

Certificate of Insurance Group Accidental Death & Dismemberment

For:

SPECIAL AGENTS
MUTUAL BENEFIT ASSOCIATION



Certificate of Insurance

ZURICH AMERICAN INSURANCE COMPANY Schaumburg, Illinois

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CERTIFICATE OF INSURANCE

Blanket Accident Policy Number: GTU 3586804

Policyholder: Special Agents Mutual Benefit Association

11301 Old Georgetown Road Rockville, MD 20852

The Zurich American Insurance Company (a stock insurance company), hereinafter called the Company, has issued the Blanket Accident Policy indicated, insuring persons of the Policyholder shown above.

The insurance evidenced by this Certificate provides **ACCIDENT** insurance only. It does **NOT** provide basic hospital, basic medical or major medical insurance as defined by the New York Insurance Department.

IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

This coverage is subject to the terms of the Blanket Accident Policy issued to the Policyholder.

Eligible Employees:

As on file with the Policyholder.

SCHEDULE

The Schedule lists the Coverages(s), Benefits(s), Aggregate Limit of Liability and Territorial Limits, for which insurance is provided. No Benefits are provided for Coverages(s) not listed in the Schedule.

	COVERAGES	BENEFITS	FORMS REFERENCED	
A.	LOSS OF LIFE	\$100,000.00 Principal Sum – For a Loss caused in the United States. \$50,000.00 Principal Sum – For a Loss caused while on assignment outside the United States.	U-AG-145-A (CW) Aggregate Limit U-AG-136-A (CW) Hazards U-AG-145-A (CW) Beneficiaries U-AG-145-A (CW) Age 70 Coverage	
В.	LOSS OF LIMB, SIGHT, HEARING OR SPEECH	Principal Sum: Same as above.		
C.	WEEKLY INCOME	N/A		
D.	MEDICAL EXPENSE	N/A		
AGGREGATE LIMIT OF LIABILITY: \$5,000,000 Per Any One Accident				
TERRITORIAL LIMITS: World-wide				

DEFINITIONS

Certain words are defined in this insurance as follows:

- 1. We, Us and Our refer to Zurich American Insurance Company.
- 2. Policyholder means the employer named in the Declarations.
- 3. Covered Person means an Eligible Employee of the Policyholder.
- 4. Eligible Employee means a person defined in the "Eligibility and Classification of Covered Persons."

5. Loss means:

- a. For a foot or hand, actual severance through or above an ankle or wrist joint.
- b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger.
- c. Total and permanent loss of sight.
- d. Total and permanent loss of speech.
- e. Total and permanent loss of hearing.
- **6. Injury** means an accidental bodily injury which is a direct result, independent of all other causes, of a hazard set forth in the "Description of Hazards."
- **7. Medical Expense** means the usual and customary expense for medical, surgical, x-ray, ambulance, hospital and professional nursing services.
- **8. Total Disability** means total and continuous disability that prevents the Covered Person from performing all duties required by his or her job.
- **9. Terms** means provisions, limitations, exclusions and definitions.

SUMMARY OF INSURANCE PROVIDED

1. Covered Person.

- a. Coverage Provided
 - (1) **Loss of Life.** If injury to a Covered Person results in Loss of Life, We will pay the Principal Sum shown in the Schedule. Death must occur within 365 days of the accident.
 - (2) **Loss of Limb, Speech, Sight or Hearing.** If injury to a Covered Person results in any of the following losses, We will pay the benefit shown. Loss must occur within 365 days of the accident. The amounts are based on the Principal Sum shown in the Schedule.

LOSS OF:		Benefit
(a)	Both hands or both feet	Principal Sum
(b)	One hand and one foot	Principal Sum
(c)	One hand or one foot plus the sight of one eye	Principal Sum
(d)	Sight of both eyes	Principal Sum
(e)	Speech and Hearing	Principal Sum
(f)	Speech or Hearing	1/2 Principal Sum
(g)	One hand, one foot, or sight of one eye	1/2 Principal Sum
(h)	Thumb and index finger of the same hand	1/4 Principal Sum

If more than one loss arises out of the same accident We will pay only one benefit. This will be the largest one. The most We will pay in any event is the Principal Sum.

- (3) **Weekly Income.** If a Covered Person sustains total disability as a result of an injury and within 30 days of an accident, We will pay the Weekly Benefit shown in the Schedule. These payments start on the first day after the waiting period, if any. The payments go on for as long as the total disability lasts but not to exceed the number of weeks stated in the Schedule.
- (4) **Medical Expense.** We will pay the Medical Expenses of a Covered Person arising out of an injury and incurred within one year of an accident. The first treatment or service must take place within 30 days of the accident. For any one accident We pay the Medical Expense (in excess of the deductible, if any) up to the benefit shown in the Schedule.

- (5) **Exposure.** If a Covered Person is exposed to weather because of an accident and this results in a loss otherwise covered by this Policy, We will pay such loss subject to all Policy terms
- (6) **Disappearance.** If the conveyance in which a Covered Person is riding disappears, is wrecked, or sinks, and the person is not found within 365 days of the event, We will presume the person lost his or her life as a result of injury. We will pay the benefit shown for Loss of Life, subject to all Policy terms.

U-AG-193-A CW (5/95)

(7) **Aggregate Limit of Liability.** The most We will pay for all benefits arising out of any one accident is the Aggregate Limit of Liability stated in the Schedule. If this is not enough to pay full benefits to each Covered Person, We will pay each one a reduced benefit based on the proportion that the Aggregate Limit bears to the total benefits that would otherwise be paid.

