

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

This Schedule of Benefits is informational only. All terms and conditions are defined in the policy wording and will govern interpretation of claims. The actual amount payable to the Insured Person under the terms of the policy will depend on the circumstances of the Insured Person's claim. Please read the policy carefully.

OCCUPATIONAL ACCIDENTS:

Coverage A: ACCIDENTAL DEATH AND DISMEMBERMENT:

I. Accidental Death	
Lump Sum:	\$50,000
Survivors Benefit:	\$2,000 per month, up to 100 months
Maximum Death and Survivors Benefit:	\$200,000
II. Dismemberment	
Loss Of:	Up to:
Both Hands or Both Feet	\$250,000
One Hand and One Foot	\$250,000
Sight of Both Eyes	\$250,000
Sight of One Eye and One Hand	\$250,000
One Hand or One Foot	\$125,000
Sight of One Eye	\$125,000
Speech	\$125,000
Hearing in Both Ears	\$125,000
One Finger or One Toe	\$25,000
Two Fingers or Two Toes	\$50,000
Three Fingers or Three Toes, or Thumb	\$75,000

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Assured Person as a result of the same accident, only one amount, the largest, will be paid.

III. Paralysis	Up To
Quadriplegia	\$250,000
Paraplegia	\$125,000
Hemiplegia	\$75,000

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Reduction of Benefits Table, The amount payable for any AD&D loss will be reduced when an Assured Person is age seventy (70) or older. The AD&D amount payable will be reduced by the applicable percentage shown in the following table:

AGE ON DATE OF ACCIDENT AMOUNT OF REDUCTION

70 – 74	35%
75 – 79	55%
80 – 84	70%
85 and Older	85%

Coverage B: DISABILITY

Benefit:	70% of average weekly earnings as defined by the policy up to \$500/week, \$125 minimum benefit.
Maximum Disability Benefit	\$300,000
Elimination Period: (Benefits paid from 1st day of disability after 8 days of disability)	7 days
Temporary Disability: (Disability from current occupation)	Up to 104 weeks. Medical care must begin within 90 days of a covered accident for disability to be payable under the Master Policy.
Permanent Disability: (Disabled from any occupation)	Up to a Maximum Disability Benefit

Coverage C: ACCIDENT MEDICAL EXPENSE:

Maximum Benefit:	Up to \$1,000,000
Duration of Benefit:	104 weeks from the date of loss.
Dental Benefit:	Included in Accident Medical Expense Benefit.
Commencement Period:	First expense must be incurred within 90 days of the accident.
Incurral Period:	Eligible expenses must be incurred within 104 weeks of the accident.

Endorsements applicable to Occupational Accident Benefits Only:

Pre-existing Condition up to \$25,000 Limit
Hernia and Hemorrhoids - Up to \$10,000, maximum combined disability and medical benefits of \$10,000
Waiver of Premium

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Endorsements applicable to Occupational Accident Benefits Only (continued):

Seat Belt and Air Bag Rider - \$25,000
 Severe Burn Benefit Rider - \$25,000
 Occupational Cumulative Trauma up to \$25,000 Limit
 Advance Payment Rider – 60% of the TTD Benefit
 Repatriation of Remains – Up to \$15,000

NON-OCCUPATIONAL ACCIDENT:

Coverage A: ACCIDENTAL DEATH AND DISMEMBERMENT:

I. Accidental Death	
Lump Sum:	\$15,000
Survivors Benefit:	\$0
Maximum Accidental Death Benefit:	\$15,000
II. Dismemberment	
Loss Of:	Up to:
Both Hands or Both Feet	\$15,000
One Hand and One Foot	\$10,000
Sight of Both Eyes	\$10,000
Sight of One Eye and One Hand	\$10,000
One Hand or One Foot	\$10,000
Sight of One Eye	\$10,000
Speech	\$10,000
Hearing in Both Ears	\$10,000
One Finger or One Toe	\$2,000
Two Fingers or Two Toes	\$2,500
Three Fingers or Three Toes, or Thumb	\$3,000
"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.	
If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.	
III. Paralysis	
Lump Sum:	Up To: \$10,000
Quadriplegia	\$10,000
Paraplegia	\$10,000
Hemiplegia	\$10,000

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Coverage B: DISABILITY

Benefit:	70% of average weekly earnings as defined by the policy up to \$500/week, \$125 minimum benefit.
Maximum Benefit	Up to \$15,000

Coverage C: ACCIDENT MEDICAL EXPENSE:

Maximum Benefit:	Up to \$15,000
Duration of Benefit:	52 weeks from the date of loss.
Deductible:	N/A
Dental Benefit:	Included in Accident Medical Expense Benefit.
Commencement Period:	First expense must be incurred within 90 days of the accident.
Incurral Period:	Eligible expenses must be incurred within 52 weeks of the accident.

LIMITS OF LIABILITY

Occupational Accident

Aggregate Per-Assured Person Limit of Liability (Combined Single Limit) (All covered losses with respect to any one Occupational Accident.)	\$1,000,000
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Total Aggregate Limit of Liability (All covered losses with respect to all Assured Persons in any one Occupational Accident)	\$2,000,000
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Non-Occupational Accident

Aggregate Per-Assured Person Limit of Liability (Combined Single Limit) (All covered losses with respect to any one Non-Occupational Accident.)	\$15,000
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Total Aggregate Limit of Liability (All covered losses with respect to all Assured Persons in any one Non-Occupational Accident)	\$30,000
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Coverage underwritten by:

Certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of Arthur J. Gallagher Risk Management Services, LLC. (Such Underwriters being hereinafter called "Underwriters"). In consideration of the premium paid, Underwriters bind themselves each for his own part, and not one another, their heirs, executors and administrators.

Claims Administered by:

CMC/Gallagher Bassett Services, Inc.
Post Office Box 419797
Kansas City, Missouri 64141-6797
1-800-821-5401

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

The **TOTAL AGGREGATE BENEFIT** payable under this policy for Accidental Death and Dismemberment, Disability and Medical Expense benefits combined for an Occupational Accident per Assured Person per covered Accident is as shown in the Schedule of Benefits. Order of Payment will be; (1) Coverage C, (2) Coverage B, and (3) Coverage A. Benefit payments made under one coverage will reduce any benefits payable under any other Coverage so that the total of all benefits payable will not exceed the aggregate benefit shown in the Schedule of Benefits. The Underwriters' will pay a benefit until the earliest of:

1. the Total Aggregate Benefit is paid
2. the Assured Person dies;
3. reaches the age of 75.

Benefit amounts for Assured Persons are shown below. These benefits are described in detail in the Description of Coverage provision. Benefits will be reduced by any benefits payable under other Valid and Collectible Insurance. Medical care by a Licensed Physician must begin within 30 (thirty) days of a covered Accident for any benefits to be payable under the policy.

COVERAGE A. ACCIDENTAL DEATH AND DISMEMBERMENT

(Any resemblance "Coverage A" benefits bear to scheduled injury or death benefits under any workers' compensation act is purely coincidental)

1. **Accidental Death Benefit:** If Accidental Death occurs within 365 (three hundred sixty five) days of a covered Accident and before the Assured Person reaches age 75, the Underwriters' will pay the scheduled lump sum to the Assured Person's named beneficiary as shown in the Schedule of Benefits.

NOTE: In the event that the Assured Person dies within 365 (three hundred sixty five) days of a covered Accident as a result of a covered Accident, the plan will pay a flat sum Death Benefit to the named beneficiary, plus if it is an Occupational Accident and if the Assured Person is survived by an eligible beneficiary or beneficiaries, the Underwriters' will pay the Survivor's Benefit outlined below.

