

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

(a capital stock company, herein referred to as the Company)

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: National Association for Self-Employed

Policy Number: SRG 9111245-B

Plan VII: Gold Membership

## BLANKET ACCIDENT INSURANCE

### Certificate of Coverage

This Certificate provides a summary of the important features of the coverage. This is not the insurance contract. The Policy itself sets forth in detail the rights and obligations of both the Policyholder and the Company. However, if there is any discrepancy between the Policy and this Certificate, the provision of this Certificate will govern. This insurance is provided to Eligible Classes of persons of the Policyholder while those persons are participating in Covered Hazards.

### ELIGIBILITY FOR COVERAGE

The persons eligible for coverage are:

Class I All active members

Class II All Eligible Spouses of Class I insureds

Class III All Eligible Dependent Children of Class I insureds

“Eligible Spouse” means the Insured’s legal spouse.

“Eligible Dependent Children” means the Insured’s unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the moment of placement, under age 21 (25 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 Children of the Insured covered under the Policy 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 coverage under the Policy is in force, but only if they remain continuously covered under the Policy. We may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to Us within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before 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, We may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to Us on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31 day period.

## AMOUNT OF COVERAGE FOR EACH CLASS OF INSURED PERSON

<u>Class</u>	<u>Hazard</u>	<u>Principal Sum</u>
I	H-20	\$20,000
	H-6	\$30,000
II	H-20	\$10,000
	H-6	\$10,000
III	H-20	\$2,500
	H-6	\$10,000

**Escalator Benefit.** The Principal Sum for Accidental Death and Common Carrier for each Insured Person will be doubled on the anniversary of the Insured Person's third anniversary of continuous coverage. The increase will be applied only once.

**Benefits shown in any row of the Table below apply only to an Eligible Person in a Class shown in that row, only with respect to an accident that occurs under the circumstances described in a Hazard shown in that row as to such person. Any other Rider shown in any row of the Table below applies only with respect to the Classes, Hazards, Benefits, and Riders shown in that row.**

### TABLE OF HAZARDS and BENEFITS

<b>Class</b>	<b>Hazards</b>	<b>Benefits</b>
I	H-20, H-6	B-1, B-36C, B-37B, B-39C
II	H-20, H-6	B-1, B-37B, B-39C
III	H-20, H-6	B-1, B-37B, B-39C

### INSURED'S EFFECTIVE AND TERMINATION DATES

An Insured's coverage begins on the latest of: (1) the Policy Effective Date; (2) the date the person becomes a member of an Eligible Class of Persons; or (3) the Coverage Effective Date.

An Insured's coverage ends on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date the Insured ceases to be a member of an Eligible Class.

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

### INSURED DEPENDENT(S)' EFFECTIVE AND TERMINATION DATES

An Insured Dependent's coverage begins on the latest of: (1) the date the Insured's coverage begins; or (2) the date the person becomes a member of an Eligible Class; or (3) the Coverage Effective Date.

An Insured Dependent's coverage 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 Dependent ceases to be a member of an Eligible Class.

## DEFINITIONS USED IN THIS CERTIFICATE

**Airworthiness Certificate** means the "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

**Civilian Aircraft** means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.

**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).

**Injury** means bodily injury caused by an accident that: (1) occurs while the Policy is in force as to the person whose injury is the basis of claim; (2) occurs under the circumstances described in a Hazard applicable to that person; and (3) results directly and independently of all other causes in a loss covered under a Benefit applicable to such Hazard. See the Table of Hazards, Benefits and Riders for applicability.

**Insured** means a person: (1) who is a member of an Eligible Class of persons as described in the Eligibility for Coverage section; (2) for whom premium has been paid; and (3) while covered under the Policy. However, an Insured does not include any person covered under the Policy solely as an Insured Dependent.

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

**Insured Dependent Child** means the Insured's Eligible Dependent Child as described in the Eligibility for Coverage section: (1) for whom premium has been paid; and (2) while covered under the Policy.

**Insured Person** means an Insured or an Insured Dependent.

**Insured Spouse** means the Insured's Eligible Spouse as described in the Eligibility for Coverage section: (1) for whom premium has been paid; and (2) while covered under the Policy.

**Military Air Transport Aircraft** means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

**Passenger** means a person not performing as a pilot, operator or crew member of a conveyance.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Policyholder Aircraft** means any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the Policyholder.

**Specialized Aviation Activity** means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocket-launched aircraft
- crop dusting
- crop seeding
- crop spraying

- fire fighting
- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

## **DESCRIPTION OF COVERED HAZARDS**

**The following Hazards apply only to Insured Persons in Classes as indicated in the Table of Hazards, Benefits and Riders.**

### **H-6 Land, Water or Air Common Carrier and Military Air Transport**

This Hazard applies only with respect to Injury sustained by an Insured Person:

1. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any land, water or air conveyance operated under a license for the transportation of Passengers for hire; or
  - b. any Military Air Transport Aircraft; or
2. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy. All other exclusions in the General Exclusions apply.

### **H-20 24-Hour Accident Protection**

This Hazard applies only with respect to Injury sustained by an Insured Person anywhere in the world.

With respect to any period of time such Insured Person is traveling on a conveyance, this Hazard applies only with respect to Injury sustained by the person:

1. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
2. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation; or
3. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by the Policy.

In addition to all other exclusions in the General Exclusions, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by the Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

## DESCRIPTION OF BENEFITS

**Principal Sum.** As applicable to each Hazard and Benefit for each Insured Person, Principal Sum means the amount of insurance in force under the Policy on that person for that Hazard and Benefit as described for the Insured Person's Eligible Class in the Principal Sums section and in the Table of Hazards, Benefits and Riders.

