

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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## MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for a plan of accident insurance based on the following statements and representations:

### 1. Identification of Policyholder:

Name of Policyholder: National Association for the Self-Employed

Address of Policyholder: 1235 S. Main Street, Suite 100, Grapevine, TX 76051

Policy Number: SRG 0009131328

### 2. Classification of Eligible Persons:

Class	Description of Class
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I	All active members of the National Association for the Self-Employed, under age 70 and for whom the appropriate premium has been paid.
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II	The Eligible Spouses of Class I Insureds, who are under 70 years of age, for whom Family Coverage has been elected, the appropriate premium has been paid.
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III	The Eligible Dependent Child(ren) of Class I Insureds, for whom Family Coverage has been elected, the appropriate premium has been paid.
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Coverage under this policy is available only to association members who acquire their membership in the named association by their direct enrollment in the named association. Any person acquiring their membership in the named association by their membership with another association, or entity, is not eligible for coverage under this policy unless that other association, or entity, is approved by the Company for coverage under this policy and the additional association, or entity, is also named in this policy as being eligible for the coverage. If any additional association(s), other than the named association, is named in the policy; then coverage under this policy is available only to the named additional association members who acquire their membership in the named additional association by their direct enrollment in the named additional association(s).

Number of Eligible Persons: Reported Monthly

### 3. Policy Coverage:

#### A. Covered Activities:

All activities coverage, excluding performance of the activities of the Insured's primary occupation. Primary occupation means activities that the Insured normally performs for profit or remuneration on an average of twenty hours, or more, per week.

**B. Benefit Schedule:**

<b>Secure Solution Option I</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$2,500	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Secure Solution Option II</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$5,000	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Secure Solution Option III</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$10,000	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Secure Solution Option IV</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	\$10,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$2,500	\$2,500	\$2,500
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

<b>Secure Solution Option V</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	\$10,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$5,000	\$5,000	\$5,000
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Secure Solution Option VI</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$10,000	\$10,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$10,000	\$10,000	\$10,000
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Select Solution Option I</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$2,500	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a
<b>Select Solution Option II</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$5,000	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

<b>Select Solution Option III</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	n/a	n/a
Accident Medical Expense			
Maximum Amount	\$10,000	n/a	n/a
Deductible per Accident	\$250	n/a	n/a
Dental Maximum per Tooth per Accident	\$250	n/a	n/a
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

<b>Select Solution Option IV</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	\$25,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$2,500	\$2,500	\$2,500
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

<b>Select Solution Option V</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	\$25,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$5,000	\$5,000	\$5,000
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

<b>Select Solution Option VI</b>	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Accidental Death & Dismemberment			
Maximum Amount	\$25,000	\$25,000	\$1,000
Accident Medical Expense			
Maximum Amount	\$10,000	\$10,000	\$10,000
Deductible per Accident	\$250	\$250	\$250
Dental Maximum per Tooth per Accident	\$250	\$250	\$250
Weekly Accident Indemnity			
Weekly Maximum Amount	\$250	n/a	n/a
Maximum Number of Weeks	52	n/a	n/a

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

Aggregate Limit \$2,500,000

**C. Policy Riders and/or Endorsements:**

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION	CLASS(ES)
C11699DBG	Accident Medical Expense Benefit Rider	I,II,III
C11704DBG-TX	Excess Benefits with Integrated Deductible Rider	I,II,III
C11716DBG	Subrogation and Right of Recovery Rider	I,II,III
C11719DBG	Weekly Accident Indemnity Benefit Rider	I
C11721DBG	Coordination of Benefits Rider	I,II,III
S30383DBG-TX	Family Coverage Rider	I,II,III
S30399DBG	Injury Definition And Exclusions Amendatory Endorsement	I,II,III
89644 (7-05)	Coverage Territory Endorsement	I,II,III

**4. Premiums:**

It is understood and agreed that the premium rate per plan option per month is as follows:

**Plan**

**Secure Solution Option I**

**Secure Solution Option II**

**Secure Solution Option III**

**Secure Solution Option IV**

**Secure Solution Option V**

**Secure Solution Option VI**

**Select Solution Option I**

**Select Solution Option II**

**Select Solution Option III**

**Select Solution Option IV**

**Select Solution Option V**

**Select Solution Option VI**

Such premiums are due and payable in the following manner:

Monthly, as of the end of the month immediately following the end of the month for which the premium is being paid.

