in the number of directors constituting the entire board of directors, the additional directors may be elected at a meeting of shareholders; or may be elected by the board of directors for a term of office continuing only until the

next election of one or more directors by the shareholders; provided that the board of directors may not fill more than two such directorships during the period between any two successive annual meetings of shareholders.

3.06 Place of Meeting. The board of directors may hold its meetings and may have an office and keep the books of the Corporation, except as otherwise provided by law, in such place or places within or without the State of Texas as the board of directors may from time to time determine.

3.07 First Meeting. Each newly elected board of directors may hold its first meeting for the purpose of organization and the transaction of business, if a quorum is present, immediately after and at the same place as the annual meeting of shareholders, and notice of such meeting shall not be necessary.

3.08 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time by resolution of the board of directors and communicated to all directors.

3.09 Special Meetings. A special meeting of the board of directors shall be held whenever called by any director at such time and place as such director shall designate in the notice of such special meeting. The director calling any special meeting shall cause notice of such special meeting to be given to each director at least 24 hours before such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

3.10 Quorum: Majority Vote. At all meetings of the board of directors, a majority of the directors, fixed in the manner provided in these bylaws, shall constitute a quorum for the transaction of business. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. The vote of a majority of the directors present at a meeting at which a quorum is in attendance shall be the act of the board of directors, unless the vote of a different number is required by law, the articles of incorporation, or these bylaws.

3.11 Procedure: Minutes. At meetings of the board of directors, business shall be transacted in such order as the board of directors may determine from time to time. The board of directors shall appoint at each meeting a person to preside at the meeting and a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be delivered to the secretary of the Corporation for placement in the minute books of the Corporation.

3.12 Presumption of Assent. A director of the Corporation who is present at any meeting of the board of directors at which action on any matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or shall forward any dissent by certified or registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

3.13 Compensation. Directors, in their capacity as directors, may receive, by resolution of the board of directors, a fixed sum and expenses of attendance, if any, for attending meetings of the board of directors or a stated salary. No director shall be precluded from serving the Corporation in any other capacity or receiving compensation therefor.

#### ARTICLE FOUR: COMMITTEES

4.01 Designation. The board of directors may, by resolution adopted by a majority of the entire board of directors, designate executive and other committees.

4.02 Number: Qualification: Term. Each committee shall consist of one or more directors appointed by resolution adopted by a majority of the entire board of directors. The number of committee members may be increased or decreased from time to time by resolution adopted by a majority of the entire board of directors. Each committee member shall serve as such until the earliest of (i) the expiration of his term as a director, (ii) his resignation as a committee member or as a director, or (iii) his removal as a committee member or as a director.

4.03 Authority. The executive committee, unless expressly restricted in the resolution adopted by a majority of the entire board of directors establishing the executive committee, shall have and may exercise all of the authority of the board of directors in the management of the business and affairs of the Corporation. Each other committee, to the extent expressly provided for in the resolution adopted by a majority of the entire board of directors establishing such committee, shall have and may exercise all of the authority of the board of directors in the management of the business and affairs of the Corporation. However, no committee shall have the authority of the board of directors in reference to:

- (a) amending the articles of incorporation;
- (b) approving a plan of merger or consolidation;

- (c) recommending to the shareholders the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business;
- (d) recommending to the shareholders a voluntary dissolution of the Corporation or a revocation thereof;
- (e) amending, altering, or repealing these bylaws or adopting new bylaws;
- (f) filling vacancies in or removing members of the board of directors or of any committee;
- (g) electing or removing officers or committee members;
- (h) fixing the compensation of any committee member; and
- (i) altering or repealing any resolution of the board of directors which by its terms provides that it shall not be amendable or repealable.

In the resolution adopted by a majority of the entire board of directors establishing an executive or other committee, the board of directors may expressly authorize such committee to declare dividends or to authorize the issuance of shares of the Corporation.

4.04 Committee Changes. The board of directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee. However, a committee member may be removed by the board of directors, only if, in the judgment of the board of directors, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4.05 Regular Meetings. Regular meetings of any committee may be held without notice at such times and places as may be designated from time to time by resolution of the committee and communicated to all committee members.

