

Group Accidental Death & Dismemberment Insurance
Underwritten by:
Federal Insurance Company,
a member insurer of the Chubb Group of Insurance Companies

15 Mountain View Road, PO Box 1615
Warren, NJ 07061-1615

Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, 9906-99-25, which can be obtained by contacting the Policy Administrator.

This insurance is subject to the eligibility and effective date requirements of the group policy issued to:

POLICYHOLDER: National Employers Association
GROUP POLICY NO.: 9906-99-25

MEMBER ELIGIBILITY – All Members of the Policyholder under the age of 70 who elected coverage in Option 2, and their Spouse or Domestic Partner, under the age of 70, and eligible Dependent Children (if Family Coverage is elected). Members can not enroll for insurance after the age of 65.

- 1) No person insured as a Primary Insured Person can be insured as a Dependent; and
- 2) No person shall be insured as a Dependent of more than one Primary Insured Person.

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple Classes of Insured Persons, then such person will only be insured under the Class which provides the Insured Person the largest Benefit Amount for the loss that has occurred.

DATE MEMBER'S INSURANCE TAKES EFFECT – Insurance becomes effective on the first day of the first month following the Insured Person's enrollment date.

DATE MEMBERS' INSURANCE ENDS – An Insured Person's insurance will end at the earliest of: 1) the date the group policy ends, in its entirety or with respect to such Insured Person's Class; 2) the end of the period for which the last premium has been paid for an Insured Person's insurance; 3) the premium due date coinciding with or next following the date an Insured Person ceases to be a member.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

We will pay the applicable Benefit Amount if an Accident results in a covered Loss not otherwise excluded. The Accident must result from an insured Hazard and occur while an Insured Person is insured under this policy, while it is in force. The covered Loss must occur within one (1) year after the Accident. 24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, to which an Insured Person may be exposed.

PRINCIPAL SUM - If Member Only coverage is selected: The Member's principal sum is \$5,000.

PRINCIPAL SUM – If Member + Family coverage is selected: The Member's principal sum is \$5,000. The spouse/domestic partner's principal sum is equal to 50% of the member's principal sum and each dependent child's principal sum is equal to 20% of the member's principal sum. If there are no dependent children, the spouse/domestic partner's principal sum is equal to 60% of the member's principal sum. If there is no spouse/domestic partner, the dependent child's principal sum is equal to 25% of the member's principal sum.

The following are Losses insured and the corresponding Benefit Amount expressed as a percentage of the Principal Sum:

100% for Loss of Life, 100% for Loss of Speech and Loss of Hearing; 100% for Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye; 100% for Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye; 100% for Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye; 50% for Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each); 50% for Loss of Speech or Loss of Hearing; 25% for Loss of Thumb and Index Finger of the same hand.

If an Insured Person is entitled to receive payment of multiple Benefit Amounts as the result of one (1) Accident, then the maximum We will pay for all benefits shall not exceed the Principal Sum. If an Insured Person suffers multiple covered Losses as the result of one (1) Accident, then We will only pay the single largest Benefit Amount applicable to all such covered Losses.

Extensions of Insurance: Disappearance: If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other

terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy. **Exposure:** If an Accident resulting from an insured Hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy.

ADDITIONAL BENEFITS

Accident Medical Expense: This benefit will reimburse Medical Expenses up to \$5,000 if Accidental Bodily Injury causes an Insured Person to first incur Medical Expenses for care and treatment of the Accidental Bodily Injury within 90 days after an Accident. The Benefit Amount for Accident Medical Expense is payable only for Medical Expenses incurred within 52 weeks after the date of the Accident causing the Accidental Bodily Injury. The Benefit Amount is subject to a Deductible of \$100. The Deductible will be deducted from any Benefit Amount for Accident Medical Expense that We pay. This Deductible applies separately to each Insured Person and each Accident.

Dental Benefit Amount: If, due to Accidental Bodily Injury, an Insured Person requires dental care and treatment, then Our payment for such treatment will not exceed the Dental Benefit Amount of \$1,250.

Physical Therapy Benefit Amount: If, due to Accidental Bodily Injury, an Insured Person is not Hospital confined and requires diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage or any form of physical therapy and the office visit associated with such therapy, then Our payment for such therapy will not exceed the Physical Therapy Benefit Amount of \$1,250.