5. **Policy Effective Date:** August 1, 2010
6. **Policy Termination Date:** August 1, 2011

\_\_\_\_\_  
Signed for the Policyholder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required by Law)

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## BLANKET ACCIDENT INSURANCE POLICY

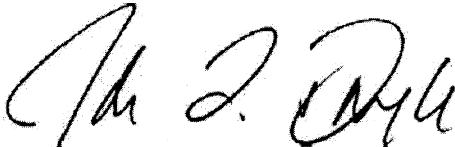
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

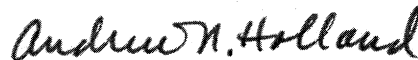
This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

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



President



Secretary

**PLEASE READ THIS POLICY CAREFULLY.**

**Non-Participating Policy**

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call National Union Fire Insurance Company of Pittsburgh, Pa.'s toll-free number for information or make a complaint at:

**1-800-553-6938**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIMS DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de AIG Life Insurance Company's para informacion or para someter una queja al:

**1-800-553-6938**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104

Austin, TX 78714-9104

Fax # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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## DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Benefit Schedule** - means the Benefit Schedule section of the Master Application.

**Covered Activity (ies)** - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Immediate Family Member** - means a person who is related to the Insured 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).

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

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** Either the Company or the Policyholder may terminate this Policy, on any premium due date by giving 30 days advance notice in writing to the other party. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Master Application; or 2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

## INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this 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 any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

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.

## **PREMIUM**

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

## BENEFITS

**Maximum Amount.** As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule.

**Accidental Death Benefit.** If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured 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 Maximum Amount shown below for that Loss:

For Loss of	Percentage of Maximum Amount
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot.....	100%
One Hand and the Sight of One Eye.....	100%
One Foot and the Sight of One Eye .....	100%
Speech and Hearing in Both Ears .....	100%
One Hand or One Foot .....	50%
The Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
Thumb and Index Finger of Same Hand .....	25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye 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 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's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured 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 this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

## LIMITATIONS

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this 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.

**Aggregate Limit.** The maximum amount payable under this Policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Benefit Schedule. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined.

## EXCLUSIONS

This 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. the Insured's commission of or attempt to commit a felony.
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 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.)

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Domestic Claims, Accident & Health Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225-5987, with information sufficient to identify the Insured, 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 proofs 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 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 suffering the loss. If an Insured 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 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 immediately upon the Company's receipt of due written proof of the loss, but in no event more than 60 days from receipt of proof of loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this 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.** This 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 will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

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

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Physical Examination and Autopsy.** 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 this Policy when and as often as it 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.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 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 this 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 this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

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

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

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured 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 is insured are based on age and the Insured 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, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. 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.

**Accident Medical Expense Benefit.** If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. This benefit is payable only for such charges incurred after the Deductible has been met and within 52 weeks after the date of the accident causing that Injury.

**Covered Accident Medical Service(s)** - as used in this Rider, means any of the following services:

1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); or use of an Ambulatory Medical Center;
2. services of a Physician or a registered nurse (R.N.);
3. ambulance service to or from a Hospital;
4. laboratory tests;
5. radiological procedures;
6. anesthetics and the administration of anesthetics;
7. blood, blood products and artificial blood products, and the transfusion thereof;
8. physical therapy and occupational therapy;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances; or
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services that must be incurred by the Insured due to Injuries resulting from an accident before Accident Medical Expense benefits become payable due to Injuries resulting from that accident. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule. Accident Medical Expense benefits are not payable for charges applied to the Deductible.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured 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.'s), 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; (2) a facility that 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; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medically Necessary** - as used in this Rider, means that a Covered Accident Medical Service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

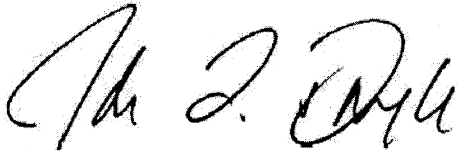
**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

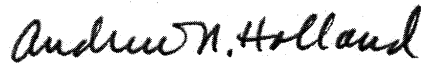
1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition.
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule.
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight.
4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing.
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense).