4.06 Special Meetings. A special meeting of any committee may be held whenever called by any committee member at such time and place as such committee member shall designate in the notice of such special meeting. The committee member calling any special meeting shall cause notice of such special meeting to be given to each committee member at least 12 hours before such special meeting. Neither the business to be transacted at, nor the purpose of, any special meeting of any committee need be

specified in the notice or waiver of notice of any special meeting.

4.07 Quorum: Majority Vote. At all meetings of any committee, a majority of the number of committee members designated by the board of directors shall constitute a quorum for the transaction of business. If a quorum is not present at a meeting of any committee, a majority of the committee members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. The vote of a majority of the committee members present at any meeting at which a quorum is in attendance shall be the act of a committee, unless the vote of a different number is required by law, the articles of incorporation, or these bylaws.

4.08 Minutes. Each committee shall cause minutes of its proceedings to be prepared and shall report the same to the board of directors upon the request of the board of directors. The minutes of the proceedings of each committee shall be delivered to the secretary of the Corporation for placement in the minute books of the Corporation.

4.09 Compensation. Committee members may, by resolution of the board of directors, be allowed a fixed sum and expenses of attendance, if any, for attending any committee meetings or a stated salary.

4.10 Responsibility. The designation of any committee and the delegation of authority to it shall not operate to relieve the board of directors or any director of any responsibility imposed upon it or such director by law.

#### ARTICLE FIVE: GENERAL PROVISIONS RELATING TO MEETINGS

5.01 Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member and no provision is made as to how such notice shall be given, it shall be construed to mean that notice may be given either (a) in person, (b) in writing, by mail, postage prepaid, addressed to such committee member, director, or shareholder at his address as it appears on the books of the Corporation or, in the case of a shareholder, the stock transfer records of the Corporation, (c) except in the case of a shareholder, by telegram, telex, cable, telecopies, or similar means, or (d) by any other method permitted by law. Any notice required or permitted to be given hereunder (other than personal notice) shall be addressed to such shareholder, director, or committee member at his address as it appears on the books of the Corporation or, in the case of a shareholder, on the stock transfer records of the Corporation or at such other place as such shareholder, director, or committee member is known to be at the time notice is mailed or transmitted. Any notice required

or permitted to be given by mail shall be deemed to be delivered and given at the time when the same is deposited in the United States mail, postage prepaid and addressed as aforesaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted with all charges prepaid and addressed as aforesaid.

5.02 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, any notice is required to be given to any shareholder, director, or committee member of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a shareholder, director, or committee member at a meeting shall constitute a waiver of notice of such meeting, except where a person attends a 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.

5.03 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such 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.

5.04 Action Without Meeting. Any action which may be taken, or is required by law, the articles of incorporation, or these bylaws to be taken, at a meeting of shareholders, directors, or committee members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders, directors, or committee members, as the case may be, entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect, as of the date stated therein, as a unanimous vote of such shareholders, directors, or committee members, as the case may be, and may be stated as such in any document filed with the Secretary of State of Texas or in any certificate or other document delivered to any person. The consent may be in one or more counterparts so long as each shareholder, director, or committee member signs one of the counterparts. The signed consent shall be placed in the minute books of the Corporation.

#### ARTICLE SIX: OFFICERS AND OTHER AGENTS

6.01 Number; Titles; Election; Term. The Corporation shall have a president, one or more vice presidents (and, in the case

of each vice president, with such descriptive title, if any, as the board of directors shall determine), a secretary, a treasurer, and such other officers and agents as the board of directors may deem desirable. The Corporation may also have a chairman of the board, one or more assistant treasurers, and one or more assistant secretaries. The board of directors shall elect a president, vice president, treasurer, and secretary at its first meeting at which a quorum shall be present after the annual meeting of shareholders or whenever a vacancy exists. The board of directors then, or from time to time, may also elect or appoint one or more other officers or agents as it shall deem advisable. Each officer and agent shall hold office until his successor has been elected or appointed and qualified, or, if earlier, at his death, resignation, or removal. Any two or more offices may be held by the same person. No officer or agent need be a shareholder, a director, a resident of the State of Texas, or a citizen of the United States.

