



Certificate

Catlin Insurance Company, Inc.

Statutory Home Office: 2800 Post Oak Blvd., Suite 4050, Houston, TX 77056

Administrative Office: 3340 Peachtree Road N.E., Suite 2950, Atlanta, GA 30326

A Stock Insurance Company

GROUP ACCIDENT CERTIFICATE

Certifies that the Insured is covered under the Policy issued to the Policyholder.

"We", "Our" and "Us" are used to refer to the Catlin Insurance Company, Inc.

This certificate is not the Policy. It is evidence of the Employee's coverage under the Policy. Coverage is subject to the Policy provisions. The Policy was issued to the Policyholder. The Employee may inspect the Policy at the Policyholder's office during normal business hours.

CAUTION: If the Employee as misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

A copy of the application is attached to this certificate. The best time to clear up any questions is now, before a claim arises. If you have any questions contact Us at this address:

Catlin Insurance Company, Inc.

This Certificate describes the terms and conditions of insurance. The laws of the State of Issue govern the Policy.

Signed for Catlin Insurance Company, Inc. at its Home Office, 1330 Post Oak Boulevard, Suite 2325, Houston, Texas 77056.

Secretary President

Countersigned______
Where Required By Law

EFFECTIVE DATE AND TERM

The Policy starts on the Policy Effective Date. The Covered Person's coverage starts on the Covered Person's Effective Date stated in the Certificate Identification. It stays in-force for the period for which the Covered Person's premium has been paid.

The Covered Person's coverage may be continued in force, as provided in the Continuation of Insurance clause. If the Policy is not renewed or the Covered Person is no longer eligible for coverage the Covered Person's coverage will cease at the termination date.

CERTIFICATE IDENTIFICATION

POLICYHOLDER: XL Catlin Group USA

POLICY NUMBER: US00089783AC20A

POLICY EFFECTIVE DATE: January 1, 2020

POLICY ANNIVERSARY DATE: January 1

STATE OF ISSUE: Connecticut

CERTIFICATE NUMBER: 00000000000

(PLEASE NOTE THAT THIS SCHEDULE PAGE REPLACES ANY SCHEDULE PAGE PREVIOUSLY ISSUED TO YOU)

SCHEDULE OF BENEFITS

Covered Classes

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Class 1	All active full-time United States based employees of the Policyholder, regularly working a minimum of 30 hours per week.
Class 2	All active part-time United States based employees of the Policyholder, regularly working a minimum of 20 hours but less than 30 hours per week.

Time Period for Loss

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	Any Covered Loss must occur within:	365 days of the Covered Accident

This Schedule of Benefits shows maximums, benefit periods and any limitations applicable to benefits provided in the Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Covered Person's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum:	•	Three (3) times base annual earnings rounded
		to the next higher \$1,000 to a maximum of
		\$750,000

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the Schedule of Covered Losses and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE	Principal Sum multiplied by the percentage
COVERAGE	applicable to the Covered Loss, as shown in the
	Schedule of Covered Losses.

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum
	Benefit of \$75,000
Airbag Benefit	10% of the Principal Sum subject to a Maximum
	Benefit of \$75,000
Default Benefit	\$1,000

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GENERAL DEFINITIONS

Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized within the text of the Policy have the meanings set forth below.

Active Service

An Employee will be considered in Active Service with the Policyholder on any day that is either of the following:

- one of the Policyholder's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Policyholder's usual places of business or at some other location to which the Policyholder's business requires the Employee to travel;
- a scheduled holiday; vacation day; or period of approved paid leave of absence; other than sick leave, only if the Employee was in Active Service on the Preceding scheduled workday;

Aircraft

A vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

Certificate

The Certificate is not the Policy and is evidence of the Employee/Member's coverage under the Policy. Coverage is subject to the Policy provisions.

Covered Accident

A sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under the Policy;
- 2. is not contributed to by disease, Sickness, mental or bodily infirmity;
- 3. is not otherwise excluded under the terms of the Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

- the result, directly and independently of all other causes, of a Covered Accident;
- one of the Covered Losses specified in the Schedule of Covered Losses;
- 3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person in a covered class, as shown in the Schedule of Benefits: for whom an enrollment form has been accepted by Us; and required premium has been paid when due; and for whom coverage under the Policy remains in force. The term Covered Person shall include, where the Policy provides coverage, an eligible Spouse and eligible Dependent Children.