6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
7. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

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



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## EXCESS BENEFITS WITH INTEGRATED DEDUCTIBLE RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. 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.

**Excess Benefits with Integrated Deductible.** This Rider applies when an Insured has Accident Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made;

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

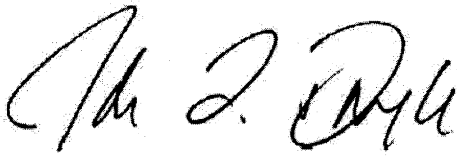
**Right to Receive and Release Needed Information.** The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

**Facility of Payment and Right of Recovery.** If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

**Plan** - as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), or family coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

**Allowable Expense** - as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

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



President



Secretary

# **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

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---

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Policy Number: SRG 0009131328

## **SUBROGATION AND RIGHT OF RECOVERY ENDORSEMENT**

This Endorsement is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to benefits payable under the Policy 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 Endorsement.

The following section is added after the Exclusions section of the Policy:

### **SUBROGATION AND RIGHT OF RECOVERY**

As a condition to receiving Accident Medical Expense benefits under this Policy, the Insured (or, if he or she is deceased, an authorized representative of the Insured) agrees, except as may be limited or prohibited by applicable law:

1. to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the injury or condition for which the Insured claims an entitlement to Policy benefits.

The Insured agrees that he or she will make a decision on pursuing any and all claims, causes of action and rights against any and all Third Parties and Coverage within 30 days of the date the Company requires that the Insured provide Notice of Claim for the injury or condition for which such Policy benefits are sought, and within such 30-day period will so notify the Company in writing. In the event the Insured decides not to pursue a claim, cause of action or right against a Third Party or Coverage, or fails to notify the Company of his or her intent to do so within such 30-day period, the Insured authorizes the Company to pursue, sue, compromise or settle any such claim, cause of action or right in his or her name, authorizes the Company to execute any and all documents necessary to pursue any such claim, cause of action or right, and agrees to cooperate fully with the Company in the prosecution of any such claim, cause of action or right.

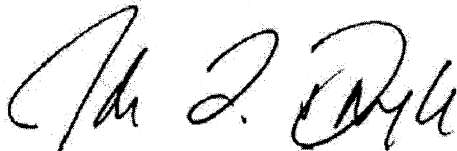
If the Insured is a minor or is not competent to make this agreement, the legal guardian of the Insured's property makes the agreement on the Insured's behalf as a condition to receiving Accident Medical Expense benefits under this Policy on behalf of the Insured. If the Insured has no guardian for his or her property, the person or persons who, in the Company's opinion, have assumed the custody and support of the minor or responsibility for the incompetent person's affairs make the agreement on the Insured's behalf as a condition to receiving such benefits under this Policy on behalf of the Insured.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured against any Third Party or Coverage.

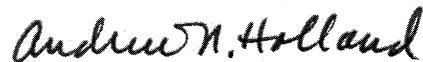
**Coverage** - as used in the Subrogation and Right of Recovery section of this Policy, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except this Policy and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder).

**Third Party(ies)** - as used in the Subrogation and Right of Recovery section of this Policy, means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

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

A handwritten signature in black ink, appearing to read "John J. Doyle".

President

A handwritten signature in black ink, appearing to read "Andrew N. Holland".

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## WEEKLY ACCIDENT INDEMNITY BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. 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.

**Weekly Accident Indemnity Benefit.** If, as a result of an Injury, the Insured is rendered Totally Disabled within 30 days of the accident that caused the Injury, the Company will pay a benefit after 14 day(s) of Total Disability due to that Injury in any one Period of Disability. No benefit is provided for the first 14 day(s) of Total Disability in that Period of Disability. The amount of the benefit per week is the lesser of: (1) the Weekly Maximum Amount shown for the Weekly Accident Indemnity Benefit in the Benefit Schedule; or (2) 66.67% of Weekly Earnings. It is payable weekly so long as the Insured remains Totally Disabled due to that Injury in that Period of Disability, up to the Maximum Number of Weeks shown for the Weekly Accident Indemnity Benefit in the Benefit Schedule in all Periods of Disability resulting from all Injuries caused by the same accident. The Company will pay benefits calculated at a rate of 1/7th of the weekly benefit for each day of Total Disability for which the Company is liable when the Insured is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability. No benefits are payable under this Rider if the Insured had no earnings at the time of the accident causing the Injury from an occupation, job or work being performed at that time.