6.02 Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors, whenever, in the judgment of the board of directors, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

6.03 Vacancies. Any vacancy occurring in any office of the Corporation (by death, resignation, removal, or otherwise) may be filled by the board of directors.

6.04 Authority. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these bylaws or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

6.05 Compensation. The compensation, if any, of officers and agents shall be fixed, increased, or decreased from time to time by the board of directors; provided, that the board of directors may by resolution delegate such authority to any other officer or officers of the Corporation.

6.06 Chairman of the Board. The chairman of the board, if a person is elected to such office by the board of directors, shall have such powers and authority as the board of directors shall from time to time prescribe, and shall take only those actions on behalf of the corporation as the board of directors shall direct.

6.07 President. The president shall be the chief executive, operating and administrative officer of the Corporation and, subject to the supervision of the board of directors, shall have charge of the actual day to day operations and management of the Corporation and its property with all such powers with respect to

such operations and management as may be reasonably incident to such responsibilities. Subject to the supervision of the board of directors, the President shall have general management of the business and property of the Corporation in the ordinary course of its business with all such powers with respect to such business and property as may be reasonably incident to such responsibilities, including, but not limited to, the power to employ, discharge, or suspend employees or agents of the Corporation, to fix the compensation of officers other than his own (unless such power has been withdrawn by resolution of the board of directors), to fix the compensation of employees and agents, and to suspend, with or without cause, any officer of the Corporation pending final action by the board of directors with respect to continued suspension, removal, or reinstatement of such officer.

6.08 Vice Presidents. Each vice president shall have such powers and duties as may be prescribed from time to time by the board of directors or as may be delegated from time to time by the president and (in the order as designated by the board of directors, or in the absence of such designation, as determined by the length of time each has held the office of vice president continuously) shall exercise the powers of the president during that officer's absence or inability to act or (unless otherwise determined by the board of directors) during any period in which a vacancy exists in the office of President.

6.09 Treasurer. The treasurer shall have custody of the Corporation's funds and securities, shall keep full and accurate accounts of receipts and disbursements, and shall deposit all moneys and valuable effects in the name and to the credit of the Corporation in such depository or depositories as may be designated by the board of directors. Additionally, the treasurer shall have the power to endorse for deposit, collection or otherwise, all checks, drafts, notes, bills of exchange, and other commercial paper payable to the Corporation and to give proper receipts and discharges for all payments to the Corporation. The treasurer shall perform such other duties as may be prescribed from time to time by the board of directors or as may be delegated from time to time by the president.

6.10 Assistant Treasurers. Each assistant treasurer, if a person is elected to such office by the board of directors, shall perform such duties as may be prescribed from time to time by the board of directors or as may be delegated from time to time by the president. The assistant treasurers (in the order as designated by the board of directors or, in the absence of such designation, as determined by the length of time each has held the office of assistant treasurer continuously) shall exercise the powers of the treasurer during that officer's absence or inability to act.

6.11 Secretary. The secretary shall maintain minutes of all meetings of the board of directors, of any committee, and of the shareholders or consents in lieu of such minutes in the Corporation's minute books, and shall cause notice of such meetings to be given when requested by any person authorized to call such meetings. With respect to any contract, deed, deed of trust, mortgage, or other instrument executed by the Corporation through its duly authorized officer or officers, the attestation to such execution by the secretary shall not be necessary to constitute such contract, deed, deed of trust, mortgage, or other instrument a valid and binding obligation against the Corporation unless the resolution, if any, of the board of directors authorizing such execution expressly states that such attestation is necessary. The secretary shall have charge of the certificate books, stock transfer books, stock ledgers, and such other stock books and papers as the board of directors may direct, all of which shall at all reasonable times be open to inspection by any director at the office of the Corporation during business hours. The secretary shall perform such other duties as may be prescribed from time to time by the board of directors or as may be delegated from time to time by the president.

6.12 Assistant Secretaries. Each assistant secretary, if a person is elected to such office by the board of directors, shall perform such duties as may be prescribed from time to time by the board of directors or as may be delegated from time to time by the president. The assistant secretaries (in the order designated by the board of directors or, in the absence of such designation, as determined by the length of time each has held the office of assistant secretary continuously) shall exercise the powers of the secretary during that officer's absence or inability to act.

