

Berkley Life and Health Insurance Company

Urbandale, Iowa

Underwriting Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690

A Berkley Company

Blanket Accident Policy

Policyholder: Marshfield Clinic Health System, Inc.

Policy Number: VAD L019000030201

Effective Date: October 1, 2018

State of Issue: Wisconsin

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as “the Company”). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

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

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:



President



Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.
THIS IS A LIMITED POLICY.
PLEASE READ THE POLICY CAREFULLY.**

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SCHEDULE OF BENEFITS

POLICYHOLDER: Marshfield Clinic Health System, Inc.

POLICY EFFECTIVE DATE: October 1, 2018

POLICY NUMBER: VAD L019000030201

PREMIUM DUE DATE: 15th of the month following month of coverage

POLICY PERIOD: October 1, 2018 through January 1, 2022

CLASSES OF ELIGIBLE PERSONS:

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

Class 1	All Benefit Eligible employees of the Policyholder.
Class 2	All covered employees and their family. Only One Insured Spouse can elect coverage for eligible children as dependents.

PREMIUMS

Monthly Rate: \$0.03 per \$1,000 covered volume (member only)
\$0.045 per \$1,000 covered volume (member and family)

HAZARDS INSURED AGAINST:

<u>Class</u>	<u>Description of Hazard</u>
Classes 1&2	Voluntary 24 Hour Coverage

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Class 1 Principal Sum:	The amount selected by the employee with a minimum of \$50,000 and a maximum of \$500,000, in increments of \$50,000. Amounts in excess of \$500,000 can be selected in \$100,000 increments up to a maximum of \$ 1,000,000 subject to a 10x annual compensation limitation.
Class 2 Principal Sum:	The amount selected by the employee with a minimum of \$50,000 and a maximum of \$500,000, in increments of \$50,000. Amounts in excess of \$500,000 can be selected in \$100,000 increments up to a maximum of \$ 1,000,000 subject to a 10x annual compensation limitation.
Spouse Only:	60%
Dependent Child(ren) Only:	15% to a maximum of \$75,000
Spouse & Child(ren):	50% (Spouse) 10% to a maximum of \$75,000 (Children)
Time Period for Loss:	365 days
Age-based Reductions:	None

ADDITIONAL ACCIDENT BENEFITS

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

Bereavement and Trauma Counseling Benefit

Benefit Amount	\$150 per session
Maximum Number of Sessions	10 sessions
Maximum Benefit Per Covered Accident	\$1,500

Child Care Center Benefit

Benefit Amount	\$5,000.00 per year
Maximum Benefit Period	to age 13 for each surviving Dependent Child.

Child(ren's) Double Dismemberment Benefit

Up to 200% of the Dependent Child's Principal Sum payable for such loss.

Coma Benefit

2% of the Principal Sum for the first 11 months; lump sum up to 100% of Principal Sum for the 12th month

Common Disaster Benefit

100% of the Principal Sum up to a maximum of \$1,000,000

Continuation of Insurance

up to one year

Education Benefit

Surviving Dependent Child Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$6,000
Maximum Number of Annual Payments For Each Surviving Dependent Child	1
Default Benefit	\$1000

Elder Survivor Benefit

Lump Sum Benefit	5% of the Principal Sum.
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Emergency Medical Evacuation

Maximum Benefit	Up to 100% of Usual and Customary Charges
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Felonious Assault and Violent Crime Benefit

Accidental Death and Dismemberment Benefit	10% multiplied by the portion of the Principal Sum applicable to the Covered Loss.
Hospital Stay Benefit	\$100.00 per day.
Maximum Benefit Period	up to 30 days per Hospital Stay per Covered Accident.

Home Alteration and Vehicle Modification Benefit

10% of the Principal Sum subject to a maximum of \$25,000.00

Loss of Use Benefit

<u>Loss of:</u>	<u>Benefits</u> <u>(Percentage of Principal Sum):</u>
Use of Both Arms and Both Legs	100%
Use of Both Arms or Both Legs	75%
Use of One Arm and One Leg	75%
Use of Both Hands or Both Feet	75%
Use of One Hand and One Foot	75%
Use of One Arm or One Leg	25%
Use of One Hand or One Foot	25%

Occupational HIV and Occupational Hepatitis Benefit

25% of the Principal Sum subject to a maximum of \$100,000.00.