Orthopedic Appliance Benefit Amount: If, due to Accidental Bodily Injury, an Insured Person is not Hospital confined and requires orthopedic appliances or braces, then Our payment for such appliances or braces will not exceed the Orthopedic Appliance Benefit Amount of \$1,250.

Transportation Benefit Amount: If, due to Accidental Bodily Injury, an Insured Person requires transportation to the nearest location where appropriate medical care and treatment can be provided, then Our payment for transportation expenses will not exceed the Transportation Benefit Amount of \$500.

The Benefit Amounts shown above for Dental, Physical Therapy, Orthopedic Appliance, and Transportation are part of, and not in addition to, the Maximum Benefit Amount for Accident Medical Expense. Payment of these Benefit Amounts reduces and does not increase the Benefit Amount for Accident Medical Expense. In no event will Our total payments for an Insured Person's dental care and treatment, physical therapy, orthopedic appliances, transportation and Medical Expense exceed the Maximum Benefit Amount for Accident Medical Expense.

Excess Provision: The Accident Medical Expense benefit is payable on an excess basis. We will determine the Reasonable and Customary Charge for the covered Medical Expense. We will then reduce that amount by amounts already paid or payable by any Other Plan. We will pay the resulting amount less the Deductible. In no event will We pay more than the Maximum Benefit Amount for Accident Medical Expense.

Limitation on Accident Medical Expense

The Benefit Amount for Excess Accident Medical Expense does not apply to charges and services:

- 1) for which an Insured Person has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for any injury occurring while fighting, except in self-defense; or
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 5) for treatment by a person employed or retained by the Policyholder
- 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an Accidental Bodily Injury.

This insurance applies only to Medically Necessary charges and services.

EXCLUSIONS

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing the insurance. In addition no benefits will be paid for any Accident caused by or resulting from any of the following: 1) an Insured Person riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member. (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.); 2) an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof. (This exclusion does not apply to an Insured Person's bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria.); 3) an Insured Person's commission or attempted commission of any illegal act, including but not limited to any felony; 4) any occurrence while an Insured Person is incarcerated after conviction; 5) an Insured Person being intoxicated, at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs; 6) an Insured Person being under the influence of any narcotic or other controlled substance at the time of an Accident. (This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.); 7) an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority. (This exclusion does not apply to the first 60 consecutive days of active military service with the armed forces of any country or established international authority.); 8) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 9) a declared or undeclared War.

DEFINITIONS

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) arises from a source external to an Insured Person; 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 4) occurs while the Insured Person is insured under this policy which is in force; and 5) is the direct cause of Loss. **Accidental Bodily Injury** means bodily injury, which is 1) Accidental; 2) the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. This does not include conditions caused by repetitive motion injuries, or cumulative trauma not a result of an Accident, including, but not limited to: 1) Osgood-Schlatter's Disease; 2) bursitis; 3) Chondromalacia; 4) shin splints; 5) stress fractures; 6) tendonitis; and 7) Carpal Tunnel Syndrome. **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident; 2) to an Insured Person; and 3) for an applicable Hazard. **Class** means the categories of Insured Persons described in the policy. **Dependent** means a Dependent Child, Spouse, or Domestic Partner of a Primary Insured Person. **Dependent Child** means a Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a Primary Insured Person. The Dependent Child must be primarily dependent upon such Primary Insured Person for maintenance and support, and must be: 1) under the age of nineteen (19); 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or 3) classified as an Incapacitated Dependent Child. **Domestic Partner** means a person designated by a Primary Insured Person who is registered as a Domestic Partner under laws of the governing jurisdiction or who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least one (1) year prior to the date of enrollment; 4) is not legally married or separated; and 5) as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither the Primary Insured Person nor the Domestic Partner can be married to, nor be in a civil union with anyone else. **Hospital** means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by the Joint Commission on Accreditation of Hospitals; 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5) provides twenty-four (24 hour) nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. **Immediate Family Member** means an Insured Person's: 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a Primary Insured Person for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of nineteen (19); or 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning. **Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade. **Insured Person** means a person, qualifying as a Class member: 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Loss** means Accidental: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger. Loss must occur within one (1) year after the Accident. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hand** means complete severance, as determined by a Physician, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician. **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident. **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 Using a corrective aid or device, as determined by a Physician. **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 Using a corrective aid or device, as determined by a Physician. **Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Medical Expense** means the Reasonable and Customary Charges for Medical Services for the care and treatment of Accidental Bodily Injuries sustained in an Accident. **Medically Necessary** means a medical or dental service, supply or course of treatment which: 1) is ordered or prescribed by a Physician; 2) is appropriate and consistent with the patient's diagnosis; 3) is in accord with current accepted medical or dental practice; and 4) could not be eliminated without adversely affecting the patient's condition. **Medical Services** means Medically Necessary services, including but not limited to: 1) medical care and treatment by a Physician; 2) Hospital room and board and Hospital care, both inpatient and outpatient; 3) drugs and medicines required and prescribed by a Physician; 4) diagnostic tests and x-rays prescribed by a Physician; 5) transportation of an Insured Person in an emergency transportation vehicle from the location where such Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained; 6) dental care and treatment due to Accidental Bodily Injury; 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy; 8) treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required; 9) rental of durable medical equipment; 10) artificial limbs and other prosthetic devices; 11) orthopedic appliances or braces; 12) eyeglasses, contact lenses and other vision or hearing aids. **Other Plan** means any other insurance or payment source for Medical Services or

disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program. **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include: 1) an Insured Person; 2) an Immediate Family Member; 3) an Insured Person's employer or business partner; or 4) the Policyholder. **Policyholder** means National Employers Association. **Primary Insured Person** means an Insured Person who: 1) has a direct relationship with the Policyholder; and 2) where applicable, elects insurance under this policy; and 3) pays the required premium, for the insurance elected. **Reasonable and Customary Charge** means the lesser of: 1) the usual charge for a given service or supply; or 2) the charge We determine to be the prevailing charge for a given service or supply in the geographical area where it is furnished. **Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, tendonitis, and Carpal Tunnel Syndrome. **Spouse** means an Insured Person's husband or wife or who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides. **We, Us and Our** means FEDERAL INSURANCE COMPANY.

BENEFICIARY PROVISIONS

The Loss of Life benefit will be paid to the first surviving party in the following order: a) the Insured Person's spouse or domestic partner, b) in equal shares to the Insured Person's children, c) in equal shares to the Insured Person's parents, d) in equal shares to the Insured Person's brothers and sisters, e) the Insured Person's estate. All other benefits will be paid to the Insured Person or the Insured Person's designee, or unless otherwise noted. If you choose to name someone else as your beneficiary, please contact the Plan Administrator for a Beneficiary Designation form.

CLAIMS PAYMENT PROVISIONS

Claim Notice: Written Claim Notice must be given to Us or any of Our brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured Person's designee should send Us a written description of the Loss. This written description should include information detailing the occurrence, type and extent of the Loss for which the claim is made. **Claim Proof of Loss:** Complete Proof of Loss must be given to Us within ninety (90) days after the date of Loss, or as soon as reasonably possible. **Claim Payment:** We will pay the Insured Person or beneficiary the applicable Benefit Amount immediately after We receive complete Proof of Loss if the Insured Person, the Policyholder and the beneficiary, where applicable, have complied with all the terms of this policy. **Claim and Suit Cooperation:** In the event of a claim under this policy, the Policyholder, the Insured Person or the beneficiary, if applicable, must fully cooperate with Us in Our handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that We may require. If We are sued in connection with a claim under this policy, then the Policyholder, the Insured Person or the beneficiary must fully cooperate with Us in the handling of such suit. The Policyholder, the Insured Person or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without Our prior written consent.

Governing Jurisdiction and Conformance With Statutes - The group policy under which coverage is provided is governed by the laws of the jurisdiction in which it is delivered to the Policyholder. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which an Insured Person has elected coverage are amended to conform to such statutes, laws or regulations.

HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator: National Employers Association, Administrative Offices, 15575 N 79th Place, Suite 100, Scottsdale, AZ 85260, 480-596-6536 or 800-366-2467

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.

POLICY ADMINISTRATOR
National Employers Association
Administrative Offices
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