#### ARTICLE SEVEN: CERTIFICATES AND SHAREHOLDERS

7.01 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law. The certificates shall be consecutively numbered, shall be entered as they are issued in the books of the Corporation or in the records of the Corporation's designated transfer agent, if any, and shall state upon the face thereof: (a) that the Corporation is organized under the laws of the State of Texas; (b) the name of the person to whom issued; (c) the number and class of shares and the designation of the series, if any, which such certificate represents; (d) the par value of each share represented by such certificate, or a statement that the shares are without par value; and (e) such other matters as may be required by law. The certificates shall be signed by the president or any vice president and also by the secretary, an assistant secretary, or any other officer; however, the signatures of any of such officers may be facsimiles. The certificates may be sealed with

the seal of the Corporation or a facsimile thereof. If any certificate is countersigned by a transfer agent or registered by a registrar, either of which is other than the Corporation itself or an employee of the Corporation, the signatures of the foregoing officers may be a facsimile.

7.02 Lost, Stolen, or Destroyed Certificates. The Corporation shall issue a new certificate in place of any certificate for shares previously issued if the registered owner of the certificate:

- (a) Claim. Makes proof by affidavit, in form and substance satisfactory to the board of directors, that a previously issued certificate for shares has been lost, destroyed, or stolen;
- (b) Timely Request. Requests the issuance of a new certificate before the Corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
- (c) Bond. If requested by the board of directors, delivers to the Corporation a bond, in form and substance satisfactory to the board of directors, with such surety or sureties and with fixed or open penalty, as the board of directors may direct, in its discretion, to indemnify the Corporation (and its transfer agent and registrar, if any) against any claim that may be made on account of the alleged loss, destruction, or theft of the certificate; and
- (d) Other Requirements. Satisfies any other reasonable requirements imposed by the board of directors.

When a certificate has been lost, destroyed, or stolen, and the shareholder of record fails to notify the Corporation within a reasonable time after he has notice of it, and the Corporation registers a transfer of the shares represented by the certificate before receiving such notification, the shareholder of record is precluded from making any claim against the Corporation for the transfer or for a new certificate.

7.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable only on the books of the Corporation by the shareholders thereof in person or by their duly authorized attorneys or legal representatives. Upon surrender to the Corporation or the transfer agent of the Corporation for transfer of a certificate representing shares duly endorsed and accompanied by any reasonable assurances that such endorsements are genuine and effective as the Corporation may require and after compliance with any applicable law relating to the collection of taxes, the Corporation or its transfer agent shall,

if it has no notice of an adverse claim or if it has discharged any duty with respect to any adverse claim, issue one or more new certificates to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

7.04 Registered Shareholders. The Corporation shall be entitled to treat the shareholder of record as the shareholder in fact of any shares and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

7.05 Legends. The board of directors shall cause an appropriate legend to be placed on certificates representing shares of stock as may be deemed necessary or desirable by the board of directors in order for the Corporation to comply with applicable federal or state securities or other laws.

7.06 Regulations. The board of directors shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, registration, or replacement of certificates representing shares of stock of the Corporation.

#### ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

8.01 Dividends. Subject to provisions of applicable statutes and the articles of incorporation, dividends may be declared by and at the discretion of the board of directors at any meeting and may be paid in cash, in property, or in shares of stock of the Corporation.

8.02 Reserves. The board of directors may create out of funds of the Corporation legally available therefor such reserve or reserves out of the Corporation's surplus as the board of directors from time to time, in its discretion, considers proper to provide for contingencies, to equalize dividends, to repair or maintain any property of the Corporation, or for such other purpose as the board of directors shall consider beneficial to the Corporation. The board of directors may modify or abolish any such reserve.

8.03 Fiscal Year. The fiscal year of the Corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors and the board of directors does not defer its determination of the fiscal year, the fiscal year shall be the calendar year.

8.04 Seal. The seal, if any, of the Corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the

affixation of such seal shall not be required to create a valid and binding obligation against the Corporation.