2. **Survivors Benefit (Occupational Accident Only):** This benefit is payable if the Assured Person should die within 365 (three hundred sixty five) days of a covered Occupational Accident as the result of the covered Occupational Accident provided the Assured Person is survived by an eligible beneficiary or beneficiaries. If the Assured Person is survived by a Spouse, the Spouse will receive a monthly benefit as shown in the Schedule of Benefits until he or she dies or remarries, or until the Maximum Available Benefit shown in the Schedule of Benefits has been paid, whichever occurs first. If the Assured Person's Spouse dies or remarries, the Assured Person's Eligible Dependent Children will receive this benefit until they are no longer eligible, or the Maximum Available Benefit Amount has been paid, whichever occurs first.

3. **Accidental Dismemberment and Paralysis:**

The Underwriters' shall pay a benefit determined from the Schedule of Benefits if an Assured Person sustains a loss stated therein resulting from a covered Accidental Injury, provided that:

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

- a. such loss occurs within 90 (ninety) days from the date of the Accident causing such bodily Injury; and
- b. the benefit payable for such loss shall be the amount stated in Section III of the "Schedule of Benefits"; and
- c. If one Assured Person sustains more than one loss stated in said Schedule as a result of one Accident, only one of the amounts so stated in said Schedule, the largest, shall be payable.

Benefits will be payable in the scheduled lump sum and then monthly in the amount of \$1,000 per month up to the maximum amount shown in the Schedule of Benefits.

COVERAGE B. DISABILITY

(Any resemblance "Coverage B" benefits bear to temporary total disability benefits, permanent total disability benefits, and/or permanent partial impairment or disability benefits under any workers' compensation act is purely coincidental)

The maximum Weekly Benefit amount will be the lesser of the amount shown in the Schedule of Benefits or 70% of Average Weekly Earnings. Benefits will be reduced by any benefits payable under any other Valid and Collectible Insurance.

Elimination Period: 7 (seven) days (Benefits will be paid from first day after 8 (eight) days of disability.)

The Underwriters' will pay a benefit until the earliest of:

1. the Aggregate Benefit is paid for all benefits; or
2. the Assured Person dies;

Benefits payable for disability will be reduced by the amount of all other benefits. Other benefits include:

1. any amount which the Assured Person or Assured Person's dependents receive on account of disability under:
 - a. any group or franchise insurance or similar plan for persons in a group;
 - b. the Canadian and Quebec Pension Plans;
 - c. any local, state, provincial or federal government disability or retirement plan or law;
 - d. any salary or wage continuance plan of an Employer;
 - e. the Jones Act; or any Workers' Compensation (except as provided under paragraph 15 of General Provisions), Occupational Disease or similar law including all permanent as well as temporary disability benefits;
 - f. any work loss provision in the mandatory part of any "No-Fault" or PIP auto insurance;
2. any disability benefits which the Assured Person receives or are assumed to receive under the Federal Social Security Act on the Assured Person's own benefit;

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

3. any benefits which the Assured Person receives or is assumed to receive on behalf of the Assured Person's dependents; or which the Assured Person's dependents receive on account of the Assured Person's receipt or assumed receipt under the Federal Social Security Act; and

ASSUMED RECEIPT OF BENEFITS

If an Assured Person is covered under the Federal Social Security Act, or similar laws, the Assured Person will be assumed to be receiving such benefits for himself. These assumed benefits will be in amount the Administrator estimates the Assured Person is eligible to receive. This assumption will not be made if the Assured Person gives the Administrator proof that:

1. the Assured Person has applied for these benefits; and
2. payments were denied.

However, if payments for disability were denied solely because disability was not expected to last at least 12 (twelve) consecutive months, the Assured Person will be assumed to be receiving such benefits after the Assured Person's disability has continued for 12 (twelve) consecutive months. This assumption will not be made if the Assured Person gives the Administrator proof that:

1. the Assured Person has applied for these benefits; and
2. payments were denied.

The Administrator will not assume receipt of, nor reduce the Weekly Benefit by, any elective, actuarially reduced, early retirement benefits under such laws until the Assured Person actually receives such benefit.

PAYMENT OF CLAIMS

1. **Temporary Disability** - 70% of Average Weekly Earnings subject to the maximum per week as shown in the Schedule of Benefits payable for a maximum of 104 weeks.
2. **Permanent Disability (payable after 104 weeks of Temporary Disability benefits)** - 70% of Average Weekly Earnings subject to a maximum per week as shown in the Schedule of Benefits payable up to the Maximum Disability Benefit as shown in the Schedule of Benefits, subject to the Aggregate Benefit under coverages A and C.

DESCRIPTION OF COVERAGE

If an Assured Person is deemed to be totally Disabled by a Licensed Physician within 90 (ninety) days of a covered accident, is under continuous care of a Licensed Physician, and is not engaged in any occupation for wage or profit, the Underwriters' will pay Weekly Disability Income Benefits. The Underwriters' will pay 70% of an Assured Person's Average Weekly Earnings up to the Maximum Weekly Disability Benefit as shown in the Schedule of Benefits subject to the Total Maximum Disability Benefit per Accident and further subject to a Total Aggregate Benefit under all coverages as shown in the Schedule of Benefits. Temporary Disability of less than a full week shall be paid at the rate of 1/7th of the Weekly Disability Benefit for each day. Benefits shall be paid once the 7 (seven) day Elimination Period is satisfied.

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Temporary Disability Benefits will be payable up to 104 weeks if the Assured Person is:

- 1) disabled within 90 (ninety) days of the date of injury by an Occupational Accident covered by this policy;
- 2) unable to perform the essential duties of their regular occupation;
- 3) under the continuous care of a Licensed Physician; and
- 4) not engaged in any occupation for wage or profit.

In the event the original disability continues past the 104 weeks of Temporary Disability, Permanent Disability Benefits will be payable if the Assured Person is:

- 1) unable to perform the duties of any occupation for which the Assured Person is or could become qualified for by reason of education, training or experience;
- 2) under the continuous care of a Licensed Physician; and
- 3) not engaged in any occupation for wage or profit, and
- 4) when the Assured Person is granted a Social Security Disability Insurance award under Title II of the Social Security Act or any amendment thereof for the Total Disability; provided, the Total Disability is the primary result of the bodily injury caused by the Occupational Accident, and not the primary result of an unrelated injury, condition, or sickness.

The Permanent Disability Benefit shall cease on the earliest of the following dates:

- 1) the date the Assured Person is no longer Permanently Disabled.
- 2) the date the Assured Person dies.
- 3) the date the Assured Person's Social Security Disability Award ceases and converts to Social Security Retirement Benefits.
- 4) the date the Maximum Benefit Period shown in the Schedule for Permanent Disability has been reached.

After satisfaction of the 7 (seven) day Elimination Period, the Underwriters' will pay Medical and Disability benefits resulting from a surgically corrected hernia or hemorrhoids, up to the policy limit.

The Underwriters' may, review the Assured Person's status, and may require an account of his earnings and proof of his continued Temporary Disability. At the discretion of the Administrator, benefits may be paid monthly or bi-weekly, instead of weekly.

Separate periods of Temporary Disability resulting from the same or related causes will be considered one period of Temporary Disability unless separated by the Assured Person's return to Active Work for at least 2 (two) consecutive weeks.

Separate periods of Temporary Disability resulting from unrelated causes will be considered one period of Temporary Disability unless separated by the Assured Person's return to Active Work for at least 1 (one) full day.

