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## **SCHEDULE OF BENEFITS**

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This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, PLEASE READ ALL THE POLICY PROVISIONS CAREFULLY.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Benefits sections for full details.

**Eligible Persons:** An Eligible Person is an individual who meets all of the requirements of one of the covered classes shown below:

<b>Class 1</b>	<b>Principal Sum</b>
All Active Employees whose proof of employment can be verified via form 941, W4, W2, work visa or certificate of employment accompanied by video surveillance including store owners and managers of an Employer member of a trade association provided such association is a member of NATA and such Employer is participating in this plan.	\$510,000

All Active Employees whose proof of employment can be verified via form 941, W4, W2, work visa or certificate of employment accompanied by video surveillance, including store owners and managers of an Employer member of a trade association provided such association is a member of NATA and such Employer is participating in this plan.	\$10,000
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An Insured Person may only receive benefits as a member of one class. If the Insured Person is eligible for coverage under more than one class, he or she will be deemed to be a member of the class that affords a greater benefit depending on the circumstances of the loss and the Conditions of Coverage that are applicable.

### **CONDITIONS OF COVERAGE**

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages:

**Class 1**  
**FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE**

**Class 2**  
**24-HOUR BUSINESS AND PLEASURE COVERAGE**

## BENEFITS

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### Aggregate Limit of Indemnity

Applies to:  
All Conditions of Coverage

**Benefit Amount**  
\$5,000,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents, Covered Injuries suffered by all Insured Persons as the result of any one Covered Loss, Injury or Accident or Emergency Sickness that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### Class 1 and 2

#### ACCIDENTAL DEATH BENEFIT

Death must occur within

365 days of the Covered Accident

#### Benefit

Loss of Life

#### Benefit Amount

100% of the Principal Sum

### Class 2 only

#### ACCIDENTAL DISMEMBERMENT BENEFITS

Covered Loss must occur within

365 days of the Covered Accident

#### Benefit

Loss of Two or More Hands or Feet  
Loss of Use of Two or More Hands or Feet  
Loss of Sight of Both Eyes  
Loss of Speech and Hearing (in Both Ears)  
Loss of One Hand or Foot and Sight in One Eye  
Loss of One Hand or Foot  
Loss of Use of One Hand or Foot  
Loss of Sight in One Eye  
Loss of Speech  
Loss of Hearing (in Both Ears)  
Loss of Thumb and Index Fingers of the Same Hand  
Loss of all Four Fingers of the Same Hand  
Loss of all the Toes of the Same Foot

#### Benefit Amount

100% of the Principal Sum  
100% of the Principal Sum  
100% of the Principal Sum  
100% of the Principal Sum  
100% of the Principal Sum  
50% of the Principal Sum  
50% of the Principal Sum  
50% of the Principal Sum  
50% of the Principal Sum  
50% of the Principal Sum  
25% of the Principal Sum  
25% of the Principal Sum  
25% of the Principal Sum

### Exposure and Disappearance

**Included**

### Class 1 and 2

#### BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

Counseling must occur within

365 days of the Loss of Life or Covered Loss

Benefit Amount

\$250 per session

Maximum Number of Sessions

20

Maximum Benefit per Covered Loss

\$5,000

### Class 1 and 2

#### COMA BENEFIT

Covered Loss must occur within

30 days of the Covered Accident

Benefit Amount

1% of the Principal Sum for the first 11 months, 100% in the 12<sup>th</sup> Month

### Class 1 and 2 HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

Benefit Amount

20% of the Principal Sum subject to a Maximum Benefit of \$50,000

**Class 2 Only**

**HOME INVASION BENEFIT**

Deductible Amount	\$100
Lost Salary Benefit Amount	\$1,000
Residential Security Expense benefit	\$1,000

**Class 2 Only**

**HOSPITAL STAY BENEFIT**

Benefit Amount	\$100 per day
Maximum Benefit Period	365 days per Hospital Stay
Hospital Stay must begin within	30 days of a Covered Accident
Benefit Waiting Period	0 days

**Class 1 and 2**

**MEDICAL EVACUATION BENEFIT**

<b>Benefit Amount</b>	
Medical Evacuation Benefit	100% of Usual and Customary Charges

**Class 1 and 2**

**REPATRIATION BENEFIT**

<b>Benefit Amount</b>	
Repatriation Benefit	100% of Usual and Customary Charges

**Class 2 Only**

**PARALYSIS BENEFIT**

Covered Loss must occur within	365 days of the Covered Accident
<b>Benefit Amount</b>	
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	75% of the Principal Sum
Uniplegia	25% of the Principal Sum

**Class 1 and 2**

**PARENT CARE BENEFIT**

<b>Benefit Amount</b>	
Benefit Amount	10% of the Principal Sum subject to a Maximum of \$50,000.