Effective Date

The date on which insurance under the Policy begins as shown in the Schedule of Benefits.

Employee

For eligibility purposes, an Employee of the Policyholder who is in one of the covered classes.

Employer

The Policyholder and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under the Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Home Health Care

Refers to any individual, male or female.

The continued care and treatment of a covered person who is under the care of a physician but only if (A) continued hospitalization would otherwise have been required if home health care was not provided, except in the case of a covered person diagnosed by a physician as terminally ill with a prognosis of six months or less to live, and (B) the plan covering the home health care is established and approved in writing by such physician within seven days following termination of a hospital confinement as a resident inpatient for the same or a related condition for which the covered person was hospitalized, except that in the case of a covered person diagnosed by a physician as terminally ill with a prognosis of six months or less to live, such plan may be so established and approved at any time irrespective of whether such covered person was so confined or, if such covered person was so confined, irrespective of such seven-day period, and (C) such home health care is commenced within seven days following discharge, except in the case of a covered person diagnosed by a physician as terminally ill with a prognosis of six months or less to live.

Home health care shall be provided by a home health agency. The term "home health agency" means an agency or organization which meets each of the following requirements: (1) It is primarily engaged in and is federally certified as a home health agency and duly licensed, if such licensing is required, by the appropriate licensing authority, to provide nursing and other therapeutic services, (2) its policies are established by a professional group associated with such agency or organization, including at least one physician and at least one registered nurse, to govern the services provided, (3) it provides for full-time supervision of such services by a physician or by a registered nurse, (4) it maintains a complete medical record on each patient, and (5) it has an administrator.

Home health care shall consist of, but shall not be limited to, the following: (1) Part-time or intermittent nursing care by a registered nurse or by a licensed practical nurse under the supervision of a registered nurse, if the services of a registered nurse are not available; (2) part-time or intermittent home health aide services, consisting primarily of patient care of a medical or therapeutic nature by other than a registered or licensed practical nurse; (3) physical, occupational or speech therapy; (4) medical supplies, drugs and medicines prescribed by a physician, an advanced practice registered nurse or a physician assistant and laboratory services to the extent such charges would have been covered under the policy or contract if the covered person had remained or had been confined in the hospital; (5) medical social services, as hereinafter defined, provided to or for the benefit of a covered person diagnosed by a physician as terminally ill with a prognosis of six months or less to live. Medical social services are defined to mean services rendered, under

the direction of a physician by a qualified social worker holding a master's degree from an accredited school of social work, including but not limited to (A) assessment of the social, psychological and family problems related to or arising out of such covered person's illness and treatment; (B) appropriate action and utilization of community resources to assist in resolving such problems; (C) participation in the development of the overall plan of treatment for such covered person.

Hospital

An institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. it is managed under the supervision of a staff of medical doctors;
- 4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, educational or nursing care;
- 2. the aged, drug addicts or alcoholics;
- 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

Hospital Stay

A confinement in a Hospital, ordered by a Physician, over a period of time when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Insured

A person: (1) who is a member of an eligible class of person as described in the Schedule of Benefits; (2) for whom premium has been paid; and (3) while covered under this Policy.

Nurse

A licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

Participation

The act of taking part in something.

Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household;
- 3. a parent, sibling, spouse or child of the Covered Person.

Policy

A legal contract between the Policyholder and the Company which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder

The entity to which the Policy is issued and will include any affiliate or subsidiaries or divisions shown in the "Eligibility for Insurance" section.

Rehabilitation Facility

A legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which:

- 1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation Inpatient care;
- 2. is duly licensed by the appropriate government agency to provide such services; and
- is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission of Accreditation of Rehabilitation Facilities.

A Rehabilitation Facility does not include institutions which provide only minimal care; custodial care; care for the terminally ill; part-time care; or services or facilities for drug abuse or alcoholism.

Related Stays

Successive stays in a Hospital unless:

- 1. any stay after the first is necessitated by causes entirely unrelated to the causes of the earlier stay; or
- 2. the stays are separated by at least 180 days.

Schedule of Benefits

A brief outline of the coverage and benefits provided by this Policy.

Sickness

A physical or mental illness.

Termination Date

The date on which insurance ends as defined later in this Policy.

Terrorism or Terrorist Act

Any hostile or violent act carried out by a group of persons having political or military goals but not operating on behalf of a foreign state and whose purpose is to compel an act or omission by any other person or governmental entity.

We, Us, Our

Catlin Insurance Company, Inc.