COVERAGE C. ACCIDENT MEDICAL EXPENSE

(Any resemblance "Coverage C" benefits bear to medical expense benefits under any workers' compensation act are purely coincidental)

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

Benefits will be reduced by benefits payable under any "No-Fault" or PIP Auto Insurance. All benefits payable are subject to Maximum Allowable Charges. Insured Persons must be under the continuous care of a Licensed Physician to receive benefits. **First medical expenses must be incurred with 90 (ninety) days of the covered Accident for benefits to be payable under the policy.** Covered medical expenses must be incurred within incurral period as shown in the Schedule of Benefits. All medical expenses must be invoiced within 90 (ninety) days of the date of service.

OCCUPATIONAL ACCIDENTS

Benefits will be paid up to an aggregate benefit for eligible expenses as shown in the Schedule of Benefits under all sections of the policy combined.

DESCRIPTION OF COVERAGE

ELIGIBLE EXPENSES

Hospital Services: Charges for Hospital room, board and general nursing care, for each day of covered confinement, as shown on the Schedule of Benefits. Other necessary Hospital charges are also payable. However, the daily benefit provided for Hospital Intensive Care Unit Charges shall not exceed three times the basic daily room and board limit.

Doctor's Fees: Charges by a Doctor for medical treatment. Doctor's calls while the Assured Person is Hospital confined are limited to one call a day for one Doctor. Charge for one second opinion for surgery is covered.

Drugs: Charges for drugs and medicines prescribed by a Doctor, and which require a written prescription.

Ambulance: Charges incurred for local professional ambulance services, from the site of an Accident to a Hospital, and if necessary from the Hospital to the Assured Person's home or another medical facility.

Chiropractic Care: Charges incurred for treatment by a licensed chiropractor. Limited benefits payable up to \$3,000 per covered Accident.

Physical Therapy: Charges incurred for medically necessary treatment up to a maximum of 30 (thirty) visits.

Acupuncture: Charges incurred for treatment by a licensed practitioner. Limited benefits payable up to \$1,500 per covered Accident.

Psychological and Psychiatric: Charges incurred for treatment by a licensed practitioner. Limited benefits payable up to 30 visits at \$20 per visit.

DEFINITIONS

1. **"Accident"** means an unforeseeable event or occurrence which happens suddenly and violently and:

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

- a. occurs while coverage under the policy is in effect;
 - b. results in bodily Injury to the Assured Person.
- 2. **"Accidental Death"** means death caused by an Injury to an Assured Person occurring as the result of an Accident.
- 3. **"Actively at Work" or "Active Work"** means an Assured Person is performing his normal stated Occupational duties.
- 4. **"Assured Person"** means an eligible and enrolled person under contract with the Master Policyholder or under contract to or employed by a person who is under contract with the Master Policyholder.
- 5. **"Average Weekly Earnings"** means 75% of the Assured Person's income for Occupational services, performed within the Course and Scope of Contractual Obligations, as shown on IRS Form 1040, Schedule C, IRS Form 1099 or the entire amount of IRS Form W-2, whichever is less, based on the weekly amount.
- 6. **"Course and Scope of Contractual Obligations"** means an activity related to and originating out of the business or businesses of the Facilitating Motor Carrier specified in the Certificate of Insurance Schedule which is performed by a Contractor while under Dispatch. The term includes activities conducted on the premises of the Assured or at other locations.
- 7. **"Cumulative Trauma"** means an injury diagnosed by a Physician as occurring without an accident being the direct cause of injury. Cumulative trauma includes injury caused by continual stress and strain related to duties performed within the Course and Scope of Contractual Obligations. Such injury may be due to repetitive traumatic acts. Hernias and Hemorrhoids are not considered to be cumulative trauma
- 8. **"Dispatch"** means the period of time an Assured Person operates his vehicle, which includes being in route to pick up a load, picking up a load, in route to deliver a load, unloading a load, in route to pick up another load. The term Dispatch will also include the waiting time for a load if the Assured Person is not at home, as well as performing truck repair.
- 9. **"Doctor"** means a duly licensed practitioner of the healing arts, acting within the scope of his license. It does not include the Assured Person or a member of his immediate family.
- 10. **"Eligible Dependent Children"** are the Assured Person's unmarried children under age 19 (age 23, if full-time students) who had been dependent on the Assured Person for support.
- 11. **"Elimination Period"** means the days at the beginning of a disability period for which no disability benefits are payable.
- 12. **"Helper"** means a person who:
 - a. Is performing courier assistance services to an Assured Person;

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

- b. Is classified as an independent contractor by the Assured Person that has engaged his or her services, and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance, or for any other purpose;
 - c. Receives for federal income tax purposes a 1099 and not a W-2; and
 - d. Is covered under this Occupational Accident policy when the Occupational Accident occurred.
13. **"Hospital"** means an institution set up according to law which:
- a. is mainly for the care and treatment of sick, ailing, or injured in-patients; and
 - b. is run by a staff of one or more Doctors, available at all times; and
 - c. provides nursing services at all times; and
 - d. provides organized diagnostic and surgical facilities either on the premises or by contract with another Hospital; and
 - e. is not mainly a place for convalescence, rest, nursing, custody, extended care or care of the aged, drug addicts, or alcoholics.
14. **"Injury"** means Accidental bodily Injury occurring while the Assured Person sustaining such Injury is insured hereunder resulting, solely through external, traumatic means, directly and independently of all other causes, in loss covered hereunder. All injuries sustained by the Assured Person in any one Accident are considered a single Injury.
15. **"Intensive Care Unit"** means a special intensive care area or cardiac care unit in a Hospital. It must:
- a. be separated from the surgical recovery room; and
 - b. be separated from rooms, beds and wards used for patient confinement; and
 - c. have constant attendance by full-time Nurses assigned exclusively to such unit; and
 - d. contain apparatus used in the treatment of the critically ill; and
 - e. be under the direct supervision of a full-time Doctor or an Intensive Care Committee of a medical staff.
16. **"Licensed Physician"** means a duly licensed practitioner of the healing arts, acting within the scope of his license. It does not include Assured Person or a member of his immediate family.
17. **"Maximum Allowable Charge"** means the following: (a) a usual fee is defined as the charge made for a given service by a Doctor to the majority of his patients; and (b) a customary fee is one which is charged by the majority of Doctors within a community for the same services. All benefits are limited to Usual and Customary Charges.
18. **"Medicare"** means the "Health Insurance for the Aged and Disabled Act" passed by the Congress of the United States of America under Title XVIII of the Social Security Act Amendments of 1965, as amended.
19. **"Non-Occupational Accident"** means occurring while an Assured Person is not performing the duties of his occupation as defined in definition 20 and is not under Dispatch.

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

20. **"Nurse"** means a graduate Nurse, including Nurse and Licensed Practical Nurse. It does not include the Assured Person or member of his immediate family.
21. **"Occupational"** means occurring while the Assured Person is under contract with the Facilitating Motor Carrier arising solely out of or in the course of his normal work and occurring while traveling between assigned destinations and/or under Dispatch.
22. **"Occupational Disease"** means an illness arising out of an Assured Person's duties under a covered contract which causes damage or harm to the physical structure of the body. Occupational disease does not include ordinary illnesses of life to which the general public is exposed outside of the Assured Person's Course and Scope of Contractual Obligations or an illness resulting directly from an accident.
23. **"Permanent Disability"** means the complete inability of the Assured Person to engage in any occupation for which he is or could become qualified by reason of education, training or experience.
24. **"Pre-Existing Conditions"** means an illness or injury for which an Assured Person has:
- a. incurred charges;
 - b. received medical treatment or advice;
 - c. consulted a *Physician*; or
 - d. took prescribed drugs
25. within 12 months before the enrollment date by the Assured Person
26. **"Severance"** means the complete separation and dismemberment of the limb from the body.
27. **"Sound Natural Teeth"** means teeth that either are unaltered or are fully restored to their normal function and are free of disease or decay; however, this does not include damage to crowns, dentures and/or dental appliances.
28. **"Facilitating Motor Carrier"** means the entity as specified in item 8 of the Certificate of Insurance Schedule.
29. **"Spouse"** means the person to whom the Assured Person is legally married, unless there is a decree of legal separation.
30. **"Temporary Disability"** means the complete inability of the Assured Person to engage in the material and substantial duties of his occupation for the first twenty-four (24) months following the date of the Accident.
31. **"Valid and Collectible Insurance"** means any policy providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by any of the following plans covering the Assured Person:
- a. any "No Fault" or PIP auto insurance.