**Class 1 and 2**

**REHABILITATION BENEFIT**

Covered treatment must occur within	30 days of the Covered Accident
<b>Benefit Amount</b>	
Benefit Amount	10% of the Principal Sum subject to a Maximum Benefit of \$25,000

**Class 2 Only**

**SEATBELT AND AIRBAG BENEFIT**

<b>Benefit Amount</b>	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of \$25,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of \$10,000
Default Benefit	\$1,000

## **PREMIUM RATE TABLE**

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It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

The premium for the Policy Term is;  
\$19.95 per store, per month.

The initial premium rate guarantee and any premium rate guarantee applicable to renewal are subject to the Cancellation and Premium Rate Change sections of the Administrative Provisions of this Policy

Mode of Premium Payment      Monthly

Premium Due Date              Policy Effective Date

Initial premium rate guarantee is 3 years, 2 months from the Policy Effective Date

## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

<b>Accident or Accidental</b>	means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.
<b>Age</b>	an Insured Person's age means, for purposes of initial premium calculations, is His age attained on the later of the first day of the Policy Term and the date coverage becomes effective for Him under this Policy.
<b>Aircraft</b>	means a vehicle which: <ol style="list-style-type: none"><li>1. has a valid Airworthiness Certificate; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Airworthiness Certificate</b>	means a "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.
<b>Calendar Year</b>	means January 1 <sup>st</sup> through December 31 <sup>st</sup> of any year.
<b>Civilian Aircraft</b>	means a civil or public Aircraft having a 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 Subscriber Aircraft.
<b>Common Carrier or Public Conveyance</b>	means: <ol style="list-style-type: none"><li>1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or</li><li>2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.</li></ol>
<b>Conveyance</b>	means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.
<b>Covered Accident</b>	means an Accident that results in a Covered Loss during the Policy Term.
<b>Covered Activity or Covered Activities</b>	means any activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none"><li>1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and</li><li>2. is sponsored, organized, scheduled or otherwise provided by the Subscriber.</li></ol>
<b>Covered Expenses</b>	means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.

<b>Covered Injury</b>	means Accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which results directly and independently from all other causes from a Covered Accident and (3) which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
<b>Covered Loss</b>	means a loss which meets the requisites of one or more benefits, and results from a Covered Accident, Covered Injury or Covered Activity.
<b>Eligible Person</b>	means an individual as defined in the <i>Schedule of Benefits</i> .
<b>Employer</b>	means the Subscriber and any affiliates, subsidiaries or divisions shown in the Master Policy covered under this Policy on its effective date or a later date agreed to by the Company.
<b>He, His, Him</b>	refers to any individual, male or female.
<b>Hospital</b>	<p>means an institution that meets all of the following:</p> <ol style="list-style-type: none"> <li>1. it is licensed as a Hospital pursuant to applicable law;</li> <li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>3. it is managed under the supervision of a staff of medical doctors;</li> <li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.);</li> <li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and</li> <li>6. it charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li> <li>2. the aged, drug addicts or alcoholics; or</li> <li>3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.</li> </ol>
<b>Hospital Confined or Hospital Stay or Confined to a Hospital</b>	means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Separate Hospital Stays due to the same Covered Accident or Emergency Sickness will be treated as one Hospital Stay unless separated by at least 30 days.
<b>Immediate Family Member</b>	means a person who is related to the Insured Person in any of the following ways: Spouse, domestic partner, brother-in-law, sister-in-law, daughter -in-law, son-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).
<b>Inpatient</b>	means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.
<b>Insured Person</b>	means an Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force.

<b>Medically Necessary</b>	means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Accident or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under His care, supervision or order.
<b>Military Air Transport</b>	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 recognized country.
<b>Nurse</b>	means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not: <ol style="list-style-type: none"> <li>1. the Insured Person;</li> <li>2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;</li> <li>3. a person living in the Insured Person's household; or</li> <li>4. a person employed or retained by the Subscriber.</li> </ol>
<b>Outpatient</b>	means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.
<b>Paralysis/Paralyzed</b>	means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Accident causing paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.
<b>Physician</b>	means a licensed health care provider practicing within the scope of His license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> <li>1. the Insured Person;</li> <li>2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;</li> <li>3. a person living in the Insured Person's household;</li> <li>4. a person employed or retained by the Subscriber; or</li> <li>5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.</li> </ol>
<b>Policyholder</b>	means the entity, named on this Policy's face page, to which the Company issues this Policy.
<b>Policy Term</b>	means the time period defined for the Subscriber shown in the <i>Schedule of Benefits</i> .
<b>Private Passenger Automobile</b>	means a validly registered, four wheel private passenger car, including Subscriber-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.