8.05 Resignation. A director, committee member, officer, or agent may resign by so stating at any meeting of the board of directors or by giving written notice to the board of directors, the president, or the secretary. The effective time of such resignation shall be any time specified in the statement made at the board of directors' meeting or in the written notice given to the Corporation, but in no event may the effective time of such resignation be prior to the time such statement is made or such notice is given. If no effective time is specified in the resignation, the resignation shall be effective immediately. Unless a resignation specifies otherwise, it is effective without being accepted.

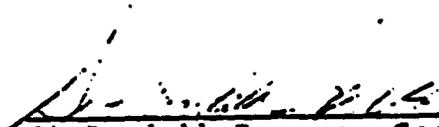
8.06 Securities of Other Corporations. The president or any vice president of the Corporation or any other person authorized by resolution of the board of directors shall have the power and authority to transfer, endorse for transfer, vote, consent, or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute, and deliver any waiver, proxy, or consent with respect to any such securities.

8.07 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors, subject to repeal or change by action of the shareholders.

8.08 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8.09 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing bylaws were unanimously adopted by the Board of Directors of the Corporation as of the 2nd day of December, 1987, TO WITNESS WHICH I have hereunto affixed my signature.

  
Si Randall Rogers, Secretary

RESTATED  
BY-LAWS  
of  
NATIONAL MOTOR CLUB OF AMERICA, INC.

Article I - Offices

1. **Registered Office and Agent.**

The registered office of the corporation shall be maintained at 6500 N Belt Line Road, Suite 200, Irving in the State of Texas. The name of the registered agent at such address shall be Jeffrey J. Jensen. The registered office or the registered agent, or both, may be changed by resolution of the board of directors, upon filing the statement required by law.

2. **Principal Office.**

The principal office of the corporation shall be at 6500 N. Belt Line Road, Suite 200, Irving, Texas 75063 provided that the board of directors shall have power to change the location of the principal office in its discretion.

3. **Other Offices.**

The corporation may also maintain other offices at such places within or without the State of Texas as the board of directors may from time to time appoint or as the business of the corporation may require.

Article II - Shareholders

1. **Place of Meeting.**

All meetings of shareholders, both annual and special, shall be held either at the registered office of the corporation in Texas or at such places, either within or without the state, as shall be designated in the notice of the meeting.

2. **Annual Meeting.**

The annual meeting of the shareholders for the election of directors and for the transaction of all other business which may come before the meeting shall be held annually each year at the day and hour specified in the notice of meeting.

If the election of directors shall not be held on the day above designated for the annual meeting, the board of directors shall cause the election to be held as soon thereafter as conveniently may be at a special meeting of the shareholders called for the purpose of holding such election.

### **3. Special Meetings.**

A special meeting of shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, or by these by-laws, may be called by resolution of the board of directors or by a writing filed with the secretary signed by either a majority of the directors or by shareholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote at any such meeting. Business transacted at a special meeting shall be confined to the subjects stated in the notice of the meeting.

### **4. Notice of Shareholders' Meeting.**

A written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, secretary or the officer or person calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the share transfer books of the corporation, with postage thereon prepaid.

In any case, where all the shareholders execute a waiver of notice of the time and place of meeting, no notice thereof shall be required, and any such meeting (whether annual or special) shall be held at the time and at the place (either within or without the State of Nevada specified in the waiver of notice.

### **5. Voting Shares.**

Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or classes are limited or denied by the Articles of Incorporation or by law.

Treasury shares, shares of its own stock owned by another corporation the majority of the voting stock of which is owned or controlled by this corporation, and shares of its own stock held by this corporation in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney in-fact. No proxy shall be valid after eleven (11) months for the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months.

Any vote may be taken viva voce or by show of hands, unless someone entitled to vote objects, in which case, written ballots shall be used.

At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote, unless prohibited by the Articles of Incorporation, to cumulate his votes by giving one candidate as many votes as the number of such directors multiplied by the number of his shares shall equal, or by distributing such votes on the same principal among any number of such candidates. Any shareholder who intends to cumulate his votes as herein authorized shall give written notice of such intention to the secretary of the corporation on or before the day preceding the election at which such shareholder intends to cumulate his votes.