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

WHO IS ELIGIBLE

A person may be insured only under the class of eligible persons shown below.

Class of Eligible Persons:

Class I – Independent Contractors:

Each Independent Contractor over age 21 and under age 75 who is under contract with the Facilitating Motor Carrier will become eligible to be insured under the policy on the latest of:

1. The Effective Date of the policy; or
2. the date he becomes an Independent Contractor for the Facilitating Motor Carrier; or
3. the date he is Actively at Work in his stated occupation.

WHO IS AN ASSURED

Coverage under the policy is offered to those Eligible Persons who meet the eligibility requirements of the policy. To be insured the required cost must be paid.

Effective Date of Insurance: The effective date of insurance for an Eligible Person who signs the required application form and pays the required cost will be the later of:

1. the Effective Date of the policy; or
2. the first day after application is received and cost is paid and the first day after the Assured Person is Actively at Work for the Facilitating Motor Carrier for at least one day.

Termination of Insurance: An Assured Person's insurance under the policy will end on the earliest of:

1. the date the policy is terminated; or
2. the date the Assured Person is no longer in a Class of Eligible Persons; or
3. the date the required cost is not paid subject to any Grace Period provision in the policy.

Termination will not affect an Assured Person's claims for loss that occurs while coverage for the Assured Person is in effect.

Grace Period: After payment of the first monthly Cost, the policy will have a 31 (thirty-one) day grace period. This means if a monthly payment is not paid on or before the date it is due, it may be paid within the 31 (thirty-one) day grace period. During this time the Insured Person's coverage under the policy will stay in force. If the monthly cost is not paid within the Grace period, the Assured Person's coverage under the policy will terminate; and the effective termination date will be the last day for which the monthly cost was paid.

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OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

EXCLUSIONS

The insurance under the policy does not cover loss directly or indirectly contributed to or resulting from any one or more of the following:

1. Any state's workers' compensation act.
2. Suicide, intentionally self-inflicted injuries; gunshot wounds which are either intentionally self-inflicted or the result of an attack provoked by the Assured Person; except that benefits will be payable when such Injuries are inflicted on an Assured Person by another person while the other person is committing a felony; and benefits will be payable for Injuries resulting from an unprovoked attack on the Assured Person;
3. Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
4. Sickness, disease, bodily infirmity or bacterial or viral infection, regardless of how contracted. This exclusion does not include bacterial infection that is the natural and foreseeable result of an Accidental external cut or wound, or Accidental food poisoning.
5. Intoxication or being under the influence of a controlled substance unless prescribed by and taken under the supervision of Doctor;
 - a. For the purpose of this exclusion, intoxication means: a person is deemed to be intoxicated if the level of alcohol in his blood equals or exceeds the amount where a person is presumed, under the law of the locale in which the Injury is sustained, to be under the influence of alcohol or intoxicating liquor, regardless of whether or not the Assured Person is operating a motor vehicle when the Injury is sustained;
 - b. For the purpose of this exclusion, under the influence means: a person is deemed to be under the influence of a narcotic, barbiturate or hallucinatory drug, as defined in the law of the locale in which the Injury is sustained, unless prescribed by a "Physician" and taken in accordance with the prescribed dosage, regardless of whether or not the Assured Person is operating a motor vehicle when the Injury is sustained;
 - c. The insurer shall not be liable for any loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of any controlled substance unless administered on the advice of a physician:
6. Any Injury arising out of a Union "stop work" action;
7. Any Pre-Existing conditions, except as provided in the Schedule.

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

8. Treatment provided by a Hospital or institution that would not charge a person in the absence of the insurance under the policy or that is owned or operated by the state or national government or agency thereof. This does not apply to a tax supported institution of the State of Texas that would not charge a non-indigent person;
9. The Assured Person engaging in or taking part in:
 - a. naval, military or air force service or operations;
 - b. winter sports (other than skating or curling);
 - c. scuba diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, pot holing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
 - d. driving or riding on motor cycles or motor scooters;
10. Eye exams, eyeglasses and hearing aids;
11. Prosthetic or orthopedic appliances unless required for the replacement of natural parts of the body;
12. Hernia or hemorrhoids, except as provided under the Schedule;
13. Cosmetic, plastic or restorative surgery, unless medically necessary for the treatment of covered injuries. "Medically necessary" means the treatment, service or supply is (a) prescribed by the Assured Person's Doctor for Injury; and (b) appropriate, according to conventional medical practices, to the Injury;
14. Travel or flight in any vehicle or device for aerial navigation, including boarding or alighting there from:
 - a. While being used for any racing, test or experimental purposes; or
 - b. While the Assured Person is operating, learning to operate or serving as a member of the crew thereof; or
 - c. While being operated by or for or under the direction of any military authority, other than transport type aircraft operated by the Military Air Command (MAC) of the United States of America or the similar air transport service of any other country; or
 - d. Which vehicle or device, if a civil aircraft, does not have a valid United States air worthiness certificate, or its foreign equivalent of an unlimited classification; or
 - e. While being operated by a person who does not hold a valid pilot certificate or rating authorizing him to operate it;
15. Professional services, supplies or Hospitalization for rest cures, convalescent, domiciliary or sanatoria care, or custodial care. Custodial care means that type of care, whenever furnished by and by whatever name called, which is designed primarily to assist an individual in meeting his activities of daily living;
16. Services or supplies which are not recommended and approved by the attending Physician;
17. Charges related to ingestion or injection of narcotics or hallucinogens, or any gas or fumes, taken or inhaled voluntarily or by voluntary poisoning;

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

18. Deliberate exposure to exceptional danger (except in an attempt to save human life);
19. Non-prescription medicines, vitamins, food, nutritional supplements, health club memberships or exercise equipment, even if prescribed or administered by a Licensed Physician;
20. Charges for necessary services and supplies in excess of the Maximum Allowable Charge;
21. Services and supplies not reasonably necessary. To be "reasonably necessary", service or supply must be ordered by a Licensed Physician and be commonly and customarily recognized throughout the medical profession as appropriate in the treatment of the diagnosed sickness or Injury. It must neither be educational nor experimental in nature, nor provided primarily for research. Also, the length of the Hospital confinement and the Hospital's services and supplies will be "reasonably necessary" only to the extent reasonably related to the treatment of the condition involved and not allowable, as determined by the Administrator, to the patient's scholastic, educational or vocational training;
22. Charges for services relating to treatment which is experimental or investigational, when not a recognized, generally accepted medical procedure;
23. Registered and/or Private duty nursing care services;
24. Charges incurred as the result of an Injury suffered in a fight where the Assured Person is the aggressor, or during the commitment of or attempted commitment of a crime by the Assured Person;
25. Occupational therapy except as related to rehabilitation from an Accident to restore basic functions;
26. Insect stings or spider bites;
27. Massage therapy;
28. Interpreter's fees;
29. Psychological or psychiatric treatment; as provided in the Schedule.
30. Repetitive or Cumulative Trauma as defined by the policy.
31. Weapons of Mass Destruction;
32. Terrorism. It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or put the public, or any section of the public in fear.