If the Insured returns to perform the material and substantial duties of his or her occupation for any employer on a full or part-time basis, he or she may return to Total Disability status if: (1) the Insured has not been back to work for longer than 30 days; and (2) the Insured is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one period of disability unless due to separate and unrelated causes.

The Company reserves the right (as often as it may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

**Coordination with Other Income Benefits.** If the Insured is entitled to Other Income Benefits for any week for which a Weekly Accident Indemnity benefit is payable under this Rider, the amount of the Weekly Accident Indemnity benefit for that week will be reduced, if necessary, so that the sum of the Weekly Accident Indemnity benefit plus all Other Income Benefits for that week does not exceed 100% of the Insured's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds 100% of the Insured's Weekly Earnings, no Weekly Accident Indemnity benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, the Company will calculate the equivalent weekly payment and reduce each Weekly Accident Indemnity benefit accordingly.



**Right to Receive and Release Needed Information.** Certain facts are needed to administer the Coordination with Other Income Benefits provision. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Rider must give the Company any facts it needs to pay the claim.

**Facility of Payment.** A payment made under some Other Disability Plan may include an amount which should have been paid under this Rider. If it does, the Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this Rider. The Company will not have to pay that amount again.

**Right of Recovery.** If the amount of the payments made by the Company is more than it should have paid under the Coordination with Other Income Benefits provision, it may recover the excess from one or more of: (1) the persons it has paid or for whom it has paid; (2) insurance companies; or (3) other organizations.

**Occupation** - as used in this Rider, means the occupation, job or work the Insured performed at the time of the accident causing the Injury for which benefits are claimed under this Rider.

**Other Disability Plans** - as used in this Rider, means: (1) any salary continuation or disability plan provided through the Insured's employer; (2) any group or blanket disability plan (other than this Rider) or like plan for persons in a group; (3) any Worker's Compensation Act or similar law; or (4) the United States Social Security Act or Railroad Retirement Act or any similar plan or act.

**Other Income Benefits** - as used in this Rider, means any amounts that would be provided because of the Insured's inability to work due to the Injury for which benefits are claimed under this Rider (or due to a related condition) under Other Disability Plans, in the absence of provisions with a purpose similar to that of the Coordination with Other Income Benefits provision, whether or not claim is made. However, if any Other Disability Plan has a provision to reduce its payments because of Weekly Accident Indemnity Benefits under the Policy, and if the Policy has covered the Insured longer than that Other Disability Plan has, that Other Disability Plan's benefits will not be considered Other Income Benefits.

**Period of Disability** - as used in this Rider, means a period of consecutive days of continuous Total Disability.

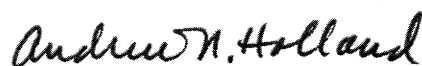
**Totally Disabled/Total Disability** - as used in this Rider, means that the Insured is unable to perform the material and substantial duties of his or her Occupation for any employer.

**Weekly Earnings** - as used in this Rider, means the Insured's base weekly earnings in his or her Occupation at the time of the accident causing the Injury for which benefits are claimed under this Rider, but not including overtime, bonuses, tips, commissions, and special compensation.

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



President



Secretary

# **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## **COORDINATION OF BENEFITS RIDER**

**Applies to members in the following states:**

**Connecticut, Illinois, Indiana, Louisiana, Missouri, New Hampshire, Oklahoma.**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. 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.

### **Coordination of Benefits.**

#### **I. Applicability.**

- A. This Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined in Section II "Definitions."
- B. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:
  - (1) Shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
  - (2) May be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described in Section IV "Effect on the Benefits of This Plan."