Repatriation Benefit

Maximum Benefit

Up to 100% of Usual and Customary Charges

Rehabilitation Expense Benefit

10% of the Principal Sum per Covered Accident up to a maximum of \$25,000

Safety Device Benefit

Seat Belt: 10% of the Principal Sum up to a maximum of \$20,000

Air Bag: 10% of the Principal Sum up to a maximum of \$20,000

Severe Burn Benefit

Severe Burn of at least:

- 75% of the body
- 50% of the body
- 25% of the body

<u>Benefit:</u>
(Percentage of Principal Sum)
100%
50%
25%

Spouse Retraining Benefit

the actual cost charged by any accredited college, university or other institution of higher learning or vocation or licensed technical school per year; \$5,000.00

Maximum Amount

Default Benefit

\$ 1,000.00

DEFINITIONS

The male pronoun includes the female whenever used.

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

ACCIDENT means a sudden, unexpected event that results in Injury to the Covered Person.

ANNUAL OPEN ENROLLMENT PERIOD means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this coverage.

BENEFIT PERIOD means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

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

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

COVERED LOSS or COVERED LOSSES means an accidental death, dismemberment or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

COVERED PERSON means an eligible person who is within the covered class(es) listed in the Policy for whom the required premium is paid when due.

DEPENDENT means a Covered Person's:

- 1) lawful spouse, if not legally separated or divorced.
- 2) unmarried Children under age 20.
- 3) unmarried Children at least 20 years of age but less than age 26 who are:
 - (a) not regularly employed on a full-time basis; and
 - (b) primarily dependent upon the Covered Person for support and maintenance; and
 - (c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

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

HOSPITAL means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
 - a) on its premises; or

- b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren), brother, sister, step-child(ren), grandchild(ren), or in-laws.

INJURY means bodily injury caused by the direct result of an accident occurring while the Policy is in force as to the person whose injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

LIFE STATUS CHANGE means an event recognized by the Policyholder and Us that qualifies the Covered Person to make changes in coverage at a time other than an Annual Open Enrollment Period. The following events are considered Life Status Changes.

- 1) marriage;
- 2) divorce, annulment or legal separation;
- 3) birth or adoption of a Child;
- 4) change in a Dependent Child's eligibility;
- 5) death of a spouse;
- 6) a change in the benefit plan or employment status of a Covered Person's spouse that affects either person's eligibility for benefits.

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

WE, OUR, US means **Berkley Life and Health Insurance Company** underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

ELIGIBILITY FOR INSURANCE

If the Covered Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, he or she is eligible to be covered on the Policy Effective Date. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

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

A Covered Person's Dependent(s), as applicable, are eligible on the latest of the date:

- 1) the Covered Person is eligible, if the Covered Person has Dependents on that date; or
- 2) the date the person becomes a Dependent; or
- 3) the next Annual Open Enrollment (if applicable) following the date the person becomes a Dependent.

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

EFFECTIVE DATE OF INSURANCE

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

Covered Person's Effective Date

If the Covered Person is required to contribute to the cost of this insurance, the insurance is effective on the first date of the month coinciding with or next following the date the Covered Person completes their elections through the MCHS enrollment process.

Newlywed Coverage: Coverage shall apply up to 31 days if a covered employee marries and had not been enrolled in the family plan. The automatic coverage will terminate if notice is not provided and the premium is not paid.

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. If notice is not given within 31 days, coverage for the newborn Child will terminate

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

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

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

Deferred Effective Date

If the Covered Person or Dependent if applicable, is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the first of the month coinciding or next following the date he or she returns to an Actively at Work status. A Dependent's insurance will not be in effect prior to the date a Covered Person is insured.

TERMINATION DATE OF INSURANCE**Policy Termination Date**

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

This Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

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

This Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 90 days prior to such date.

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

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

Covered Person's Termination Date

A Covered Person's coverage under this Policy ends on the earliest of:

- 1) The date this Policy terminates;
- 2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
- 3) The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;
- 4) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 5) The last day of the period for which premiums have been paid.