U-AG-145-A (CW) (7/95)

(8) The hazards against which insurance is provided a Covered Person, under the Policy are:

Injury sustained by a Covered Person anywhere in the world in the course of business or pleasure, provided such injury is the direct result of an Act of Terrorism.

This includes injury sustained while the Covered Person is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid standard category airworthiness certificate. The aircraft must be operated by a pilot with a current and valid:
 - 1. Medical certificate; and
 - 2. Pilot certificate with proper rating to pilot such aircraft.
- B. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States. This includes similar air transport services run by any government agency.

Additional Definitions

1. Act of Terrorism means a deliberate violent or forceful act, of any person or persons either as part of an organization or acting alone, with the purpose of demoralizing, intimidating and/or influencing any federal, state or local government.

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- b. Coverage Excluded. We do not pay any claim that is caused by, contributed to, or results from:
 - (1) suicide or attempted suicide;
 - (2) a purposely self-inflicted injury;
 - (3) any act of war;
 - (4) any type of active, full-time, military service;
 - (5) illness or disease;
 - (6) infection, except pus-forming infections from an accidental wound;
 - (7) pregnancy, including childbirth, but not including complications thereof;
 - (8) travel or flight in any aircraft except to extent stated in the "Description of Hazards."

HOW TO FILE A CLAIM

- 1. Notice. The Covered Person or beneficiary, or someone on his or her behalf, must give Us written notice within 90 days of the accident. The notice must name the Covered Person and the Policy number. Send the notice to the Accident and Health Claims Department, Zurich American Insurance Company, P.O. Box 307010, Jamaica, NY 11430-7010, or any of Our agents. Notice to Our agent is notice to Us.
- 2. Claim Forms. We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days he or she can send Us a detailed written report of the claim and extent of the loss. We will

accept this report as a Proof of Loss if sent within the time fixed below for filing Proofs of Loss.

3. **Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the loss for all coverages except Weekly Income. For Weekly Income, the Proof of Loss must be sent within 90 days of the last payment. Failure to furnish proof within such time shall neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof and the proof was furnished as soon as reasonably possible.

PAYMENT OF CLAIM

1. **Time of Payment.** We will pay claims for all losses, other than loss for which this Policy provides any periodic payment, immediately upon receipt of written Proof of Loss. Unless an optional periodic payment time is named, any loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance which remains when Our liability ends will then be paid when We receive the Proof of Loss.

U-AG-193-A CW (5/95)

2. Who We Will Pay.

- a. Life Claims. Covered Losses resulting from the Covered Person's death are paid to the named beneficiary at the time of death or if the named beneficiary predeceases or dies at the same time as the Covered Person, We will pay the benefit to the Covered Person's decedents who survive him/her in the following order:
 - a. The Covered Person's legally married spouse;
 - b. The Covered Person's children;
 - c. The Covered Person's parents;
 - d. The Covered Person's brothers and sisters;
 - e. The Covered Person's estate.

U-AG-145-A (CW) (7/95)

- **All Other Claims.** Benefits are paid to the Covered Person. He or she may direct in writing that all, or part, of the Medical Expense Benefit be paid directly to the party who furnished the service. This direction may be changed by the Covered Person at any time up to the filing of proof for the loss.
- **c. Payment to the Estate or to Minors.** If any benefits are payable to:
 - (1) the estate of the Covered Person; or
 - (2) the Covered Person, or a beneficiary, who is a minor or otherwise incompetent;

We may pay up to \$1,000 to any relative We find entitled to the payment. We will be discharged to the extent of such payment made in good faith.

- **3. Physical Examination and Autopsy.** We have the right, at Our expense, to examine a Covered Person when and as often as We may reasonably request while the claim is pending. We can have an autopsy made unless forbidden by law.
- 4. Choice of Service Provider. The Covered Person has the sole right to choose his or her doctor and hospital. The physician-patient relation shall be preserved.

GENERAL POLICY CONDITIONS

- 1. Assignment of Interest. A transfer of interest is binding when We get written notice. We have no duty to confirm that a transfer is valid.
- 2. **Beneficiaries.** The Covered Person has the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. The Covered Person may change the beneficiary at any time unless his or her interest has been assigned. Unless there has been an assignment, consent to a change by a prior beneficiary is not needed.

3. Termination of Individual Insurance.

- a. Covered Person. Insurance stops at the end of the period for which the premium has been paid and during which any of the following occurs:
 - (1) the Policy is terminated;
 - (2) the Covered Person ceases to be an Eligible Person;
 - (3) the Covered Person reaches age 70 (Endorsement #3, form U-AG-145-A (CW) (7/95), extends coverage beyond age of 70.);
 - (4) the employment of the Covered Person is ended;
 - (5) the Policyholder fails to pay the premium on the due date. (This does not apply if failure was an accident, or the Grace Period provision applies.)

Any termination does not affect claims that arose prior thereto.

4. Suit Against Us. No action on this Policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3 years of the date the written proof is required to be submitted. If the law of the state where the Covered Person lives makes such limit void, then the action must begin within the shortest time permitted by law.

This Certificate is a summary of the benefits and other main terms of the Policy. It is not a Policy. It does not change or extend any coverages. The Benefits stated herein may be changed or ended in accordance with the terms of the Policy.

The Policy is in the possession of the Policyholder. It may be inspected by the Covered Person at any time during business hours at the office of the Policyholder.

U-AG-193-A CW (5/95)

In Witness Whereof, We have caused the Policy to be executed and attested, and, if required by state law, the Policy shall not be valid unless countersigned by Our authorized representative.

John J. Amore

President

Zurich American Insurance Company

David Bowers

Corporate Secretary

Zurich American Insurance Company