#### **II. Definitions.**

- A. "Plan" is any of these which provides benefits or services for, or because of, health care:
  - (1) Group or group-type insurance contracts;
  - (2) Group or group-type subscriber contracts;
  - (3) Uninsured arrangements of group or group-type coverage;
  - (4) Group or group-type coverage through health maintenance organizations and other prepayment, group practice and individual practice plans;
  - (5) The medical benefits coverage in group, group-type and individual automobile "no-fault" and traditional automobile "fault" type contracts; and
  - (6) Coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

However, a Plan does not include school accident-type coverage that covers grammar, high school and college students for accidents only, including athletic injuries, either on a 24-hour basis or on a "to and from school" basis.

"Group-type" refers to contracts or coverages that are not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group. Group-type contracts and coverages answering this description are included in the definition of a Plan whether or not uninsured arrangements or individual contract forms are used and regardless of how the group-type coverage is designated (for example, "franchise" or "blanket").

Each contract or other arrangement for coverage described in this Subsection II(A) is a separate Plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

- B. "This Plan" is the part of the Policy that provides Accident Medical Expense benefits.
- C. "Primary Plan/Secondary Plan": The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the Insured. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits. When there are more than two Plans covering the Insured, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.
- D. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by one or more Plans covering the Insured. However, expenses due to or for the following are Allowable Expenses only to the extent that the expenses are Covered Expenses under the Policy: prescription drugs; dental, vision or hearing care; sickness, disease or infections or any kind (except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning). Any expense in excess of the usual level of charges for similar care or services in the locality where the expense is incurred (for hospital room and board charges, in excess of the most common charge for hospital semi-private room and board in the hospital where the expense is incurred) is not an Allowable Expense. However, the difference between the cost of a private hospital room and a semi-private hospital room is an Allowable Expense if the Insured's stay in a private hospital room is medically necessary either in terms of generally accepted medical practice or as specifically defined in the Plan. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid.
- E. "Claim Determination Period" means "a calendar year" or at least another 12 consecutive month period. However, it does not include any part of that period of time during which an Insured has no coverage under This Plan or any part of a year before the date this COB provision or a similar provision takes effect.

### **III. Order of Benefit Determination Rules.**

- A. **General.** When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless:
  - (1) The other Plan has rules coordinating its benefits with those of This Plan; and

- (2) Both those rules and This Plan's rules, in Subsection B below, require that This Plan's benefits be determined before those of the other Plan.

This Coordination of Benefits provision will not be administered with respect to the Accident Medical Expense Benefit in connection with an accident under This Plan if the total of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services (as defined in the Accident Medical Expense Benefit section of the Policy) in connection with such accident is less than \$250.

**B. Rules.** This Plan determines its order of benefits using the first of the following rules which applies:

- (1) **Non-Dependent/Dependent.** The benefits of the Plan which covers the Insured as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the Insured as a dependent. There is one exception: If the Insured is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:

- (a) Secondary to the Plan covering the Insured as a dependent; and
- (b) Primary to the Plan covering the Insured as other than a dependent (e.g., a retired employee);

then the benefits of the Plan covering the Insured as a dependent are determined before those of the Plan covering that Insured as other than a dependent.

- (2) **Continuation Coverage.** If an Insured whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the benefits are determined in this order:

- (a) First, the benefits of a Plan covering the Insured as an employee, member or subscriber;
- (b) Second, the benefits under the continuation coverage.

If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

- (3) **Longer/Shorter Length of Coverage.** If none of the above rules determines the order of benefits, the benefits of the Plan which covered an Insured for the longer term are determined before those of the Plan which covered that Insured for the shorter term.

#### **IV. Effect on the Benefits of This Plan**

- A. **When This Section Applies.** This Section IV applies when, in accordance with Section III "Order of Benefit Determination Rules," This Plan is a Secondary Plan as to one or more other Plans. In that event the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other Plans" in Subsection B below.

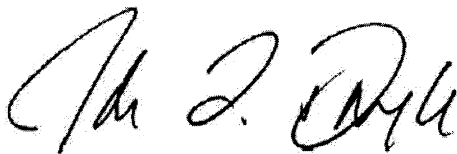
- B. **Reduction in This Plan's Benefits.** The benefits of This Plan will be reduced when the sum of:

- (1) The benefits that would be payable for the Allowable Expenses under This Plan in the absence of this COB provision; and
- (2) The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made;

exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses. When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

- V. Right to Receive and Release Needed Information.** Certain facts are needed to apply these COB rules. The Company has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.
- VI. Facility of Payment.** A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, the Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.
- VII. Right of Recovery.** If the amount of the payments made by the Company is more than it should have paid under this COB provision, it may recover the excess from one or more of:
- A. The persons it has paid or for whom it has paid;
  - B. Insurance companies; or
  - C. Other organizations.