Dependent's Termination Date

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

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

Continuation of Insurance

Insurance for a Dependent may be continued if insurance would otherwise end because of the death of a Covered Person. In this event, to continue insurance a Dependent must:

- 1) submit a written (or authorized electronic/telephonic) request for continued insurance within 31 days of the Covered Person's death; and
- 2) meet all other eligibility requirements except for payment of premium up to 1 year as shown in the Schedule of Benefits.

This insurance will end on the first of the following dates to occur:

- 1) the Dependent is no longer eligible, except for the death of the Covered Person; or
- 2) the end of the Maximum Benefit Period shown in the Schedule of Benefits; or
- 3) the date the Policy Terminates.

If the Covered Person's active service ends due to a layoff, an Employer approved leave of absence or an Employer approved family medical leave coverage for a Covered Person and his or her covered Dependents will continue, if the required premium is paid, until the earliest of the following dates:

- 1) the date the Covered Person fails to return to work as required by his or her Employer; or
- 2) the date the Covered Person and any Dependents are no longer eligible.

If the Covered Person's active service ends because he or she is on active duty in the armed forces, insurance will continue for a Covered Person and his or her Dependents, if the required premium is paid, until the earlier of the following dates:

- 1) the date the Covered Person fails to return to work as set forth in the Uniform Services Employment and
- 2) Reemployment Rights Act of 1992, and as may be later amended.

Any change in benefits that occurs during a period of continuation will apply on the date the Covered Person returns to active service.

PREMIUMS

The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that premium will be due monthly unless otherwise stated in the Policy.

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

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date, except as provided under the Grace Period section.

Changes in Premium Rate

The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. No change in rates will be made until 39 months after the Policy Effective Date. An increase in rates will not be made more than once in a 39 month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.
- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting this Policy and our benefit obligation.
- 4) A misrepresentation in the information relied on in establishing the rate for this Policy.

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

Grace Period

After the payment of the first premium, this Policy will have a 31 day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31 day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

New Subsidiary or affiliate company

The premium for this Policy applies only to the Policyholder's organization as composed on the Policy Effective Date as described in the Policy or as thereafter amended.

The eligible persons of any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date through merger, stock purchase, exchange of stock or otherwise may be covered under this Policy subject to the following conditions:

- 1) the Policyholder must report, in writing, the name of the newly acquired entity and all underwriting information necessary to determine any additional premium required; and
- 2) Underwriting and acceptance of the new entity by the Company; and
- 3) the Policyholder must agree to, and must pay, any required additional premium.

Reinstatement

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

HAZARDS INSURED AGAINST

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

VOLUNTARY 24 HOUR COVERAGE

We will pay the benefits described in the Policy when a Covered Person suffers a Covered Accident any time while insured by the Policy.

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

DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the Schedule of Benefits. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

Schedule of Covered Losses

<u>Loss of:</u>	<u>Benefit:</u> (Percentage of Principal Sum)
Life	100%
Quadriplegia.....	100%
Two or More Members	100%
One Member.....	50%
Hemiplegia	75%
Paraplegia.....	75%
Uniplegia.....	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of one eye that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

“Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body.

“Paraplegia” means total Paralysis of both lower limbs or both upper limbs.

“Quadriplegia” means total Paralysis of both upper and lower limbs.

“Uniplegia” means total Paralysis of one lower limb or one upper limb.

ADDITIONAL ACCIDENT BENEFITS

Bereavement & Trauma Counseling Benefit

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

The counseling sessions must:

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

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

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
- 3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Child Care Center Benefit

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

- 1) was under age 13 and a Covered Person under this Policy; and
- 2) was enrolled in a Day Care Center on the date of the Covered Person's loss of life; or
- 3) subsequently enrolls within 90 days of the date of the Covered Person's loss of life in a licensed day care center.

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

Child Care benefits are payable once a year for not more than four consecutive years, but only if such Dependent Child remains under 13 years of age and continues enrollment in a Child Day Care Center (proof of enrollment will be required).