#### **6. Closing Transfer Books and Fixing Record Date.**

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may provide that the share transfer books shall be closed for a state period not exceeding fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the by-laws or in the absence of an applicable by-law the board of directors may fix in advance a date as the record date for any such determination of shareholders, not later than fifty (50) days and, in case of a meeting of shareholders, no earlier than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders is to be taken. If the share transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, except where the determination has been made through the closing of the share transfer books and the stated period of closing has expired.

#### **7. Quorum of Shareholders.**

Unless otherwise provided in the Articles of Incorporation, the holders of a majority of the shares entitled to vote, represented in person or by proxy, at the commencement of such meeting shall constitute a quorum at a meeting of shareholders. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, but

in no event shall a quorum, once established, consist of the holders of less than one-third (1/3) of the shares entitled to vote and thus represented at such meeting. The vote of the holders of a majority of the shares entitled to vote and thus represented at a meeting at which a quorum is present shall be the act of the shareholders' meeting, unless the vote of a greater number is required by law, the articles of incorporation or the by-laws.

Despite the absence of a quorum at any quarterly or special meeting of shareholders, the holders of a majority of the shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

#### **8. Voting Lists.**

The officer or agent having charge of the share transfer books for the shares of the corporation shall make, at least ten (10) days before each such meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share transfer books shall be prima-facie evidence as to who are the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

### Article III - Directors

#### **1. Board of Directors.**

The business affairs of the corporation shall be managed by a board of directors. Directors need not be residents of the State of Texas or shareholders of the corporation.

#### **2. Number and Election of Directors.**

The Board of Directors shall consist of no less than three (3) or no more than five (5) members with three (3) year terms, vacancies will be appointed at the next board meeting and fill the term created by the vacancy. The number may be increased or decreased from time to time by an amendment to these by-laws, but no decrease shall have the effect of shortening the term of an incumbent director. At each annual election the shareholders shall elect directors to hold office. Each Director shall serve until his or her earlier death, resignation, removal or term has expired as stated.

**3. Removal of Directors.**

Any Director may be removed either for or without cause at any special or annual meeting of the shareholders of the corporation, by the affirmative vote of over two-thirds (2/3) in number of shares of the shareholders 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.

**4. Vacancies.**

Any vacancy occurring in the board of directors may be filled by the affirmative vote of the remaining directors, though less than a quorum of the board. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or special meeting of shareholders called for that purpose.

**5. Quorum of Directors.**

A majority of the board of directors shall constitute a quorum for the transaction of business. 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. A majority of the directors present, although less than a quorum, may adjourn the meeting from time to time without notice, until a quorum is present.

**6. Annual Meeting of Directors.**

Within thirty (30) days after each annual meeting of shareholders the board of directors elected at such meeting shall hold an annual meeting at which they shall elect officers and transact such other business as shall come before the meeting.

**7. Regular Meeting of Directors.**

A regular meeting of the board of directors may be held at such time as shall be determined from time to time by resolution of the board of directors.

**8. Special Meeting of Directors.**

The secretary shall call a special meeting of the board of directors whenever requested to do so by the president or by two directors. Such special meeting shall be held at the time specified in the notice of meeting.

**9. Place of Directors' Meetings.**

All meetings of the board of directors (annual, regular or special) shall be held either at the principal office of the corporation or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting.

**10. Notice of Directors' Meetings.**

All meetings of the board of directors (annual, regular or special) shall be held upon five (5) days' written notice stating the date, place and hour of meeting delivered to each director either personally or by mail or at the direction of the president or the secretary or the officer or person calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his last known address, with postage thereon prepaid.

