# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

#### **GROUP ACCIDENT INSURANCE CERTIFICATE**

**ABOUT THIS CERTIFICATE.** This certificate describes accident insurance the Company provides to Insured Persons under the Group Policy (herein called the Policy) issued to the Policyholder.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this certificate:

President

ll M

Secretary

#### PLEASE READ THIS CERTIFICATE CAREFULLY.

Non-Participating

# TABLE OF CONTENTS

Definitions	3
Insured's Effective and Termination Dates	4
Insured Dependent's Effective and Termination Dates	4
Premium	5
Benefits and Coverages	6
Principal Sum	
Limitation on Multiple Benefits	6
Accidental Death Benefit	
Accidental Dismemberment Benefit	
Exposure and Disappearance	
Child(ren)'s Additional Indemnity For Dismemberment And Paralysis Benefit	
Common Disaster Benefit	
Paralysis Benefit	
Permanent Total Disability Benefit	
Psychological Therapy Benefit Rider	
Seat Belt and Air Bag Benefit	
Tuition Benefit	10
Exclusions	12
Claims Provisions	13
General Provisions	14

# DEFINITIONS

**Annual Salary** - means the Insured's base annual salary exclusive of overtime, bonuses, tips, commissions and special compensation.

Eligible Dependent - means an Eligible Spouse or an Eligible Dependent Child.

**Eligible Dependent Child(ren)** - means the Insured's unmarried children, including natural, step, foster or adopted children from the moment of placement in the home of the Insured, under age 25 (26 if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Child(ren) before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 31 days after the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Company on an annual basis. If the Insured fails to furnish the requested proof the Company on an annual basis. If the Insured fails to furnish the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

Eligible Spouse - means the Insured's legal spouse.

**Family Coverage** - means coverage in force under the Policy on an Insured's Eligible Dependents: 1) whom the Insured has elected to cover under the Policy; and (2) for whom premium has been paid.

**Injury** - means bodily injury caused by an accident occurring while the Policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

**Insured** – means the person named in the Schedule who has enrolled for coverage under the Policy, if required and for whom premium has been paid while covered under the Policy.

Insured Dependent - means an Insured Spouse or an Insured Dependent Child.

**Insured Dependent Child(ren)** - means the Insured's Eligible Dependent Child(ren): (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Immediate Family Member** - means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild.)

Insured Person - means an Insured or an Insured Dependent.

**Insured Spouse** - means the Insured's Eligible Spouse: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license whois not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.C11657(REV 3-99)DBG-MS3CAP

Schedule - means the enrollment form on file with the Policyholder.

# **INSURED'S EFFECTIVE AND TERMINATION DATES**

**Effective Date.** The Insured's coverage under the Policy begins on the Effective Date of Coverage as shown in the Schedule.

A change in coverage due to a change in the Insured's class, Annual Salary, or election of Principal Sum amount will become effective on the later of the following dates: (1) if individual enrollment is required, the date the written enrollment form requesting the change is received by the Policyholder; or (2) if the change requires a change in premium, the date the first changed premium is paid when due. A change in coverage applies only with respect to accidents that occur on or after the effective date of the change.

**Termination Date.** An Insured's coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) the date the Insured requests, in writing, that his or her coverage be terminated; or (4) the date the Insured ceases to be eligible for coverage under the Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

Continuation of Eligibility. If premium payments are continued on a basis that precludes individual selection, an Insured who ceases to be a member of any eligible class of persons as described in the Master Application may still be regarded as in an eligible class of persons as follows: (1) if the Insured is on temporary lay-off or leave of absence (other than an authorized family or medical leave), for the full period of the lay-off or leave, but not for more than three months in a row; or (2) if the Insured is absent from work due to an authorized family or medical leave, for the full period of the leave, but not for more than three months in a row unless a longer period is agreed to by the Company and the Policyholder.

The portion of premium payments paid by the Insured, if any, must continue to be paid during any period of leave as described above for coverage to remain in force.

### INSURED DEPENDENT'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured Dependent's coverage under the Policy begins on the latest of: (1) the date the Insured's coverage begins; (2) the date the first premium for the Insured Dependent's coverage is paid when due; (3) if individual enrollment is required, the date the Insured enrolls the dependent for Family Coverage except if the Insured does not enroll within 31 days after the date the dependent becomes an Eligible Dependent, the Insured must wait until the next open enrollment period of the Policyholder to enroll the dependent; or (4) the date the person becomes an Eligible Dependent.