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

Child(ren)'s Double Dismemberment Benefit

If a Dependent Child suffers a Covered Loss We will pay an additional benefit equal to the Covered Dependent Child's Amount of Insurance payable for such loss. However, if a Dependent Child sustains more than one such Covered Loss as the result of any one Accident, the Company will pay the additional benefit on only the largest amount to which the Dependent Child is entitled.

If the Dependent Child dies within 90 days of the same covered Accident, the Loss of Life benefit under the Accidental Death and Dismemberment Benefit will not be reduced by the Accidental Dismemberment benefit received under the Child(ren)'s Double Dismemberment Benefit.

Coma Benefit

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma within 90 days of the Accident and if the Coma continues for at least 30 consecutive days, the Company will pay monthly benefits equal to 2% of the Covered Person's Principal Sum, the sum of which shall not exceed 100% of the Covered Person's Principal Sum.

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

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

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

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

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

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

Common Disaster Benefit

If both the Covered Person and his/her Dependent spouse suffer loss of life within 365 days of a Common Disaster, and are survived by one or more Dependent Children, for which the Accidental Death Benefit is payable under this Policy, the Dependent spouse's benefit will be increased to equal the Covered Person's Principal Sum up to the maximum shown on the Schedule of Benefits.

"Common Disaster" for purposes of this Common Disaster Benefit only, means the same unintended or unforeseeable event or occurrence which happens suddenly and violently, or separate unintended or unforeseeable events or occurrences which happen suddenly and violently within the same 24-hour period.

Education Benefit

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

- 1) under age 23 and Covered Person under this Policy; and
- 2) enrolled as a full-time student in any accredited college, university or other institution of higher learning or a vocational or licensed technical school beyond the 12th grade level on the date of the Covered Person's loss of life; or
- 3) at the 12th grade level and subsequently enrolls as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school within 365 days after the date of the Covered Person's loss of life.

Education Benefits are payable once a year for not more than four consecutive years, but only while the Covered Person's Dependent Child continues as a full-time student (proof of enrollment for each year will be required).

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

Elder Survivor Benefit

If a Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy, the Company will pay an additional benefit shown in the Schedule of Benefits to or on behalf of any Dependent parents of the Covered Person's Dependent parent.

The Elder Survivor Benefit will be payable in equal shares to the Dependent parents. Only one Elder Survivor Benefit will be payable regardless of the number of Dependent parents.

Dependent parent(s) means the Covered Person's parent, parent-in-law, grandparent, grandparent-in-law, great-grandparent or great-grandparent-in-law (whether natural, step or adoptive), who is:

- 1) not regularly employed on a full-time basis;
- 2) primarily dependent upon the Covered Person for support and maintenance due to a proven mental or physical incapacity;
- 3) residing in the Covered Person's home; and
- 4) eligible to be claimed as an exemption on the Covered Person's federal income tax return.

Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation Benefits for Covered Expenses incurred for the medical evacuation of a Covered Person subject to all applicable policy conditions and exclusions. Benefits are payable up to the Benefit Maximum shown in the Schedule of Benefits if the Covered Person:

1. suffers a Medical Emergency or Covered Accident;
2. requires emergency medical evacuation; and
3. is traveling 100 miles or more from the Covered Person's place of residence.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different Hospital, treatment facility and/or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Physician designated by Our assistance provider in consultation with the local attending Physician.
2. Dispatch of a Physician: the Physician's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a Physician is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of dependent Child(ren): expenses to return each dependent Child who is under age 26 to his or her principal residence if a) the Covered Person is the only person traveling with the minor dependent Child(ren); and b) the Covered Person suffers a Medical Emergency or covered Accident and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family member or companion who is traveling with the Covered Person to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility or the Covered Person's place of residence.

Benefits for these Covered Expenses will not be payable unless:

1. the Physician ordering the emergency medical evacuation certifies the severity of the Covered Person's Medical Emergency requires an emergency medical evacuation;
2. all transportation arrangements made for the emergency medical evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the Usual and Customary Charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

"Medical Emergency" means a condition that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy. The Medical Emergency must first manifest itself suddenly and unexpectedly while the Covered Person is covered under this policy.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are authorized by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, We will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

Felonious Assault and Violent Crime Benefit

If a Covered Person suffers a Covered Loss due to or contributed by a Felonious Assault which is directed at the Covered Person, the Company will pay an additional benefit as shown in the Schedule of Benefits.