### **B-1 Accidental Death Benefit**

If Injury to an Insured Person results in death within 365 days of the date of accident that caused the Injury, We will pay 100% of the Principal Sum indicated for that Insured Person's Eligible Class.

**Exposure and Disappearance.** If by reason of an accident occurring while coverage is in force, 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, the loss will be covered under the terms of the Policy.

If the Insured Person's body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured 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.

### **B-36C In-Hospital Sickness Benefits**

If an Insured Person suffers a Sickness that, within 60 days of the date of the onset of the Sickness, requires him or her to be confined in a Hospital as an Inpatient, the Company will pay a benefit after 2 consecutive Day(s) of Confinement due to that Sickness. No benefit is provided for the first Day of Confinement. The amount of the benefit for the Insured is \$400 per day of Inpatient confinement due to that Sickness. Only one benefit is provided for any one Day of Confinement, regardless of the number of Sicknesses for which the confinement is required. It is payable monthly for a maximum of 10 days during any 12 months of coverage.

Day(s) of Confinement - means a day of Hospital confinement as an Inpatient.

Hospital - means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the hospital that is used for such purposes.

Inpatient - means a person: (1) who is confined in a Hospital as a registered bed patient; and (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

Sickness - means an illness or disease which is diagnosed or treated by a Physician after the effective date of coverage under this Policy.

Any exclusion within the Exclusions section regarding sickness or disease; stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis or aneurysm is hereby waived for this benefit.

Exclusions. In addition to the Exclusions in the General Exclusions, and any amendment thereto, In-Hospital Sickness benefits are not payable for any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

### **B-37B Emergency Treatment Benefits (Fractures & Dislocations)**

If an Insured Person suffers an Injury that results in a Dislocation or Fracture, and requires him or her to receive Emergency Treatment in a Hospital emergency room or a Satellite Emergency Center, the Company will pay an Emergency Treatment Benefit Amount of \$750. Only one Emergency Treatment Benefit is payable for any one accident per Insured Person.

Dislocation - means that one or more bones are out of place, out of joint, or out of position.

Emergency Treatment - means treatment for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the person (or with respect to a pregnant woman, the health of her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Fracture - means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.

Hospital - means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the Hospital that is used for such purposes.

Satellite Emergency Center - means a licensed facility providing outpatient care under the direction of a Physician on a 24 hour basis. Available services must include: (1) diagnostic care, including laboratory services and diagnostic x-rays; and (2) treatment or medical care, including availability of the means for stabilization of emergency medical conditions. A Satellite Emergency Center does not include a Hospital or an office maintained by a Physician for the practice of medicine or dentistry.

Exclusions. In addition to the Exclusions in the General Exclusions, Emergency Treatment benefits are not payable for any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

### **B-39C In-Hospital Accident Benefits**

If an Insured Person suffers an Injury that, within 60 days of the date of the accident that caused the Injury, requires him or her to be confined in a Hospital as an Inpatient, the Company will pay a benefit after 1 Day(s) of Confinement due to that Injury, retroactive to the first Day of Confinement. The amount of the benefit for the Insured is \$400 per day of Inpatient confinement due to that Injury. The amount of the benefit for the Insured Spouse is \$300 per day of Inpatient confinement due to that Injury. The amount of the benefit for the Insured Dependent Child is \$150 per day of Inpatient confinement due to that Injury. Only one benefit is provided for any one Day of Confinement, regardless of the number of Injuries for which the confinement is required. It is payable monthly for a maximum of 180 days during any 12 months of coverage.

Day(s) of Confinement - means a day of Hospital confinement as an Inpatient.

Hospital - means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care; or (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward room, wing, or other section of the Hospital that is used for such purposes.

Inpatient - means a person: (1) who is confined in a Hospital as a registered bed patient; and (2) for whom at least one day's room and board is charged by the Hospital unless the Insured Person is confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

Exclusions. In addition to the Exclusions in the General Exclusions, In-Hospital Accident benefits are not payable for any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

## LIMITATIONS

**Limitation on Multiple Hazards.** If an Insured Person's Injury is caused by an accident that occurs under the circumstances described in more than one Hazard applicable to that person as shown in the Table of Hazards, Benefits and Riders, the Principal Sum for that Insured Person for that accident will be determined as though the accident occurred under the circumstances described in only one such Hazard, the Hazard with the largest Principal Sum: H-6, H-20.

## GENERAL 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.
2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member, unless specifically provided by the Policy.
3. declared or undeclared war, or any act of declared or undeclared war.
4. sickness, or disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
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.
6. the Insured Person being under the influence of intoxicants unless taken under the advice of and as specified by a Physician.
7. the Insured Person being under the influence of drugs unless taken under the advice of and as specified by a Physician.
8. the Insured Person's commission of or attempt to commit a crime.
9. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
10. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to Us within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to Us at Domestic Claims, Accident & Health Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225-5987, with information sufficient to identify the Insured Person, is deemed notice to Us.

**Claim Forms.** We 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 the 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 Us within 90 days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We 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, 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.

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 Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable 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.

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 Our option, to any relative by blood or connection by marriage of the payee, who, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment We make in good faith fully discharges Our liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon Our receipt of due written proof of the loss. Subject to Our 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 We are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Incontestability.** After an Insured Person has been insured under the Policy for two years during his or her lifetime, no statement by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. We 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 Insured Person's beneficiary.

**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.

**Physical Examination and Autopsy.** We, at Our own expense, have 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 We may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under the Policy.