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date

The Insurance Company agrees to provide Accident Insurance Benefits described in the Policy in consideration of: the Policyholder's application; and payment of the initial premium when due. Insurance coverage for the Policyholder begins on the Policy Effective Date shown on the Policy's first page as long as the Minimum Participation requirement shown in the *Schedule of Benefits* has been satisfied.

Eligibility

An Employee becomes eligible for insurance under the Policy on the date: he meets all of the requirements of one of the covered classes; and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*.

An Employee whose eligible class is changed after the Effective Date of his coverage shall become eligible under the new eligible class on the first day of the month coinciding with or next following the date of the change.

Effective Date for Individuals

Insurance becomes effective for an eligible Employee on the latest of the following dates:

- 1. the effective date of the Policyholder under the Policy;
- 2. the date the Employee becomes eligible;
- 3. the date We receive and accept the Employee's completed enrollment form during his lifetime.

We may, from time to time, require the Employee to re-enroll using forms supplied by Us to keep his insurance in force.

Newborn Children Coverage: We will pay benefits for a newborn child of a Covered Person from the moment of birth. The Covered Person must give Us notice within 31 days of the birth of the child or before the next premium due date, whichever is later, and pay the required premium, if any, as required under this Policy. In the event that the Covered Person is not required to pay the requisite premium, the Covered Person is not required to give Us notice of the birth of the child. If notice is required and not given and premium, if any, is not paid, within said time period, coverage for the newborn child will terminate.

Adopted Children Coverage: Coverage for an adopted child, other than a newborn, will begin on the date of the filing of a petition for adoption if the Insured applies for coverage within thirty-one (31) days after the filing of a petition for adoption. A notice of placement for adoption must be submitted to Us before the next premium due date and pay the required premium, if any, as required under this Policy. In the event that the Covered Person is not required to pay the requisite premium, the Covered Person is not required to give Us notice of the adoption or prospective adoption of the child. If notice is required and not given within 31 days or the petition for adoption is dismissed or denied and premium, if any, is not paid, coverage for the adopted child will terminate.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by the Policy; or
- 2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE

The insurance on a Covered Person will end on the earliest date below:

- 1. the date the Policy or insurance for a covered class is terminated;
- 2. the date the Policyholder's coverage under the Policy ends;
- 3. the next premium due date after the date the Covered Person is no longer in a covered class or satisfies eligibility requirements under the Policy;
- 4. the last day of the last period for which premium is paid;
- 5. the date that the plan of benefits under which the Covered Person is covered is terminated.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

- 1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
- 2. commission of a felony for which the Covered Person has been convicted under state or federal law;
- 3. declared or undeclared war or act of war;
- 4. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent; or
- 5. flight in; boarding; or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
 - a. except as a fare-paying passenger on a regularly scheduled commercial airline;
 - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
 - c. being used for:
 - i. crop dusting; spraying or seeding; giving and receiving flying instruction; fire fighting; sky writing; sky diving or hang-gliding; pipeline or power line inspection; aerial photography or exploration; racing; endurance tests; stunt or acrobatic flying; or
 - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
 - d. designed for flight above or beyond the earth's atmosphere;
 - e. an ultra-light or glider;
 - f. being used for the purpose of parachuting or skydiving;
 - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
- 6. Sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from: a cut or wound; or ingestion of contaminated food:
- 7. medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence, including malpractice;
- 8. travel in any Aircraft owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
- 9. Intoxication. Intoxication is defined by the laws of the jurisdiction where the Covered Accident occurs;
- 10. a Covered Accident that occurs while on active duty service in: the military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us: within 31 days after a Covered Loss occurs or begins; or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us: at Our Home Office in Houston, Texas; or such other place as We may designate for the purpose; or to Our authorized agent. Notice should include: the Policyholder's name and policy number; and the Covered Person's name; address; policy; and certificate number.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in

the Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine: whether benefits are payable; or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss; then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

The Plan Administrator of the Policyholder's employee welfare benefit plan (the Plan) has selected the Insurance Company as the Plan fiduciary under federal law for the review of claims for benefits provided by the Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion: to interpret the terms of the Plan documents; to decide questions of eligibility for coverage or benefits under the Plan; and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on Participants and Beneficiaries of The Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of The Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to Participants and Beneficiaries under The Plan shall be for the payment of benefits provided under the Policy.