Only one Felonious Assault Benefit will be payable for all Covered Losses incurred as the result of the same Felonious Assault.

Felonious Assault means any intentional use of force upon a Covered Person performed by another person that is not a Covered Person's spouse, Immediate Family member; an employee of the Policyholder; or an individual who resides with the Covered Person on a permanent basis. Such use of force must:

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

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

Home Alteration and Vehicle Modification Benefit

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met.

- 1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
- 2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
- 3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

Loss of Use

Loss of Use loss is hereby added to the list of Covered Losses for which Accidental Death and Dismemberment Benefits are payable under this Policy. Benefits amounts are shown in the Schedule of Benefits.

Loss of Use means loss of functional, normal, or characteristic use or paralysis of the entire arm and/or leg, hand and/or foot, which continues without interruption for a period of 12 consecutive months and at the end of such period is determined by a Physician to be continuous, permanent and irrecoverable.

Arm means the entire arm from the shoulder joint including the attached hand. Leg means the entire leg from the hip joint including the attached foot.

Hand means the entire hand from the wrist joint.

Foot means the entire foot from the ankle joint.

The final determination as to whether a "Loss of Use" is permanent and irrecoverable will be made through use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another

appropriate measurement of impairment values.) The determination must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

The 12 consecutive month waiting period will be waived if the "Loss of Use" is due solely to complete and irreversible paralysis.

If a Covered Person sustains more than one such loss as the result of any one Covered Accident, the Company will pay only the largest amount to which the Covered Person is entitled. This amount will not exceed the Principal Sum

Occupational HIV Benefit and Occupational Hepatitis Benefit

If a Covered Person contracts Human Immunodeficiency Virus (HIV) or develops AIDS related Complex (ARC) during the performance of any assigned occupational duties for which compensation is received from the Policyholder, the Company will pay a benefit as shown in the Schedule of Benefits if the Covered Person's coverage is in effect on the date of the Accident. It will be paid in 24 equal monthly installments.

In order to receive this Occupational HIV Benefit, the Covered Person must:

- 1) Submit a workers' compensation injury report to the Policyholder within 48 hours of the Accident; and
- 2) Submit a blood test for the Human Immunodeficiency Virus (HIV) and AIDS related Complex (ARC) within 48 hours of the Accident.

The Company must receive written notification of the test results, from the laboratory which performed the test, as soon as reasonably possible.

If this initial blood test is negative and the Covered Person subsequently tests positive for Human Immunodeficiency Virus (HIV) or AIDS related Complex (ARC) within 365 days of the Accident, the Company will begin monthly payments as described above.

If a Covered Person tests positive for Hepatitis within 365 days of the date of exposure to Hepatitis while performing any assigned occupational duties for which compensation is received from the Policyholder, the Company will pay a benefit as shown in the Schedule of Benefits if the Covered Person's coverage is in effect on the date of the Accident. It will be paid in 24 equal monthly installments.

In order to receive this Occupational Hepatitis Benefit, the Covered Person must:

- 1) Submit a workers' compensation injury report to the Policyholder within 48 hours of the Accident; and
- 2) Submit a blood test for Hepatitis within 48 hours of the Accident which indicates negativity with respect to the presence of any antibodies or antigens to such disease.

The Company must receive written notification of the test results, from the laboratory which performed the test, as soon as reasonably possible.

The benefit is payable monthly, starting on the last day of the month which immediately follows the month the Covered Person tests positive for Hepatitis, for 24 consecutive months or until: 1) the date the Covered Person dies; or 2) the date the Covered Person recovers from Hepatitis, whichever occurs first.

If the Covered Person tests positive for HIV and Hepatitis as a result of the same Occupational Incident, only one benefit amount, the largest, will be paid.

The Company will not pay for any expenses incurred for testing.

Hepatitis means viral hepatitis but not type-A hepatitis.

Human Immunodeficiency Virus (HIV) means an immunodeficiency syndrome caused by this virus.