<b>Scheduled Airlines or Aircraft</b>	means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.
<b>Short-Term Activity</b>	means a Covered Activity that does not recur, that is shown in the <i>Schedule of Benefits</i> , and: <ol style="list-style-type: none"> <li>1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and</li> <li>2. is sponsored, organized, scheduled or otherwise provided by the Subscriber.</li> </ol>
<b>Spouse</b>	means the Insured Person's lawful Spouse.
<b>Subscriber</b>	means any participating association that subscribes to the insurance plan provided by this Policy.
<b>Usual and Customary Charge</b>	means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.
<b>We, Us, Our</b>	means AXIS Insurance Company.

## **ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS**

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<b>Deferred Effective Date</b>	The Effective Date of insurance will be deferred for an Eligible Person who is not in Active Service on the date insurance would otherwise become effective. Insurance will become effective on the later of the date He returns to active service and the date insurance would otherwise have become effective.
<b>Effective Date for Individuals</b>	Insurance becomes effective for the Eligible Person, subject to the Deferred Effective Date provision above, on the latest of the following dates: <ol style="list-style-type: none"><li>1. the Policy Effective Date;</li><li>2. the date the person becomes eligible; and</li><li>3. the Effective Date of the Subscriber's participation under this Policy.</li></ol> <p>In no event will insurance for the Eligible Person become effective before the Policy Effective Date.</p>
<b>Effective Date for Newly-Acquired Affiliates</b>	Insurance becomes effective for any newly-acquired affiliate of the Subscriber on the date it is acquired if the Company has been notified in writing within 30 days and has agreed to provide insurance, and additional premium has been paid when due. If the Company is not notified within the required time period, insurance for the affiliate will become effective on the date the Company agrees in writing to insure it and receives any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.
<b>Eligibility</b>	A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the <i>Schedule of Benefits</i> . An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.
<b>Subscriber Effective Date</b>	Insurance becomes effective for each Subscriber in consideration of the Subscriber's application, Subscription Agreement and payment of the Initial Premium when due. Insurance for the Subscriber becomes effective on the Effective Date of Subscriber Participation.
<b>Termination of Insurance</b>	Insurance for the Insured Person will end on the earliest of: <ol style="list-style-type: none"><li>1. the date the person is no longer in an Eligible Class;</li><li>2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training unless it extends beyond 31 days;</li><li>3. the end of the period for which the last premium is made;</li><li>4. the date this Policy ends; or</li><li>5. the date the Subscriber with which the Insured Person is affiliated ceases to be a Subscriber under this Policy;</li></ol> <p>Termination does not affect a claim for a Covered Loss due to a Covered Accident or Emergency Sickness that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:</p> <ol style="list-style-type: none"><li>1. the end of the Benefit Period; and</li><li>2. the date benefits equal to any applicable benefit limit or maximums, as shown in the <i>Schedule of Benefits</i>, have been paid.</li></ol>

## COMMON EXCLUSIONS

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In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Description of Benefits Section or the Conditions of Coverage Section:

1. Intentionally self-inflicted injury, suicide, or auto-eroticism, or any attempt while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
4. A Covered Accident or Emergency Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
5. Flight in, boarding or alighting from, an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a fare-paying passenger on a regularly scheduled commercial airline;
  - b. being flown by the Insured Person or in which the Insured Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. including an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving;
  - g. being used by any military authority, except an Aircraft used by the air mobility command or its foreign equivalent;
6. Travel in any Aircraft owned, leased operated or controlled by the Subscriber, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Subscriber if the Aircraft may be used as the Subscriber wishes for more than 10 straight days, or more than 15 days in any year;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
8. Medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice;
9. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
10. Operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Covered Loss occurred.

## CLAIM PROVISIONS

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### **Beneficiary**

The beneficiary, unless the Insured Person specifies otherwise as provided below, will be the person He has named as beneficiary of any group life insurance, or if none is in force, of any group Accident insurance, provided by the Subscriber.