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

If the underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the insured.

COST PROVISIONS

Payments: Payments are due on the first day of each month at the cost specified in the policy.

The Facilitating Motor Carrier must provide the Administrator with the information necessary to determine the payment due. If, through error, the Facilitating Motor Carrier fails to provide the Administrator with required or accurate information, the Underwriters' liability shall be limited to the extent that the Underwriters' would have been liable had such errors not occurred. The Underwriters' shall, in every such case, be furnished with reasonable proof of the bona fide nature of such error.

Grace Period: After payment of the first monthly cost, the policy will have a thirty-one (31) day grace period. This means if a monthly payment is not paid on or before the date it is due, it may be paid within the thirty-one (31) day grace period. During this time the policy will stay in force. If monthly cost is not paid within the Grace period, the coverage for the Assured Person under the policy will terminate; and the effective termination date will be the last day for which monthly cost was paid.

Cost Subject to Change: The Underwriters' have the right to change the cost:

1. on any payment due date after the policy has been in force; and
2. if there is a change in coverage of classes eligible; and
3. if there is a change in the risks assumed.

The Underwriters' will give 30 (thirty) days written notice of any change. Notice will be sent to the last address shown in our records for the Facilitating Motor Carrier.

GENERAL PROVISIONS

1. Entire Contract Changes

The policy, the individual insurance application of the Assured Person, endorsements and the papers attached to the policy, if any, constitute the entire contract of insurance. All statements made by the Facilitating Motor Carrier or the Assured Person shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense of a claim under the insurance unless it is contained in a written insurance application of the Facilitating Motor Carrier or such Assured Person. No change in the insurance shall be valid unless approved by the Underwriters' and unless such approval be endorsed hereon or attached hereto. No agent has authority to change the insurance or to waive any of its provisions.

2. Notice of Claim

Written notice of claim must be given to the Administrator within thirty (30) days after the occurrence or commencement of any loss covered by the insurance, or as soon thereafter as is reasonably possible.

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

3. Claim Forms

The Administrator upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by them for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements hereof as to proof of loss upon submitting, within the time fixed herein for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

4. Proof of Loss

Written proof of loss must be furnished to the Administrator at the said office within 90 (ninety) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event,

except in the absence of legal capacity, later than one year from the time proof is otherwise required.

5. Time of Payment of Claims

Benefits payable under the policy for any loss will be paid within sixty (60) days upon receipt of due written proof of such loss and acceptance by the Underwriters'.

6. Payment of Claims

Benefits for Accidental Death will be payable in accordance with the beneficiary designation and the provision respecting such payment which may be prescribed herein and effective at the time of payment. All other benefits will be payable to the Assured Person. Losses to be paid in United States currency.

7. Medical Records

It is a condition precedent to the Underwriters' liability to pay compensation to the Assured Person or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters'.

8. Physical Examination and Autopsy

The Underwriters' at their own expense shall have the right and opportunity for their medical advisers to examine the Assured Person when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

9. Legal Actions

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

No action at law or in equity shall be brought to recover on the insurance under the policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements hereof. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

10. Change of Beneficiary

The right to change of beneficiary is reserved to the Assured Person and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the insurance under the policy or to any change of beneficiary or beneficiaries, or to any other changes in the insurance.

No change of beneficiary or assignment of interest under the policy shall be binding on the Underwriters' unless and until the original or a duplicate thereof is filed with the Underwriters', who assume no responsibility for the validity thereof.

11. Cancellation

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured or Facilitating Motor Carrier at any time by written notice or by surrendering of this Contract of Insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering or mailing to the Assured or Facilitating Motor Carrier, by registered, certified or other first class mail, at the Assured's or Facilitating Motor Carrier's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If the Assured, Facilitating Motor Carrier or Underwriters cancel, the cost shall be fully earned through the effective date of cancellation. In the event of cancellation, Underwriters will return as soon as practicable the unearned portion of any cost paid.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

12. Conformity With State Statutes

Any provision of the policy or this document which, on its effective date, is in conflict with the statutes of the state in which it is issued is hereby amended to conform to the minimum requirements of such statutes.

13. Communications

All communications regarding the insurance under the policy, other than service of process, made by the Facilitating Motor Carrier to the Underwriters' shall be deemed to have been received by the Underwriters' if made in writing to the Administrator. Any communications made in writing to the Facilitating Motor Carrier by the Administrator on behalf of the certain Underwriters' shall be deemed to have been made by the Underwriters'.

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

14. Workers' Compensation and Employers' Liability

The policy is **NOT** statutory Workers' Compensation and Employers' Liability and the benefits under the policy do not necessarily equal the benefits which an Assured Person might be eligible for under Workers' Compensation. The Insured Person elects to participate under this program in lieu of voluntarily securing statutory Workers' Compensation and Employers' Liability. Further, an Assured Person agrees that in the event of an Occupational Accident, he will look to the policy in lieu of statutory Workers' Compensation and Employers' Liability.

15. Assignment of Benefits

No benefits shall be payable under this policy for any loss for which the Assured Person claims coverage under any workers compensation, Occupational Disease or similar law. In the event benefits are paid to an Assured Person from a statutory Workers Compensation and Employer's Liability policy, the benefits which an Assured Person is entitled to under the policy will be automatically assigned to the Facilitating Motor Carrier's Insurance Company or the entity from which the compensation benefits are paid. Therefore, the Assured Person hereby agrees to assign immediately all benefits which he has received or would otherwise be eligible for under the policy to the company from which Workers Compensation benefits are paid. The Underwriters reserve the right to recover, from the Assured Person, any benefits paid under this policy which are subsequently claimed under any workers compensation, Occupational Accident or similar law.

16. Additional Assured Persons

To the group of Assured Persons originally insured hereunder may be added from time to time, upon compliance with the provisions hereof, all new eligible persons of the Facilitating Motor Carrier being eligible persons under contract with the Facilitating Motor Carrier who have been agreed by the Underwriters' together with their effective dates, but addition of eligible persons coverage to run only to the expiring date of the policy.

17. Right to Recover Overpayments

In addition to any rights of recovery, reimbursement or subrogation provided to the Underwriters' herein, when payments have been made by the Underwriters' with respect to covered charges in an amount in excess of the maximum amount of payment necessary to satisfy an obligation of the policy as set forth herein, the Underwriters' shall have the right to recover such payment to the extent of such excess, from any one or more of the following: any person to whom such payments were made (i.e. medical providers, etc.), the Assured Person involved, any insurance company, or any other organization(s) which received the payment or should have paid the payment.

18. Right to Benefit Reduction

To the extent that the Underwriters' may recover all or part of the benefits previously paid from the Assured Person involved, the said Assured Person shall be deemed, by

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

virtue of his coverage under the policy, to have agreed that the Underwriters' may deduct such amounts from his future benefits due and payable by the Underwriters' until recovery is complete.

19. Right to Audit

The Underwriters' reserve the right to withhold payment to a provider of service and to conduct an audit of the provider's charges at any time these charges appear to be outside usual, reasonable, customary and medically necessary. The Underwriters' may reduce benefits based on the result of this audit.

20. Fraud

Any fraud, misstatement or concealment by an Assured Person either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Assured Person in question but any such fraud, misstatement or concealment by or known to the Facilitating Motor Carrier shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

21. Authorized Medical Care

All medical care incurred as the result of an Accidental Injury deemed to be covered under the policy must be pre-authorized by the Administrator to be considered a covered expense by the Underwriters'. The exception to this will be the initial emergency medical care rendered at the time of an Accident. The Administrator must be notified of all Hospital confinements occurring as the result of a covered Accident within 48 (forty-eight) hours of admission.