In any case, where all the directors execute a waiver of notice of the time and place of meeting, no notice thereof shall be required, and any such meeting (whether annual, regular or special) shall be held at the time and at the place (either within or without the State of Texas specified in the waiver of notice. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where the directors attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

**11. Compensation.**

Directors, as such, shall not receive any stated salary 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 annual, regular or special meeting of the board, provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

**12. Interested Directors.**

Any contract or other transaction between the corporation, and any of its directors, or any corporation or firm in which any of the directors, is directly or indirectly interested, shall be valid for all purposes notwithstanding the presence of such director at the meeting during which the contract or transaction was authorized, and notwithstanding the director's participation at such meeting. The foregoing shall apply only if the interest of each director is known or disclosed to the entire board of directors, and that board nevertheless authorizes or ratifies the contract or transaction by a majority of the directors present. Each interested director is to be counted in determining whether a quorum is

present, but not in calculating the majority present to carry the vote. The foregoing shall also apply only if the contract or transaction is just and reasonable to the corporation at the time it is authorized and ratified. This section shall not be construed to invalidate any contract or transaction that would be valid in the absence of this paragraph.

#### Article IV - Officers

##### **1. Officers Election.**

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary, and a treasurer. All such officers shall be elected at the annual meeting of the board of directors provided for in Article III, Section 5. If any office is not filled at such annual meeting, it may be filled at any subsequent regular or special meeting of the board. The board of directors at such annual meeting, or at any subsequent regular or special meeting may also elect or appoint such other officers and assistant officers and agents as may be deemed necessary. Any two or more offices may be held by the same person, except the offices of president and secretary.

Unless otherwise specified by the board at the time of election or appointment, or in an employment contract approved by the board, all officers and assistant officers shall be elected to serve until the next annual meeting of directors (following the next annual meeting of shareholders) or until their successors are elected; provided, that any officer or assistant officer elected or appointed by the board of directors may be removed with or without cause at any regular or special meeting of the board whenever in the judgment of the board of directors the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Any agent appointed shall serve for the term, not longer than the next annual meeting of the board of directors, as shall be specified, subject to like right of removal by the board of directors.

##### **2. Vacancies.**

If any office becomes vacant for any reason, the vacancy may be filled by the board of directors.

##### **3. Powers of Officers.**

Each officer shall have, subject to these by-laws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to his office and such duties and powers as the board of directors shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the board of directors. The president may secure the fidelity of any and all officers by bond or otherwise.

**4. Compensation.**

The compensation of officers and agents shall be fixed from time to time by the board of directors.

**5. President.**

The president shall be the chief executive officer of the corporation. He shall preside at all meetings of the directors and shareholders. He shall see that all orders and resolutions of the board are carried out, subject however, to the right of the directors to delegate specific powers, except such as may be by statute exclusively conferred on the president, to any other officers of the corporation.

He or any vice-president shall execute bonds, mortgages and other instruments requiring a seal, in the name of the corporation, and, when authorized by the board, he or any vice-president may affix the seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of either the secretary or an assistant secretary. Her or any vice-president shall sign certificates of stock.

The president shall be ex-officio a member of all standing committees.

He shall submit a report of the operations of the corporation for the year to the directors at their meeting next preceding the annual meeting of the shareholders and to the shareholders at their annual meeting.

**6. Vice-Presidents.**

The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and they shall perform such other duties as the board of directors shall prescribe.

**7. The Secretary and Assistant Secretaries.**

The secretary shall attend all meetings of the board and all meetings of the shareholders and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. He shall give or cause to be given notice of all meetings of the shareholders and all meetings of the board of directors and shall perform such other duties as may be prescribed by the board. He shall keep in safe custody the seal of the corporation, and when authorized by the board, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of an assistant secretary.

The assistant secretary shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary, and they shall perform such other duties and the board of directors shall prescribe.

In the absence of the secretary or an assistant secretary, the minutes of all meetings of the board and shareholders shall be recorded by such person as shall be designated by the president or by the board of directors.

#### **8. The Treasurer and Assistant Treasurers.**

The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

The treasurer shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements. He shall keep and maintain the corporation's books of account and shall render to the president and directors an account of all of his transactions as treasurer and of the financial condition of the corporation and exhibit his books, records and accounts to the president or directors at any time. He shall disburse funds for capital expenditures as authorized by the board of directors and in accordance with orders of the president, and present to the president for his attention any requests for disbursing funds if in the judgment of the treasurer any such request is not properly authorized. He shall perform such other duties as may be directed by the board of directors or by the president.

If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

The assistant treasurers in the order of their seniority shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer, and they shall perform such other duties as the board of directors shall prescribe.