AIDS related Complex (ARC) means a group of symptoms, including but not limited to, progressive generalized lymphadenopathy, fever, weight loss, and the presence of antibodies to the human immunodeficiency virus (HIV).

Repatriation Benefit

We will pay Eligible Expenses incurred for the return of the Covered Person's remains to His or Her place of residence in His or Her home country and state if the Covered Person's death results directly and independently of all other causes from a Medical Emergency or Covered Accident outside of His/Her home state or more than 100 miles from the Covered Person's place of residence.

"Eligible Expenses" means costs, pre-approved by Us and incurred for embalming, cremation, coffin or urn, transportation of the body or remains, necessary travel expenses of an escort. Necessary travel expenses are limited to food, hotel room and economy class transportation charges.

Rehabilitation Expense Benefit

If a Covered Person suffers a Covered Loss the Company will reimburse the Covered Person for expenses incurred within two years after the date of the Covered Accident causing such loss, per Accident, which are charged for:

- 1) physical, occupational, speech or hearing therapy, or other rehabilitation training for which measurable improvement is expected within a reasonable time; and
- 2) Medically Necessary services or supplies related to rehabilitation therapy.

The therapy, training, services or supplies must:

- 1) meet generally accepted standards of medical practice; and
- 2) be provided by or under the supervision of a Physician.

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

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the Usual and Customary Charges for similar services in the locality where the services are received (for hospital room and board charges, does not exceed the most common charge for semi-private room and board in the Hospital where the expense is incurred); or
- 3) as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Safety Device Benefit

If a Covered Person suffers loss of life while driving or riding in an Automobile, for which Accidental Death Benefits are payable under this Policy, the Company will pay an additional benefit shown in the Schedule of Benefits if:

- 1) the Automobile is equipped with original, factory-installed Seat Belts;
- 2) the Seat Belt was in actual use by the Covered Person and properly fastened at the time of the Covered Accident; and
- 3) the position of the Seat Belt is confirmed in the official report of the Covered Accident; or by the investigating officer.

The Company will pay another additional benefit shown in the Schedule of Benefits if the Covered Person is:

- 1) positioned in a seat protected by a properly functioning, original, factory-installed Air Bag that inflates on impact; and
- 2) the proper inflation of the Air Bag is certified in the official report of the Covered Accident or by the investigating officer.

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

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

Air Bag means a safety device designed to inflate upon collision.

Severe Burn Benefit

If a Covered Person suffers a Severe Burn as the result of an Accident, the Company will pay a benefit as shown in the Schedule of Benefits.

The determination of whether or not an area of the body is Severely Burned, and what proportion of its surface is Severely Burned, must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

Severe Burn/Severely Burned means cosmetic disfigurement of the surface of a body area due to an Injury caused by a Covered Accident that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

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

Spouse Retraining Benefit

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

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

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

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

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

EXCLUSIONS

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

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
4. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
5. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
6. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - i. While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - ii. While being used for any test or experimental purpose; or
 - iii. While piloting, operating, learning to operate or serving as a member of the crew thereof; or

Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice of death or injury must be given to the Company within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at Health Special Risk, Inc. (HSR), HSR Plaza II, 4100 Medical Parkway, Carrollton, TX 75007, Attention Claims Department. Notice should include the Covered Person's name and address as well as this Policy Number. If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30 day period; and
- 2) it is further shown that notice was given as soon as possible.

CLAIM FORMS: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

PROOF OF LOSS: Written proof of loss must be given to the Company within 90 days after the date of loss. If the proof of loss is not submitted within 90 day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

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

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10th day after the death.

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

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

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

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

PHYSICAL EXAMINATIONS AND AUTOPSY: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

RECOVERY OF OVERPAYMENT: If benefits are overpaid, or paid in error We have the right to recover the amount overpaid or paid in error by any of the following methods.

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

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT/CHANGES: This Policy, with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

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

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

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

- 1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Covered Person's lawful spouse, if not legally separated or divorced;
 - b) a Covered Person's natural Child, adopted Child, foster Child, step Child, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
 - c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
- 4) The estate of the Covered Person.

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

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

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

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

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

MISSTATED DATA: The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

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

WORKERS' COMPENSATION: This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.