22. Service of Suit Clause (U.S.A.)

It is agreed that in the event of the failure of the Underwriters' hereon to pay any amount claimed to be due hereunder, the Underwriters' hereon, at the request of the Assured Person or Facilitating Motor Carrier, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States.

Pursuant to any statute of any state, territory or district of the United States which makes provisions therefor, Underwriters' hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceedings instituted by or on behalf of the Assured Person or Facilitating Motor Carrier or any beneficiary here under arising out of the policy of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

23. Statement Not Warranties

All statements made by the Facilitating Motor Carrier or by an Assured Person will be deemed representations and not warranties. No statement made by the Facilitating Motor Carrier or by the Assured Person to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing, and is signed by the Facilitating Motor Carrier or the Assured Person and a copy is sent to the Facilitating Motor Carrier, the Assured Person or his Beneficiary.

24. Other Insurance

In the event that an Assured Person is insured against the same risks under another policy or other insurance provided by the same Underwriters', one maximum amount which such Assured Person may claim from Underwriters' shall not exceed the greater amount for which he is insured under the policy or such other insurance. In no event shall an Assured Person recover under the policy and under such other insurance.

25. Conditional Claim Payment

If an Assured Person suffers a covered Injury received in an Accident; and for which, in the opinion of the Underwriters', a third party may be liable; the Underwriters' will pay the amount of benefits that would be paid under the policy. However, the Assured Person must first agree in writing to refund the lesser of:

- a. the amount actually paid by the Underwriters' for such covered Accident; or
- b. an amount equal to the sum actually received from the third party for such covered Accident.

At the time such third party liability is determined and satisfied, this amount shall be paid whether determined by settlement, judgment, arbitration or otherwise. If the Assured Person does not receive payment from a third party for such Covered Accident, the Underwriters reserve the right to subrogate against the Third Party.

26. Continuous Care of a Licensed Physician

An Assured Person must remain under continuous care of a Licensed Physician in order for benefits to be payable under the policy. If an Insured lapses his scheduled medical treatments, benefits will cease until treatment is resumed. If treatments lapse for a period of 30 (thirty) days, all benefits cease and the claim will be closed.

27. Additional Provisions

The policy covers an Assured Person while flying as a passenger in any aircraft except as excluded under Exclusion No. 16.

28. Exposure and Disappearance

If, while insured under the policy, an Assured Person disappears because of an Accident not excluded from the coverage hereof resulting in the disappearance, forced landing,

STATEMENT OF COVERAGE "DISCLAIMER": The coverage described herein is not workers' compensation insurance and does not satisfy requirements under any state's workers' compensation act.

OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

stranding, sinking or wrecking of a vehicle in which such Assured Person was an occupant, and if the body of the Assured Person has not been found within one year of the date of such Accident, it will be presumed, subject to any evidence to the contrary, that the Assured Person suffered Accidental Death within the meaning of the policy, but if subsequently found to be living, any benefit paid, is liable for immediate refund to the Underwriters' by the person or persons to whom it was paid.

29. Maintenance and Examination of Records

The Facilitating Motor Carrier shall maintain records of Assured Persons showing, with respect to each, the essential particulars of the policy. The Underwriters' or their authorized representatives shall be permitted to examine and copy such records at any time while the policy is in force and within three years of expiration of the policy or until final adjustment and settlement of all claims hereunder, whichever is later.

30. Designation of Beneficiary

The beneficiary for the lump sum Accidental Death benefit shall be as provided in the beneficiary designation made by the Assured Person which is on file with the Facilitating Motor Carrier. In the absence of such beneficiary designation, or in the event the designated beneficiary predeceases the Assured Person, benefits for Accidental Death will be paid to the first of the following surviving beneficiaries: The Assured Person's (1) Spouse, (2) dependent child or children, jointly, or if neither of the first two, to the (3) estate. However, this clause does not alter the definition of "survivors benefit" for Accidental Death & Dismemberment, as noted on page 2 in this Evidence of Insurance.

If any person entitled to receive benefits under the policy is a minor or otherwise not competent to give a valid release, such benefits shall be paid to such person's legally appointed guardian or conservator.

31. Final Settlement - Loss of Life, Dismemberment or Permanent Disability

Benefits payable under Coverages "A" and "B" of the policy may, at the election of the administrator and/ or the Underwriters', be settled on a commuted lump sum basis. In the event that the Assured Person/Designated Beneficiary does not wish to accept such commuted lump sum payment, then the continuation of benefits under Coverages "A" and "B" will be funded by the purchase of an annuity from a life insurance company with a minimum A. M. Best rating of A+ VIII. Upon the purchase of an annuity designating the Assured Person as payee, the Assured Person agrees that the obligation to make the future payments, as outlined in the policy, is transferred to the life insurance company. Upon such transfer, the Assured Person will rely solely on the life insurance company to satisfy the schedule of payments and no further demands or claims can or will be made against the Underwriters'.

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LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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LLOYD'S CCPA PRIVACY POLICY¹

UNDERWRITERS AT LLOYD'S, LONDON

This CCPA Privacy Policy explains how Certain Underwriters at Lloyd's, London ("we" or "us") collect, use, and disclose personal information subject to the California Consumer Privacy Act ("CCPA"). "Personal information" is information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident ("consumer") or household. This CCPA Privacy Policy also describes the privacy rights of California consumers and how they can exercise those rights.

The CCPA does not apply to certain types of information, such as information subject to the Gramm-Leach-Bliley Act ("GLBA") or the Fair Credit Reporting Act ("FCRA"). This means that this CCPA Privacy Policy may not apply to personal information that we collect about individuals who seek, apply for, or obtain insurance products or services for personal, family, or household purposes. The CCPA also has limited application to personal information we collect in connection with providing a product or service to a business.

PERSONAL INFORMATION WE COLLECT

We collect, and in the past 12 months have collected, the categories of personal information described below from the sources described below. Some of this personal information may be subject to GLBA or FCRA.

Directly From You

We collect, and in the past 12 months have collected, the following categories of personal information about you that you include in your application or other forms that you submit, or that you otherwise provide to us:

- [Personal identifiers, such as name, postal address, email address, Social Security number, policy number, account number, driver's license number, or passport number
- Customer records information, such as bank account number, credit or debit card number, other financial information, phone number, health insurance information, or medical history
- Protected information, such as race, religion, sexual orientation, gender, age, or marital status
- Commercial information, such as records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, or transaction or account information
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation]²

From Our Affiliates and Third Parties

We collect the following categories of personal information about you from our affiliates and other third parties, such as agents, brokers, consumer reporting agencies, or loss adjusters:

- [Personal identifiers, such as name, postal address, email address, Social Security number, policy number, account number, driver's license number, or passport number

- Customer records information, such as bank account number, credit or debit card number, other financial information, phone number, health insurance information, or medical history
- Protected information, such as race, religion, sexual orientation, gender, age, or marital status
- Commercial information, such as information about your transactions with our affiliates or other parties (e.g., balances and payment history), records of personal property and insurance products or services purchased or obtained, purchasing or consuming histories, transaction or account information, credit-worthiness, claims history, or credit history
- Professional or employment related information, such as work history
- Education information, such as school and date of graduation]³

We may also draw inferences from the personal information we collect directly from you or from our affiliates and third parties.