**Termination Date.** An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) the date the Insured requests, in writing, that coverage for the Insured Dependent be terminated; or (4) the date the Insured Dependent ceases to be an Eligible Dependent.

Termination of coverage will not affect a claim for a covered loss which is incurred while the Insured Dependent's coverage was in force under the Policy.

#### PREMIUM

**Premiums.** The Company provides insurance in return for premium payments. The Company may change the required premiums due by giving the Policyholder at least 31 days advance written notice. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in the Policy.

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. An Insured Person's coverage will not be terminated for nonpayment of premium during the Grace Period if all premiums due are paid by the last day of the Grace Period. An Insured Person's coverage will terminate on the last day of the period for which all premiums have been paid if all premiums due are not paid by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating coverage under the Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section.

No Grace Period will be provided if the Company receives notice to terminate the Insured Person's coverage under the Policy prior to a premium due date.

### **BENEFITS AND COVERAGES**

Principal Sum. As applicable to each Insured, Principal Sum means the amount of insurance in force under the Policy as described in the Schedule. Principal Sum amounts above \$150,000 may not exceed 10 times the Insured's Annual Salary.

As applicable to an Insured Dependent, Principal Sum means the amount of insurance in force under the Policy as described in the Schedule.

If a husband and wife are both eligible to enroll for coverage under the Policy, one, but not both, may purchase Family Coverage. The other spouse may elect single coverage only.

In the event that a person is covered under the Policy as an Insured and as an Insured Dependent, the combined Principal Sum on that person may not exceed \$300,000.

### **Limitation on Multiple Benefits**

If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided under the Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Permanent Total Disability Benefit, Paralysis Benefit, Coma Benefit.

### Accidental Death Benefit

If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Principal Sum.

### Accidental Dismemberment Benefit

If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

	1000/
Both Hands or Both Feet Sight of Both Eyes One Hand and One Foot One Hand and the Sight of One Eye One Foot and the Sight of One Eye Speech and Hearing in Both Ears One Hand or One Foot Sight of One Eye Speech or Hearing in Both Ears Thumb and Index Finger of Same Hand	100% 100% 100% 100% 100% 50% 50% 50%

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

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

### Exposure and Disappearance

If by reason of an accident occurring while an Insured Person's coverage is in force under the Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured Person has suffered accidental death within the meaning of the Policy.

### Child(ren)'s Additional Indemnity for Dismemberment and Paralysis Benefit Applicable to Employee's Spouse and Employee's Children Only

If an Insured has Family Coverage in effect under the Policy and an Insured Dependent Child suffers an accidental dismemberment or an accidental paralysis for which an Accidental Dismemberment benefit or a Paralysis benefit is payable under the Policy, the Company will pay this additional benefit to or on behalf of an Insured Dependent Child. It is payable with respect to the one Benefit specified above which provides the larger benefit for all Injuries suffered by the Insured Dependent Child in the same accident. The amount payable for this additional benefit is equal to the amount payable under the Accidental Dismemberment Benefit or Paralysis Benefit, subject to a maximum of \$25,000.

### Common Disaster Benefit

If an Insured with Family Coverage in effect under the Policy and his or her Insured Spouse both suffer accidental death in the same accident within 90 days of the accident such that an Accidental Death benefit is payable under the Policy for both persons, the Insured Spouse's Principal Sum is increased to equal the lesser of: (1) \$250,000 or (2) 100% of the Insured's Principal Sum.

### Paralysis Benefit

If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the types of paralysis specified below, the Company will pay the percentage of the Principal Sum shown below for that type of paralysis:

<u>Type of Paralysis</u>	Percentage of Principal Sum
Quadriplegia	
Paraplegia	
Hemiplegia	
Uniplegia	

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

If the Insured Person suffers more than one type of paralysis as a result of the same accident, only one amount, the largest, will be paid.

#### Permanent Total Disability Benefit (Not Applicable to Insured Dependents) Applicable to Employee Only

If, as a result of an Injury, the Insured is rendered Permanently Totally Disabled within 365 days of the accident that caused the Injury, the Company will pay 100% of the Principal Sum at the rate of 1% of the Principal Sum per month from the 13th consecutive month of Permanent Total Disability.

The Company reserves the right, at the end of the first 12 consecutive months of Permanent Total Disability to determine, on the basis of all the facts and circumstances, that the Insured is Permanently Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

"Permanently Totally Disabled/Permanent Total Disability" - means that the Insured is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.

