

**OCCUPATIONAL ACCIDENT PLAN  
INSURANCE POLICY WORDING**

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**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**

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; or
3. the Assured Person's 75th birthday (except as described in Coverage A).

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 90 (ninety) 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 90 (ninety) 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.

If death results within 90 (ninety) days of a covered Occupational Accident as the result of a covered Occupational Accident that occurs on or after the date the Assured Person reaches age 75, the death benefit from the plan is reduced to \$10,000.

2. **Survivors Benefit (Occupational Accident Only):** This benefit is payable if the Assured Person should die within 90 (ninety) days of a covered Occupational Accident as the result of the covered Occupational Accident and before reaching age 75 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

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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:

- 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 75% 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; or
3. the Assured Person's 75th birthday.

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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 benefits which the Assured Person receives or are assumed to receive under the Federal Social Security Act on the Assured Person's own benefit;
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
4. any retirement benefits which the Assured Person receives under a Retirement Plan sponsored by an Employer.

### **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.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

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** - 75% 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)** - 75% 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 30 (thirty) 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 75% 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.

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

- 1) disabled within 30 (thirty) 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.
- 4) Receiving Social Security Disability Benefits solely related to an injury covered under this policy.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

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 benefits for Temporary Disability resulting from a surgically corrected hernia or hemorrhoids, up to a maximum of 10 (ten) weeks.

The Underwriters' will, from time to time, 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)

Benefits will be reduced by benefits payable under any other Valid and Collectible 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 within 30 (thirty) 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.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

### **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.

<b>ELIGIBLE EXPENSES</b>	<b>LIMITATIONS</b>
Doctors Fees	Up to one call a day for one Doctor, while the Assured Person is in the Hospital. Charges for a second opinion for surgery are included.
Prescribed Drugs	Drugs and medicines which require a written prescription by a Doctor.
Ambulance Fee	One round trip from the site of Accident to the Hospital, and if necessary from the Hospital to the Assured Person's home or another medical facility, via local professional ambulance service.
Chiropractic Care	Charges incurred for treatment by a licensed chiropractor shall be limited to \$1,000 for any one Accident.
Dental Care	Charges incurred for necessary treatment for injuries to Sound Natural Teeth - maximum payable limited to \$1,500.
Hospital Services	Charges for Hospital room, board, general nursing care, and other necessary Hospital charges for each day of confinement.
Hospital Room and Board	Daily Room and Board Allowance: Average Semi-Private Room  Hospital room and board for Intensive Care confinement may not exceed three times the basic daily room and board benefit shown below:
Physical Therapy	Charges incurred for medically necessary treatment up to a maximum of 30 (thirty) visits.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

### **DESCRIPTION OF COVERAGE**

Medical Expense Benefits are payable only in excess of other Valid and Collectible Insurance. If there is no other Valid and Collectible insurance, Underwriters will pay eligible expenses incurred which are subject to all the terms, conditions, and limitations of the policy.

If, as the result of an Injury, an Assured Person requires any of the services listed below, the Underwriters' will pay the maximum allowable for these eligible expenses incurred by the Assured Person, not to exceed the Maximum Benefit Amount shown on the Schedule of Benefits. **The first expense must be incurred within 30 (thirty) days from the date of the Accident.** The Assured Person must be under the continuous care of a Licensed Physician.

### **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.

**Dental Care:** Charges incurred for necessary dental treatment for Injury to Sound Natural Teeth, limited to \$1,500.

**Chiropractic Care:** Charges incurred for treatment by a licensed chiropractor. Limited benefits payable up to \$1,000 per covered Accident.

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

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# OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

## DEFINITIONS

1. **"Accident"** means an unforeseeable event or occurrence which happens suddenly and violently and:
  - 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"** is the average of 75% of the total dollar amount of the gross weekly income for the 26 weeks prior to the injury.
6. **"Course and Scope of Contractual Obligations"** means an activity related to and originating out of the business or businesses of the Sponsoring 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. **"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 pickup 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.
8. **"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.
9. **"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.
10. **"Elimination Period"** means the days at the beginning of a disability period for which no disability benefits are payable.

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## OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

11. **"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.
  
12. **"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.
  
13. **"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.
  
14. **"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.
  
15. **"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.
  
16. **"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.
  
17. **"Non-Occupational Accident"** means occurring while an Assured Person is not performing the duties of his occupation as defined in definition 19 and is not under Dispatch.
  
18. **"Nurse"** means a graduate Nurse, including Nurse and Licensed Practical Nurse. It does not include the Assured Person or member of his immediate family.

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## OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING

19. **"Occupational"** means occurring while the Assured Person is under contract with the Sponsoring 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.
20. **"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.
21. **"Degenerative or Pre-Existing Conditions"** means any injury that aggravates, accelerates or contributes to a pre-existing medical problem, known or not known, including but not limited to:
  1. Any and all degenerative problems associated with the complete skeletal systems of the body.
  2. Sprains or ligaments.
  3. Any other physical or mental condition, disability or infirmity for which the named insured sought or received medical treatment or consultation at any time prior to the inception of this insurance.
22. **"Severance"** means the complete separation and dismemberment of the limb from the body.
23. **"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.
24. **"Sponsoring Motor Carrier"** means the entity as specified in item 8 of the Certificate of Insurance Schedule.
25. **"Spouse"** means the person to whom the Assured Person is legally married, unless there is a decree of legal separation.
26. **"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.
27. **"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. For individuals in a group whether on an insured, self-insured or uninsured basis, such as a group, blanket, or franchise insurance; prepayment plans, or any other plan arranged through any school, employer, trustees, association, union, or employee benefit association; including individual policies which are not exclusively health policies;
  - b. provided under governmental program; or
  - c. required or provided by any federal, state or local law, including Medicare
  - d. any work loss provision in the mandatory part of 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 A – Independent Contractors:

Each Independent Contractor over age 21 and under age 75 who is under contract with the Sponsoring 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 Sponsoring 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 Sponsoring 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

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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.