Time of Payment of Claims

We will pay benefits due under the Policy for any loss other than a loss for which the Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under the Policy, unless otherwise stated, will be payable to the covered Employee Member or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Payment of Claims to Foreign Employees

The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than:

- 1. the United States of America;
- 2. Puerto Rico; or
- 3. the Dominion of Canada.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under the Policy.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under the Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Beneficiary

The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary , or to make any assignment of rights or benefits permitted by the Policy.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

- Spouse:
- 2. Child or Children;
- 3. mother or father;
- 4. sisters or brothers;
- 5. estate of the Employee.

Or

the estate of the Employee Member.

Recovery of Overpayment

If benefits are overpaid. We have the right to recover the amount overpaid by either of the following methods:

- 1. A request for lump sum payment of the overpaid amount;
- 2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for the Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place.

Changes in Premium Rates

We may change the premium rates from time to time with at least 60 days advance written notice to the Policyholder. No change in rates will be made until 36 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 months period. However, We reserve the right to change rates at any time if any of the following events take place:

- 1. the terms of this Policy change;
- 2. the terms of the Policyholder's participation change;

- 3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
- 4. there is a change in the factors bearing on the risk assumed;
- 5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium

The first premium is due on the Policy Effective Date. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder.

If any premium is not paid on the Premium Due Date when due, the Policy will be cancelled as of such Premium Due Date, except as provided in the Policy Grace Period section.

Grace Period

1. Policy

A Policy Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

GENERAL PROVISIONS

Entire Contract; Changes

The Policy, including: the endorsements; amendments; and any attached papers; constitutes the entire contract of insurance. No change in the Policy will be valid until: approved by one of Our executive officers; and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

Misstatement of Fact

If the Covered Person has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list: the benefits; conditions; and limits of the Policy. It will state to whom benefits will be paid.

Multiple Certificates

The Covered Person may have in force only one certificate at a time under the Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

A Covered Person is not eligible for insurance under more than one certificate providing benefits for accident insurance under group policies issued by Us. If premium is being paid for more than one such certificate, insurance will be in effect under the certificate with the earliest effective date and premiums paid for certificates which are not in effect will be refunded.

Assignment:

The rights and benefits under the Policy may not be assigned and any attempt to assign will be void.

Incontestability

1. Of The Policy or Participation Under The Policy

All statements made by the Policyholder to obtain the Policy are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; or to deny the validity of the Policy or of participation under the Policy; unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause the Policy to be contested.

Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used: to deny or reduce benefits; or be used as a defense to a claim; unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from: the Covered Person's effective date of insurance; or from the effective date of increased benefits; no such statement will cause insurance or the increased benefits to be contested except for lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Policy Termination

We may terminate coverage on or after the first anniversary of the policy effective date. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 31 days prior to such premium due date. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to Us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Reinstatement

The Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are: written application of the Policyholder satisfactory to Us; and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provisions in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes

We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

Workers' Compensation Insurance

The Policy is not in place of and does not affect any statutorily required Workers' Compensation insurance required to be provided to you by law.

Examination of the Policy

This Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records

We will be permitted to examine all of the Policyholder's records relating to this Policy. Examination may occur at any reasonable time while the Policy is in force; or it may occur:

- 1. at any time for two years after the expiration of this Policy; or, if later,
- 2. upon the final adjustment and settlement of all Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

DESCRIPTION OF COVERAGES AND BENEFITS

This Description of Coverages and Benefits Section describes the Accident Coverages and Benefits provided by the Policy. Benefit amounts; benefit periods; and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within the Policy and are defined in the *General Definitions* section.

Please read these and the *Common Exclusions* sections in order to understand all of the terms; conditions; and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by: natural; surgical; or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by: natural; surgical; or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by: natural; surgical; or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions

The exclusions that apply to this benefit are in the *Common Exclusions* Section.

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES

Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

EXPOSURE AND DISAPPEARANCE COVERAGE

Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses*, will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within 1 year from the date of: the wrecking; sinking; or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under the Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Exclusions

The exclusions that apply to this coverage are in the *Common Exclusions* Section.

ADDITIONAL ACCIDENT BENEFITS

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If: such certification or police report is not available; or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System; We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

Definitions

For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to: a sedan; station wagon; sport utility vehicle; or a motor vehicle of the pickup; van; camper; or motor-home type. Automobile does not include: a mobile home; or any motor vehicle which is used in mass or public transit.

Exclusions

The exclusions that apply to this benefit are in the Common Exclusions Section.