# **Psychological Therapy Benefit**

**Psychological Therapy Benefit.** If Injury to the Insured Person results within 90 days of the date of the accident that caused the Injury, in an accidental dismemberment for which an Accidental Dismemberment benefit is payable under the Policy, the Company will pay Covered Psychological Therapy Expenses that are due to the Injury causing the dismemberment. The Covered Psychological Therapy Expenses must be incurred within one year after the date of the accident causing the Injury. The amount payable for this benefit is the lesser of \$25,000 or 10% of the Insured Person's Principal Sum. Covered Psychological Therapy Expenses for or resulting from an Injury for which the Insured Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

"Covered Psychological Therapy Expense(s)" - means an expense that: (1) is charged for a Medically Necessary Psychological Therapy Session for the Insured Person provided under the care or supervision of a Physician; (2) does not exceed the usual level of charges for similar therapy sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

"Medically Necessary Psychological Therapy Session" - means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured Person in coping with the accidental dismemberment; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

# Seat Belt and Air Bag Benefit

**Seat Belt Benefit (Percentage of Principal Sum).** If the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt or, if the Insured Person is a child, a properly installed and fastened child restraint device as defined by state law, the Company will pay this additional benefit. The amount payable for this additional benefit is the lesser of: (1) \$25,000; or (2) 10% of the Insured Person's Principal Sum.

Air Bag Benefit (Percentage of Principal Sum). If a Seat Belt Benefit is payable and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint

System that inflates on impact, the Company will pay this additional benefit. The additional amount payable for this benefit is the lesser of: (1) \$25,000; or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

"Automobile" - means a self-propelled private passenger motor vehicle with four or more wheels which 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, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

"Supplemental Restraint System" - means an air bag which inflates for added protection to the head and chest areas.

## Tuition Benefit Applicable to Employee Only

If an Insured or the Insured Spouse suffers accidental death such that an Accidental Death benefit is payable under the Policy and the Insured had Family Coverage in effect under the Policy on the date of the accident causing death, the Company will pay the following benefit:

- A. **For the Insured Dependent Children under Age 23.** The Company will pay a benefit to or on behalf of any Insured Dependent Child under age 23 who was insured under the Policy on the date of the accident causing death and who, on the date of the Insured's or the Insured Spouse's death: (1) is a full-time student in any Institution of Higher Learning above grade 12; or (2) is in grade 12 and subsequently enrolls as a full-time student in an Institution of Higher Learning within 365 days after the date of the Insured's or the Insured's or the Insured Spouse's death. The benefit will be paid for each year of the Insured Dependent Child's continuous enrollment as a full-time student in an Institution of Higher Learning, to a maximum of four (4) consecutive years. The total amount of the benefit each year is equal to the least of:
  - 1. the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that Insured Dependent Child;
  - 2. 5% of the Insured's or the Insured Spouse's Principal Sum on the date of the accident causing death; or
  - 3. \$5,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Dependent Child who ceases to be enrolled as a full-time student becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment as a full-time student that begins before the date of the Insured's or the Insured Spouse's death.

B. **For the Insured Spouse.** The Company will pay a benefit to or on behalf of any Insured Spouse who was insured under the Policy on the date of the accident causing death and who, for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living: (1) is enrolled in any Institution of Higher Learning or professional or trade training program on the date of the Insured's death; or (2) subsequently enrolls in an Institution of Higher Learning or professional or trade training program within 30 months after the date of the Insured's death. The benefit will be paid for

each year of the Insured Spouse's continuous enrollment in an Institution of Higher Learning or professional or trade training program, to a maximum of four (4) consecutive years. The total amount of the benefit for all institutions and programs combined each year is equal to the least of:

- 1. the total actual tuition (exclusive of room and board) charged by those institutions or programs for enrollment during that year for the Insured Spouse;
- 2. 5% of the Insured's Principal Sum on the date of the accident causing death; or
- 3. \$5,000.

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Spouse who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of the Insured's death.

"Institution of Higher Learning" - means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, or trade school.

### **EXCLUSIONS**

The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- 1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
- 2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning;
- 3. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft;
- 4. declared or undeclared war, or any act of declared or undeclared war;
- 5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.).
- 6. the Insured Person being under the influence of drugs, unless taken under the advice of a Physician;
- 7. the Insured Person's commission of or attempt to commit a felony.

### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at A&H Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured Person, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces 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 of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within forty-five (45) days after the Company's receipt of due written proof of the loss. If payment of a valid claim is not made within this forty-five (45) day period, interest will accrue on the amount payable by the Company at a rate of one and one-half percent (1 1/2%) per month until the claim is settled. In addition, the claimant may bring action to recover such benefits, including interest and any other damages as may be allowed by law, if benefits are not paid when due. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

#### **GENERAL PROVISIONS**

**Entire Contract; Changes.** The Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Incontestability.** After an Insured Person has been insured under the Policy for two year(s) during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

**Insured's Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policyholder's basic group life insurance policy as shown on the Policyholder's records kept on that policy, unless the Insured has named a beneficiary specifically for the Policy as shown on the Policyholder's records kept on the Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Policyholder with a written request for change. When the request is received by the Policyholder, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary or no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

**Insured Dependent's Beneficiary Designation and Change.** The Insured Dependent's beneficiary is the Insured unless the Insured has named (a) different beneficiary(ies) for the Insured Dependent's coverage as shown on the Policyholder's records kept on the Policy.

An Insured over the age of majority and legally competent may change the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable beneficiary designation has been made, without the consent of the Insured Dependent or the designated beneficiary(ies), by providing the Policyholder with a written request for change. When the request is received by the Policyholder, whether the Insured or the Insured Dependent is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If no beneficiary is living on the date of an Insured Dependent's death, the beneficiary is the Insured's estate.

**Physical Examination.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in the Policy.

**Assignment.** An Insured may assign all of his or her rights, privileges and benefits under the Policy without the consent of his or her designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

**Misstatement of Age.** If premiums for the Insured Person are based on age and the Insured Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

Policyholder: University of Mississippi Policy Number: PAI 0009032465-A

#### COMA BENEFIT RIDER

This Rider is attached to and made part of the Policy or Certificate effective September 1, 2016. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Coma Benefit.** If Injury renders an Insured Person Comatose within 365 days of the date of the accident that caused the Injury, and if the Coma continues for a period of 30 consecutive days, the Company will pay a monthly benefit of 1% of the Insured Person's Principal Sum. This benefit is payable monthly for 11 months if the Insured Person remains Comatose due to that Injury. If the Insured Person remains Comatose through the 11<sup>th</sup> month, any residual portion of that Insured' Person's Principal Sum will become payable on the first day of the 12<sup>th</sup> month during which the Insured Person remains Comatose. If the Insured Person ceases to be Comatose due to the Injury any time during the first 11 months, the monthly benefit will end. No benefit is provided for the first 30 days of Coma. No benefit is payable after the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum. The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured Person is Comatose for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the 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 Insured Person is Comatose, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

**Coma/Comatose** - as used in this Rider, means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

DEPH. M.SC.

President

he litt

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

Policyholder: University of Mississippi Policy Number: PAI 0009032465-A

### INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of this Certificate effective September 1, 2016. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Certificate except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of this Certificate is deleted and replaced by the following:

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

2. The Exclusions section of the Certificate is deleted and replaced by the following:

#### Exclusions

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury.

- 1 suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism.
- 2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
- 3. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
- 4. declared or undeclared war, or any act of declared or undeclared war.
- 5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
- 6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while

on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.).

- 7. the Insured Person being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance.
- 8. the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician.
- 9. the Insured Person's commission of or attempt to commit a crime.
- 10. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
- 11. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:

PH.M.8

President

he M

Secretary

#### NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies.

The maximum amount of protection with respect to any one (1) life, regardless of the number of policies or contracts, is:

Life Insurance

- \$300,000 in death benefits
- \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
  - \$500,000 in basic hospital, medical and surgical or major medical benefits
  - \$300,000 in disability benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits

Annuities

• \$250,000 in net cash surrender and net cash withdrawal values

**The Association may not cover this policy**. If coverage is provided, it will be subject to substantial limitations and exclusions, and require continued residency in Mississippi. You should not rely on coverage by the Association when selecting an insurer.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at <u>www.mslifega.org</u>, or contact:

Mississippi Life and Health Insurance	Mississippi Insurance Department
Guaranty Association	Woolfolk Building
330 North Mart Plaza	501 N. West Street, Suite 1001
Jackson, MS 39206-5327	Jackson, MS 39201
601-981-0755	601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.