### Article V - Certificates of Stock; Transfer, etc.

#### **1. Certificates of Stock.**

The certificates for shares of stock of the corporation shall be numbered and shall be entered in the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the president or vice-president and the secretary or an assistant secretary and shall be sealed with the seal of the corporation or a facsimile thereof. If the corporation has a transfer agent or a registrar, other than the corporation itself or an employee of the corporation, the signatures of any such officer may be facsimile. In case any officer or officers who shall have signed or whose facsimile

signature or signatures shall have been used on any such certificate or certificates shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before said certificate or certificates shall have been issued, such certificate may nevertheless be issued by the corporation with the same effect as though the person or persons who signed the certificates or whose facsimile signature or signatures shall have been used thereon had been such officer or officers at the date of its issuance. Certificates shall be in such form as shall in conformity to law be prescribed from time to time by the board of directors.

The corporation may appoint from time to time transfer agents and registrars, who shall perform their duties under the supervision of the secretary.

## **2. Transfers of Shares.**

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

## **3. Registered Shareholders.**

The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

## **4. Lost Certificate.**

The board of directors may direct a new certificate or certificates be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost. When authorizing such issue of a new certificate or certificates, the board of directors in its discretion and as a condition precedent to the issuance thereof, may require the owner of such lost or destroyed certificate or certificates or his legal representative to advertise the same in such manner as it shall require or to give the corporation a bond with surety and in from satisfactory to the corporation (which bond shall also name the corporation's transfer agents and registrars, if any, as obligees) in such sum as it may direct as indemnity against any claim that may be made against the corporation or other obligees with respect to the certificate or certificates alleged to have been lost, destroyed, or to advertise and also give such bond.

## Article VI - Dividend

### 1. **Declaration.**

The board of directors may declare at any annual, regular or special meeting of the board and the corporation may pay, dividends on the outstanding shares in cash, property or in the shares of the corporation to the extent permitted by, and subject to the provisions of, the laws of the State of Texas.

### 2. **Reserves.**

Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time in their absolute discretion think proper as a reserve fund to meet contingencies or for equalizing dividends or for repairing or maintaining property of the corporation or for such other purposes as the directors shall think conducive to the interest of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

## Article VII - Miscellaneous

### 1. **Informal Action.**

Any action required to be taken or which may be taken at a meeting of the shareholders, directors or members of the executive committee, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the shareholders, directors, or members of the executive committee, as the case may be, entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the shareholders, directors, or members of the executive committee, as the case may be, at a meeting of said body.

### 2. **Seal.**

The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its incorporation and state the words "TEXAS," and "CORPORATE SEAL." The seal may be used by causing it or a facsimile to be impressed or affixed or in any other manner reproduced. The corporate seal may be altered by order of the board of directors at any time.

### 3. **Checks.**

All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

4. **Fiscal Year.**

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

5. **Directors' Annual Statement.**

The board of directors shall present at each annual meeting of shareholders a full and clear statement of the business and condition of the corporation.

6. **Amendments.**

These by-laws may be altered, amended or repealed in whole or in part by affirmative vote of the holders of a majority of the shares outstanding and entitled to vote, but such power may be delegated by the shareholders to the board of directors.

7. **Construction.**

Whenever the context so requires, the masculine shall include the feminine and the neuter, and the singular shall include the plural, and conversely. If any portion of these by-laws are deemed to be illegal or invalid, or inoperative, then, so far as is reasonable and possible these by-laws shall be construed as if such illegal or invalid or inoperative portion were not a part hereof, unless to do so would defeat the purposes for which these by-laws were created, and in such case, a special meeting of the board of directors shall be called as soon as is practicable, provided that reasonable notice of such meeting is given, in compliance with the notice provisions of these by-laws, for the purpose of adopting new by-laws.

8. **Headings.**

The headings used in these by-laws have been inserted for convenience only, and do not constitute matter to be construed in interpretation hereof.

The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing bylaws were unanimously adopted by the Board of Directors of the Corporation as of the 3<sup>rd</sup> day of November, 2005, To WITNESS WHICH I have hereunto affixed my signature.

  
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Secretary