The beneficiary is the person or persons the Insured Person names or changes on a form executed by Him and satisfactory to the Company. This form may be in writing or by any electronic means agreed upon between the Company and the Subscriber. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Insured Person executes it. However, the Company will not be liable for any action taken or payment made before the Company records notice of the change at Our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Insured Person has specified otherwise. The share of any beneficiary who does not survive the Insured Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary or if the Insured Person dies while benefits are payable to Him, the Company may make direct payment to the first surviving class of the following classes of persons:

1. Spouse
2. child or children;
3. parents;
4. siblings;
5. estate of the Insured Person.

### **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 Company received notice of claim, 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 the claim is made. The notice should include the Insured Person's name, the Subscriber's name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

### **Notice of Claim**

Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of the Insured Person's Covered Loss, Emergency Sickness or as soon thereafter as reasonably possible. Notice must be given by or on behalf of the claimant to the Company to its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

### **Payment of Claims**

All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claims Provisions.

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 to His beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to a parent, guardian, or other person actually supporting Him. If the payee has no legal guardian for His 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 liability to the extent of the payment made.

**Time of Payment of Claims**

Benefits payable under the Policy for any loss, other than loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**Payment of Claims To Foreign Employees**

The Subscriber may, in a fiduciary capacity, receive and hold any benefits payable to an Insured Person whose place of employment is other than:

- 1) The United States of America;
- 2) Puerto Rico; or
- 3) The Dominion of Canada

The Company will not be responsible for the application or disposition by the Subscriber of any such benefits paid. The Company's payments to the Subscriber will constitute a full discharge of the Company's liability for those payments under this Policy.

**Legal Actions**

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Physical Examination And Autopsy**

The Company, at its own expense, has the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

**Proof of Loss**

Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss or Emergency Sickness. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within 90 days after the commencement of the period for which the Company is liable. 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 may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish 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. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

## ADMINISTRATIVE PROVISIONS

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### **Cancellation**

The Company or the Subscriber may cancel this Policy after the Policy Term, as of any Premium Due Date, by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Subscriber's right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a Covered Loss when the Covered Loss occurs before the cancellation date.

### **Grace Period**

A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Subscriber has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Subscriber will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the Rate Table, the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the *Schedule of Benefits*. The Company will provide notifications of premiums due or premium changes, by mail to the most current address in Our files, to the Subscriber.

### **Premium Payment**

The total premium paid by the Subscriber is the sum of premiums for all Insured Persons. The initial premium is due on the Subscriber's effective date of participation under this Policy and each succeeding premium is due on the next succeeding premium due date, as shown in the *Schedule of Benefits* unless the Subscriber and the Company agree to another mode of premium payment. Premiums are paid at the Company's Home Office or to the Company's authorized agent.

If any premium is not paid when due, the Subscriber's participation under this Policy will be terminated as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

### **Premium Audit**

The Company will have the right to audit books and records of the Subscriber at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

### **Refund of Premium**

The Company will refund any premium paid for coverage of a specified Covered Activity if:

1. that Covered Activity is cancelled; and
2. the Subscriber notifies Us in writing at least 7 days before the Covered Activity was scheduled to take place.

No insurance will be in effect for any Insured Person while He participates in, travels to, attends or otherwise is involved in the Covered Activity. If this Policy was issued to insure only the Covered Activity that was cancelled and the Company is notified as required in 2 above, this Policy will be void from its inception.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Subscriber satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

## GENERAL PROVISIONS

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<b>Addition of New Insured Persons</b>	All Insured Persons added to the Classes of Eligible Persons in the <i>Schedule of Benefits</i> are eligible for insurance under this Policy.
<b>Assignment</b>	<p>The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if the Company receives it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident or Emergency Sickness. Any other attempt to assign will be void.</p> <p>This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.</p>
<b>Certificates</b>	Where required by law, the Company will provide a certificate of insurance for delivery to the Insured Person. Each certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one certificate to each family unit.
<b>Clerical Error</b>	A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.
<b>Conformity with Statutes</b>	Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.
<b>Entire Contract; Changes</b>	<p>The Policy and any attached papers make up the entire contract between the Subscriber and the Company. In the absence of fraud, all statements made by the Subscriber or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to His beneficiary or personal representative.</p> <p>No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.</p>
<b>Examination of the Policy</b>	This Policy will be available for inspection at the Subscriber's office during regular business hours.
<b>Incontestability</b>	<p>The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.</p> <p>However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.</p>
<b>Misstatement of Fact</b>	If the Subscriber has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