HOW WE USE PERSONAL INFORMATION

The purposes for which we use personal information depend on our relationship or interaction with a specific California consumer. We may use, and in the past 12 months have used, personal information to underwrite your insurance policy and evaluate claims under your policy; to operate and manage our business; to provide and maintain our insurance products and services; to verify your identity; to detect and prevent fraud; for vendor management purposes; to operate, manage, and maintain our business, such as developing and marketing our products and services; to conduct research and data analysis; to comply with applicable laws; to respond to civil, criminal, or regulatory lawsuits or investigations; to exercise our rights or defend against legal claims; to resolve complaints and disputes; to perform compliance activities; and to perform institutional risk control.

PERSONAL INFORMATION WE DISCLOSE

We disclose, and in the past 12 months have disclosed, the categories of personal information described in “Personal Information We Collect” for the purposes described in “How We Use Personal Information” to the following categories of third parties:⁴

- Affiliates
- Agents
- Brokers
- Service providers, such as loss adjusters, fraud prevention services, and software providers
- Regulatory and law enforcement agencies
- Attorneys, auditors, and other business partners

In the past 12 months, we did not sell personal information, as the term “sell” is defined under the CCPA.

YOUR RIGHTS

You may have certain rights under the CCPA. These rights are subject to certain conditions and exceptions. Your rights under the CCPA may include:⁵

- **Right to Request to Know.** You have the right to request to know the following information about our practices over the past 12 months: (i) the categories of personal information we collected about you; (ii) the categories of sources from which we collected the personal information about you; (iii)

the categories of third parties with whom we shared personal information, (iv) the categories of personal information we sold or disclosed about you and the categories of third parties to whom we sold or disclosed that particular category of personal information; (v) our business or commercial purpose for collecting or selling your personal information; and (vi) the specific pieces of personal information we collected about you.

You may exercise your right to request to know twice a year, free of charge. If we are unable to fulfill your request to know, we will let you know the reason why. Please note, in response to a request to know, we are prohibited from disclosing your Social Security number; driver's license number or other government-issued identification number; financial account number; any health insurance or medical identification number; an account password, security questions, or answers; and unique biometric data generated from measurements or technical analysis of human characteristics.

- **Right to Request to Delete.** You have the right to request that we delete the personal information that we have collected from you. We may deny your request under certain circumstances, such as if we need to retain your personal information to comply with our legal obligations or if retaining the information is necessary to complete a transaction for which your personal information was collected. If we deny your request to delete, we will let you know the reason why.
- **Right to Non-Discrimination.** If you choose to exercise any of these rights, we will not discriminate against you in any way.

If you, or your authorized agent, would like to make a request to know or request to delete, contact us at +1 630.773.3800⁶.

We will take steps to verify your identity before processing your request to know or request to delete. We will not fulfill your request unless you have provided sufficient information for us to reasonably verify that you are the individual about whom we collected personal information. We may request additional information about you so that we can verify your identity. We will only use additional personal information you provide to verify your identity and to process your request.

You may use an authorized agent to submit a request to know or a request to delete. When we verify your agent's request, we may verify both your and your agent's identity and request a signed document from you that authorizes your agent to make the request on your behalf. To protect your personal information, we reserve the right to deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. You may also make a consumer request on behalf of your minor child.

UPDATES TO PRIVACY NOTICE

We may change or update this CCPA Privacy Policy from time to time. If we make material changes to this CCPA Privacy Policy, we will provide you with an updated copy of the policy.

CONTACTING US

If you have any questions or concerns about this CCPA Privacy Policy or would like to learn more about how we protect your privacy, please contact the agent or broker through whom you purchased this insurance policy.

Effective Date:

May 1, 2026

¹This privacy policy does not cover agents of the Underwriters or visitors to the Underwriters' websites. If the Underwriters are selling personal information of agents and coverholders, or they have a website, they will need a separate policy for these individuals.

²The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; or audio, electronic, visual, or olfactory information since it seemed unlikely that the Underwriters are collecting this information. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

³The categories of personal information under the CCPA that are most likely being collected have been listed. The categories of personal information we did not include are biometric information; geolocation information; internet or other electronic network activity; or audio, electronic, visual, or olfactory information since it seemed unlikely that the Underwriters are collecting this information from affiliates or third parties. This section should be customized so that categories or types of personal information not being collected are deleted. If a specific type of personal information is collected that is not included, that specific piece of personal information should be added to the relevant category.

⁴Underwriters should confirm this section is accurate as to the parties with whom personal information is shared.

⁵It has been assumed that the Underwriters are not selling consumers' personal information and the right to opt-out of the sale of personal information has therefore not been included. If personal information is being sold, this notice will need to be amended/updated.

⁶CCPA requires that insurers provide a toll free contact number, for consumers to make requests. This is an obligation that Underwriters will need to rely on their coverholders for, so this should be provided /completed by the coverholder. It is not required that the toll-free number be answered by a live individual.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

APPLICABLE LAW (U.S.A.)

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

14/09/2005

NUCLEAR/RADIOACTIVE EXCLUSION CLAUSE
(for attachment to Personal Accident and/or Illness Policies)

This Insurance does not cover claims in any way caused or contributed to by:
nuclear reaction, nuclear radiation or radioactive contamination.

LSW1210

CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days or as per state requirements or wording equivalent thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA 1331

20/04/1961

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920

08/10/2001

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

Motor Insurance Cyber Exclusion No. 3
(1st and 3rd Party cyber risks exclusion)

This Section of your insurance policy does not cover any loss, theft, damage, impairment, disablement or loss of use of your vehicle, or any legal liability arising from death, bodily injury or third party property damage, caused by:

- i. the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
- ii. the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
- iii. any computer virus, ransomware, code or software;
- iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
- v. any threat, deception or hoax relating to i., ii., iii., and/or iv. above.

LMA5439
15 September 2020

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon
Lloyd's America, Inc.
Attention: Legal department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020

14/09/2005

Texas Complaints Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Call: Ryan Pfeiffer (Producer) at 816-329-0820²

Email: Ryan_Pfeiffer@ajg.com

Mail: 4622 Pennsylvania Ave Ste 920, Kansas City, MO 64112

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

¹ Health Maintenance Organization

² The insuring company may choose to list the agent, agency or MGA and their phone number instead. If provided, this information must be below the required insuring company paragraph and above the Texas Department of Insurance paragraph.

³A Spanish version of the notice must be included for personal automobile, homeowners, and accident and health policies, binders, certificates, and evidences of coverage.

¿Tiene una queja o necesita ayuda?³

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Ryan Pfeiffer (Producer) at 816-329-0820²

Correo electrónico: Ryan_Pfeiffer@ajg.com

Dirección postal: 4622 Pennsylvania Ave Ste 920, Kansas City, MO 64112

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance,
PO Box 12030, Austin, TX 78711-2030

LMA9080E

16 June 2023

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a (insert appropriate tax rate) percent tax on gross premium.

LMA9079
01 September 2013

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from the NAIC internet website:**

https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

D-2 (Effective January 1, 2020)

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact Ryan Pfeiffer at:

**Arthur J. Gallagher Risk Management Services, Inc.
4622 Pennsylvania Ave Ste 920
Kansas City, MO 64112**

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

**Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA**

**Phone: 1-844-849-7828
Email: complaints@lloyds.com**

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

**Consumer Hotline
1-800-927-4357 (HELP)**

**TDD Number
1-800-482-4833 (TTY)**

**California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013**

FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

LMA9037
01 September 2013

FLORIDA SURPLUS LINES NOTICE (RATES AND FORMS)

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

LMA9038
01 September 2013

ILLINOIS CANCELLATION AND NON-RENEWAL CLAUSE

The following provisions shall apply and supersede any provisions to the contrary contained in the attached insurance.