### **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:

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6. This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation or radioactive contamination.
7. Any Injury arising out of a Union "stop work" action;
8. Any loss for which benefits are payable under Medicare laws, or similar law;
9. 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;
10. 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. skin 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;
11. Eye exams, eyeglasses and hearing aids;
12. Prosthetic or orthopedic appliances unless required for the replacement of natural parts of the body;
13. Dental treatment, except as provided under Coverage C: Accident Medical Expense;
14. Hernia or hemorrhoids, except as provided under Coverage B;
15. 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;
16. Travel or flight in any vehicle or device for aerial navigation, including boarding or alighting therefrom:
  - 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

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- e. While being operated by a person who does not hold a valid pilot certificate or rating authorizing him to operate it;
- 17. Professional services, supplies or Hospitalization for rest cures, convalescent, domiciliary or sanitarium 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;
- 18. Services or supplies which are not recommended and approved by the attending Physician;
- 19. Charges related to ingestion or injection of narcotics or hallucinogens, or any gas or fumes, taken or inhaled voluntarily or by voluntary poisoning;
- 20. Deliberate exposure to exceptional danger (except in an attempt to save human life);
- 21. Non-prescription medicines, vitamins, food, nutritional supplements, health club memberships or exercise equipment, even if prescribed or administered by a Licensed Physician;
- 22. Charges for necessary services and supplies in excess of the Maximum Allowable Charge;
- 23. 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;
- 24. Charges for services relating to treatment which is experimental or investigational, when not a recognized, generally accepted medical procedure;
- 25. Registered and/or Private duty nursing care services;
- 26. 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;
- 27. Occupational therapy except as related to rehabilitation from an Accident to restore basic functions;
- 28. Insect stings or spider bites;
- 29. Massage therapy;

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

30. Interpreter's fees;
31. Psychological or psychiatric treatment;
32. Repetitive or Cumulative Trauma (conditions which impair the normal physiological function of the body over an extended period of time, but which do not arise as the result of a single trauma);
33. Weapons of Mass Destruction;
34. This policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
  - a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not;
  - b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

35. 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.

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.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

The Sponsoring Motor Carrier must provide the Administrator with the information necessary to determine the payment due. If, through error, the Sponsoring 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 Sponsoring 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 Sponsoring 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 Sponsoring 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 twenty (20) days after the occurrence or commencement of any loss covered by the insurance, or as soon thereafter as is reasonably possible.

#### **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

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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. Pre-Existing Conditions**

If the consequences of a covered Accident shall be aggravated by a Pre-Existing Condition, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

#### **8. 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'.

#### **9. 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.

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## **OCCUPATIONAL ACCIDENT PLAN INSURANCE POLICY WORDING**

### **10. Legal Actions**

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.

### **11. 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.

### **12. Cancellation**

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured or Sponsoring 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 Sponsoring Motor Carrier, by registered, certified or other first class mail, at the Assured's or Sponsoring 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, Sponsoring 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.

### **13. 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.

### **14. Communications**

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

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made in writing to the Sponsoring Motor Carrier by the Administrator on behalf of the certain Underwriters' shall be deemed to have been made by the Underwriters'.

### **15. 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.

### **16. 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 Sponsoring 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 company reserves 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.

### **17. 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 Sponsoring Motor Carrier being eligible persons under contract with the Sponsoring 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.

### **18. 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.

### **19. Right to Benefit Reduction**

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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 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.

### **20. 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.

### **21. 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 Sponsoring Motor Carrier shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

### **22. 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.

### **23. 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 Sponsoring 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

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the Assured Person or Sponsoring 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

### **24. Statement Not Warranties**

All statements made by the Sponsoring Motor Carrier or by an Assured Person will be deemed representations and not warranties. No statement made by the Sponsoring 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 Sponsoring Motor Carrier or the Assured Person and a copy is sent to the Sponsoring Motor Carrier, the Assured Person or his Beneficiary.

### **25. 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.

### **26. 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.

### **27. 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.

### **28. Additional Provisions**

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

### **29. 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, 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.

### **30. Maintenance and Examination of Records**

The Sponsoring 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.

### **31. 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 Sponsoring 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.

### **32. 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

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satisfy the schedule of payments and no further demands or claims can or will be made against the Underwriters'.

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**TEXAS COMPLAINTS NOTICE**

**IMPORTANT NOTICE**

1. To obtain information or make a complaint:
  - (a) You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:  
  
1-800-252-3439
  - (b) You may write to the Texas Department of Insurance:  
  
P.O. Box 149104,  
  
Austin, TX 78714-9104,  
  
Fax # (512) 475-1771

**2. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**3. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

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**TEXAS SURPLUS LINES CLAUSE**

"THIS Insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Texas Insurance Statutes. The State Board of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the Property and Casualty Insurance Guaranty Association created under Article 21.28-C, Insurance Code. Article 1.14.2, Insurance Code, requires payment of 4.85 percent tax on gross premium."

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**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 WHICH APPLIES 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. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE:  
WWW.INSURANCE.CA.GOV.**
- 5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.**
- 6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND 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**

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**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.**

**SF 199222.2 73670 00741 D-2 (Effective January 1, 2009)**

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