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



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

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

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Policyholder: National Association for the Self-Employed  
Policy Number: SRG 0009131328

## FAMILY COVERAGE RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

1. The definition of Insured in the Definitions section of the Policy is deleted and replaced by the following:

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid when due; (3) while covered under the Policy; and (4) who has enrolled for coverage under the Policy, if required. All references to Insured in the Policy and any Riders and Endorsements attached to the Policy, not including the Master Application or this Rider, will be deemed to include an Insured Dependent as defined in this Rider except in the following areas:

- Insured's Effective Date and Termination Dates section
- Assignment provision

2. The following definitions are added to the Definitions section of the Policy:

**Insured Dependent** - means the Insured's Insured Spouse or Insured Dependent Child.

**Insured Dependent Child** - means the Insured's Eligible Dependent Child as described in the Classification of Eligible Persons section of the Master Application: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid when due; and (3) while covered under the Policy.

**Insured Spouse** - means the Insured's Eligible Spouse as described in the Classification of Eligible Persons section of the Master Application: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid when due; and (3) while covered under the Policy.

3. The following section is added to the Policy after the Insured's Effective and Termination Dates section:

### 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 under the Policy begins, or the date this Rider become effective if later; (2) the date the first premium for the Insured Dependent's coverage is paid when due; (3) the date the person becomes a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; or (4) if individual enrollment is required, the date the written enrollment is received by the Policyholder from the Insured.

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 individual coverage only.

A change in an Insured Dependent's coverage under this Policy due to a change in his or her eligible class, Covered Activity or election of enrollment option become(s) effective on the latest of: (1) when the change in his or her eligible class, Covered Activity or election of enrollment option occur(s); (2) if the change requires a change in premium, the date the first changed premium is paid; or (3) if individual enrollment for the change is required, the date the written enrollment form requesting the change is received by the Policyholder. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage under the Policy ends; (2) subject to the Grace Period provision; 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 a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

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

4. The following provision is added to the General Provisions section of the Policy:

**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.

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



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

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

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Policyholder: National Association for the Self-Employed

Policy Number: SRG 0009131328

## INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. 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 Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of this Policy 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 occurs while the injured person's coverage under this Policy is in force; and (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

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

### EXCLUSIONS

No coverage shall be provided under this 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.

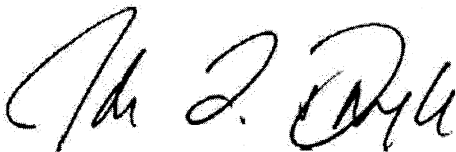
1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism.
2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the Insured Person's commission of or attempt to commit a felony.
4. 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.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy.
6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
7. 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.).

8. 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
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person's employer.
9. the Insured being under the influence of intoxicants.
10. the Insured being under the influence of drugs unless taken under the advice of and as specified by a Physician.
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
14. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
15. any loss incurred while outside the United States, its Territories or Canada.

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



President



Secretary

# **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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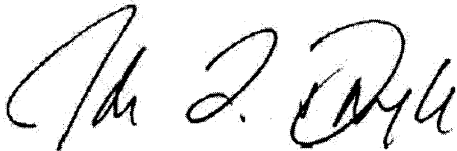
## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective August 1, 2010 at 12:01 A.M. forms a part of Policy No. SRG 0009131328 issued to the National Association for the Self-Employed by National Union Fire Insurance Company of Pittsburgh, PA.

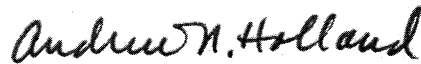
### **COVERAGE TERRITORY ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

## **IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

### **WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### **PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:  
<http://www.ustreas.gov/offices/eotffc/ofac>.

### **OBLIGATIONS PLACES ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

### **POTENTIAL ACTIONS BY US**

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### **YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.ustreas.gov/offices/eotffc/ofac/legal/forms/license.pdf>.