1. **CANCELLATION NOTICE.** This Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance to the Correspondent issuing this Insurance. This Insurance may also be cancelled with or without the return or tender of the Unearned Premium by Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Assured's producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.
2. **CANCELLATION NOTICE PERIOD.** Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given. If the attached insurance provides for a longer notice period, such longer period shall apply.
3. **RETURN PREMIUM.** In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The Earned Premium shall be calculated as stated in the insurance to which this is attached. If the attached insurance does not provide for calculation of the Earned Premium, the following shall apply: (A) If this Insurance is cancelled by the Assured, Underwriters shall retain the short rate proportion of the premium hereon, or of any Minimum Premium stipulated herein, in accordance with the table below. (B) If this Insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any Minimum Premium stipulated herein.
4. **REASON FOR CANCELLATION.** If this Insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the Assured violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this Insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
5. **NOTICE OF NON-RENEWAL.** If Underwriters elect not to renew this Insurance, they will mail written notice of non-renewal to the Assured at the last mailing address known by Underwriters. The notice of non-renewal shall be mailed at least 60 days prior to the expiration date of this Insurance, and shall state the reason for non-renewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Assured's producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the Assured, and the Assured has failed to comply with the terms of the renewal offer.

SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR

Days Insurance in Force	Per Cent. of One Year Premium	Days Insurance in Force	Per Cent. of One Year Premium
1	5	154-156	53
2	6	157-160	54
3 - 4	7	161-164	55
5 - 6	8	165-167	56
7 - 8	9	168-171	57
9- 10	10	172-175	58
11- 12	11	176-178	59
13- 14	12	179-182 (6 months).....	60
15- 16	13	183-187	61
17- 18	14	188-191	62
19- 20	15	192-196	63
21- 22	16	197-200	64
23- 25	17	201-205	65
26- 29	18	206-209	66
30- 32 (1 month).....	19	210-214 (7 months).....	67
33- 36	20	215-218	68
37- 40	21	219-223	69
41- 43	22	224-228	70
44- 47	23	229-232	71
48- 51	24	233-237	72
52- 54	25	238-241	73
55- 58	26	242-246 (8 months).....	74
59- 62 (2 months).....	27	247-250	75
63- 65	28	251-255	76
66- 69	29	256-260	77
70- 73	30	261-264	78
74- 76	31	265-269	79
77- 80	32	270-273 (9 months).....	80
81- 83	33	274-278	81
84- 87	34	279-282	82
88- 91 (3 months).....	35	283-287	83
92- 94	36	288-291	84
95- 98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 months).....	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 months).....	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 months).....	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 months).....	52	361-365 (12 months).....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for an insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 - 1. Determine full annual premium as for insurance written for a term of one year.
 - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
 - 3. Add premium produced in accordance with items (1) and (2) to obtain Earned Premium during full period insurance has been in force.

NMA2463

ILLINOIS POLICY PROVISIONS

Notwithstanding anything herein to the contrary, this Insurance is hereby amended as follows:

1. **Countersignature Required.** This Policy shall not be valid unless countersigned by the Attorney-in-Fact on the attached Schedule.
2. **Correspondent and Attorney-in-Fact Not Insurers.** Neither the Correspondent nor the Attorney-in-Fact is an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's London whose names can be ascertained as hereinbefore set forth.
3. **Service of Suit.** It is agreed that in the event of failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or any State in the United States. In the event of any litigation arising out of insurance assumed hereunder, the Attorney-in-Fact named on the front hereof and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.
4. **Assured's Insolvency.** The insolvency or bankruptcy of the Assured shall not release Underwriters from their obligations under this Insurance.
5. **Complaints.** If you have any complaints concerning your insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact the Attorney-in-Fact. You may also seek the assistance of the Public Service Section, Illinois Department of Insurance, Springfield, Illinois 62767.

LSW813-IL

KENTUCKY CANCELLATION AND NONRENEWAL CLAUSE

The following provisions shall apply and supersede any provisions to the contrary contained in the insurance to which this clause is attached.

- 1. CANCELLATION NOTICE.** This insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance to the correspondent issuing this insurance. This insurance may also be cancelled with or without the return or tender of the unearned premium by the Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by the Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Assured's producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
- 2. CANCELLATION NOTICE PERIOD.** Notice of cancellation must be mailed at least 14 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 75 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 14 days' notice shall be given.
- 3. RETURN PREMIUM.** In the event of cancellation, the Underwriters shall refund the paid premium less the earned portion thereof. The earned premium shall be calculated as stated in the insurance to which this clause is attached. If the insurance does not provide for calculation of the earned premium, the following shall apply: (A) If this insurance is cancelled by the Assured, the Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein, in accordance with the table below. (B) If this insurance is cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein.
- 4. REASON FOR CANCELLATION.** If this insurance has been in effect for 60 days or less the Underwriters may cancel this insurance. After coverage has been effective for 61 days or more the Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) discovery of fraud or material misrepresentation made by the Assured or with the Assured's knowledge in obtaining the insurance, continuing the insurance or in presenting a claim under the insurance; (c) discovery of wilful or reckless acts or omissions on the Assured's part which increase any hazard insured against; (d) the occurrence of a change in the risk which substantially increases any hazard insured against after the insurance has been issued or renewed; (e) a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against; (f) the Underwriters are unable to reinsure the risk covered by this insurance, or (g) a determination by the Commissioner of Insurance of the State of Kentucky that the continuation of this insurance could place the Underwriters in violation of the insurance code or regulations of the State of Kentucky.
- 5. NOTICE OF NONRENEWAL.** For the purpose of this clause any period of insurance for less than 6 months shall be considered to be a period of insurance of 6 months; and any period of insurance of more than 1 year or any insurance with no fixed expiration date shall be considered a period of insurance of 1 year. If the Underwriters elect not to renew this insurance, the Underwriters will mail or deliver written notice of non-renewal, stating the reason for non-renewal, to the Assured at the last mailing address known to the Underwriters, at least 75 days before the expiration date of the period of insurance. If notice of non-renewal is not provided pursuant to this condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing period of insurance upon payment of the appropriate premium until the Assured has accepted replacement coverage with another insurer or until the Assured has agreed to the non-renewal. If the Underwriters mail or deliver a renewal notice to the Assured at least 30 days before the end of the period of insurance, stating the renewal premium and its due date, the insurance will terminate without further notice unless the renewal premium is received by the Underwriters or the

correspondent by the due date. If this insurance terminates because the renewal premium has not been received by the due date, the Underwriters will within 15 days, mail or deliver to the Assured at the last known mailing address known to the Underwriters a notice stating that the insurance was not renewed and the date it was terminated. If notice is mailed, proof of mailing shall be sufficient proof of notice.

SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR

Days Insurance in Force	Per Cent. of One Year Premium	Days Insurance in Force	Per Cent. of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 months)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 month)	19	210-214 (7 months)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 months)	74
59-62 (2 months)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 months)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 months)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 months)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 months)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 months)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 months)	52	361-365 (12 months)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for an insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 - 1. Determine full annual premium as for insurance written for a term of one year.
 - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

LKI 2722b (02/13)

NMA2722b

25/06/2013

THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 120 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 120 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.

LMA9167
19 September 2019

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/2003

Cyber Risks Endorsement (Personal Accident only)

Any benefits for **Bodily Injury** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

LMA5422

28 February 2020

CORONAVIRUS EXCLUSION

Your Insurance Policy does not / This Insurance does not cover any claim in any way caused by or resulting from:

- a) Coronavirus disease (COVID-19);
- b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any mutation or variation of SARS-CoV-2;
- d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464

01/01/1938