<b>Noncompliance with Policy Requirements</b>	Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any policy provision will not be a waiver or amendment of that provision.
<b>Policy Changes</b>	No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the Subscriber to modify a plan of benefits without the Insured Person's consent.
<b>Records</b>	The Subscriber or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Subscriber's records relating to the insurance under this Policy at any reasonable time. The Subscriber is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Subscriber will not be considered the actions of the Company.
<b>Reporting Requirements</b>	<p>The Subscriber or its authorized agent must report all of the following to the Company by the premium due date:</p> <ol style="list-style-type: none"> <li>1. the location (address) of the covered stores insured on the Policy Effective Date;</li> <li>2. a listing of stores that are insured after the Policy Effective Date;</li> <li>3. a listing of stores whose insurance has terminated; and</li> <li>4. additional information required by the Company.</li> </ol> <p>The Company may, at the Company's sole discretion, waive reporting of any information specified above.</p>
<b>Subscriber Participation Under This Policy</b>	An organization may elect to participate under this Policy by submitting a signed Subscriber participation agreement to the Policyholder. No participation by an organization is in effect until approved by the Company.
<b>Workers' Compensation</b>	This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

## CONDITIONS OF COVERAGE

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This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

### FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs during a Felonious Assault or Violent Crime as described below.

#### Definitions

For purposes of this Condition of Coverage:

**Felonious Assault** means any willful and unlawful use of force by an individual against the Insured Person in connection with the commission, or attempted commission, of robbery, theft, kidnapping, hostage taking, hijacking, assault, murder, manslaughter, riot, or insurrection. Such use of force must be a felony or equivalent of a felony under any country, state, territory or local statutory or common law applicable in the jurisdiction where the Covered Loss occurs.

**Violent Crime** means a crime that involves force or threat of force and is composed of four offenses: murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault.

#### Exclusions

Benefits will not be paid for treatment of any Covered Loss sustained or incurred during any Felonious Assault or Violent Crime committed by the Insured Person.

Other exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

### 24-HOUR BUSINESS AND PLEASURE COVERAGE

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs any time while insured by this Policy.

#### Exclusions

Exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

## DESCRIPTION OF BENEFITS

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This Description of Benefits Section describes the Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

### ACCIDENTAL DEATH BENEFIT

**Covered Loss** The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person dies directly and independently of all other causes from a Covered Loss as a result of a Covered Injury within the applicable time period specified in the *Schedule of Benefits*.

**Exclusions** Exclusions that apply to this benefit are in the Common Exclusions Section.

### ACCIDENTAL DISMEMBERMENT BENEFIT

**Covered Losses** The Company will pay the Benefit Amount for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss as a result of a Covered Injury within the applicable time period specified in the *Schedule of Benefits*.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Covered Loss for which the largest benefit is payable.

**Exposure and Disappearance** If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Dismemberment benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this Policy.

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

**Definitions** For purposes of this benefit:

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Use of a Hand or Foot** means total loss of all ability to move the hand or foot, within 365 days of a Covered Accident, that continues for 6 months and is expected to continue for the remainder of the Insured Person's lifetime.

**Loss of Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Severance** means complete separation and dismemberment of the part of the body.

**Exclusions** Exclusions that apply to this benefit are in the Common Exclusions Section.

#### **BEREAVEMENT AND TRAUMA COUNSELING BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits* for counseling sessions, subject to all applicable conditions and exclusions, when the Insured Person requires bereavement and trauma counseling because of an Accidental Death or Covered Accident under this policy. Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within 365 days from the date of the Covered Loss;
2. the expense is charged for a bereavement or trauma counseling session for the Insured Person;
3. counseling is provided under the care, supervision or order of a Physician; and
4. a charge would have been made if no insurance existed.

**Exclusions** Exclusions that apply to this benefit are in the Common Exclusions Section.

#### **COMA BENEFIT**

The Company will pay the Coma Benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person becomes comatose or suffers a Covered Injury that results in Coma, within the applicable time period specified in the *Schedule of Benefits*.

**Definitions** For purposes of this benefit:

**Coma** means a profound state of unconsciousness from which the Insured Person is not likely to be aroused through powerful stimulation. The Coma must begin within 30 days of the Covered Accident, continue for 30 consecutive days and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Loss.

**Exclusions** Exclusions that apply to this benefit are in the Common Exclusions Section.

#### **HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss and when all of the following conditions are met:

1. before the date of the Covered Accident, the Insured Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;

2. as a direct result of such Covered Accident, the Insured Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
3. the Insured Person requires home alteration or vehicle modification within one year of the date of the Covered Loss.

**Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.

**HOME INVASION BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person is a victim of a home invasion and suffers a Covered Loss.

1. up to the home invasion Lost Salary Benefit Amount, shown in the *Schedule of Benefits*, if the Insured Person suffers a Lost Salary as a result of the home invasion. Subject to the Deductible Amount.
2. up to the Residential Security Expense Benefit shown in the *Schedule of Benefits*, if the Insured Person incurs Residential security expense as a result of the home invasion. Subject to the Deductible Amount.

**Definitions**

For purposes of this coverage:

**Loss of Salary** means the Insured Person's regular wages that are forfeited due to the Insured Person's absence from work during the 30 days immediately following the Home Invasion. Regular does not include overtime or incentive payments.

**Residential Security Expense** means the costs incurred for changing the locks or installing security bars, motion sensing lights or a centrally monitored home security system to the Insured Person's residence which are incurred within 3 month after the Home Invasion.

**Exclusions**

This benefit is not payable for a Home Invasion perpetrated by the Insured Person or any Immediate Family Members.

Other exclusions that apply to this benefit are in the Common Exclusions Section.

**HOSPITAL STAY BENEFIT**

The Company will pay the Benefit Amount in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person requires a Hospital Stay or Confinement due to a Covered Accident.

The Hospital Stay or Confinement must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 30 days of the Covered Accident; and
3. begin while the Insured Person's insurance coverage is in force under this Policy.

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*.

**Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.

## MEDICAL EVACUATION BENEFIT

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss or an Emergency Sickness that warrants His Emergency Evacuation while He is outside a 100 mile radius from His current place of primary residence. The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred for all Emergency Evacuations due to all Covered Losses from the same Accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Covered Loss or Emergency Sickness warrants His Emergency Evacuation. All transportation arrangements made for the Emergency Evacuation must be by the most direct and economical Conveyance and route possible. All transportation arrangements must be made and approved by **AXIS Global Travel Assistance**

### Definitions

For purposes of this coverage:

**Covered Emergency Evacuation Expense(s)** - means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed; or (4) Usual and Customary Charges.

**Emergency Evacuation** - means, if warranted by the severity of the Insured Person's Covered Loss Injury or Emergency Sickness: (1) the Insured Person's immediate transportation from the place where He suffers an Covered Loss or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person's transportation to His current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Covered Loss Injury or Emergency Sickness and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

**Emergency Sickness** - means an illness or disease diagnosed by a Physician which:

1. causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
2. first manifests itself suddenly and unexpectedly while the Insured Person is covered under this policy.

### Exclusions

Exclusions that apply to this coverage are in the Common Exclusions Section.

## PARENT CARE BENEFIT

The Company will pay the benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Accident resulting in an Accidental Death such that an Accidental Death Benefit is payable under the Policy. The Company will pay up to the Benefit Amount up to the Benefit Maximum for Parent Care, shown in the *Schedule of Benefits* in equal shares to each of Your Dependent Parents. The Benefit Amount for Parent Care is payable in addition to any other applicable Benefit Amounts.

**Definitions**

For purposes of this coverage:

**Dependent Parent** means the Insured's parent(s) or grandparent(s) who, at the time of a Covered Loss is receiving support and care provided by You, as evidenced by the United States income tax returns showing such parent as a dependent.

**Exclusions**

Exclusions that apply to this coverage are in the Common Exclusions Section.

**REPATRIATION BENEFIT**

The Company will pay the Benefit Amount, shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person suffers loss of life due to a Covered Loss or Emergency Sickness while outside a 100 mile radius from His or her current place of primary residence, the Company will pay for Covered Expenses reasonably incurred to return His body to His current place of primary residence.

Covered Expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical Conveyance and route possible; or (4) Usual and Customary Charges.

**AXIS Global Travel Assistance** must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact **AXIS Global Travel Assistance** in advance.

**Definitions**

For purposes of this coverage:

**Emergency Sickness** - means an illness or disease diagnosed by a Physician which:

1. causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
2. first manifests itself suddenly and unexpectedly while the Insured Person is covered under this policy.

**Exclusions**

**PARALYSIS BENEFIT**

Exclusions that apply to this coverage are in the Common Exclusions Section.

The Company will pay the benefits shown on the *Schedule of Benefits* for that type of Paralysis, subject to all conditions and exclusions, if an Insured Person suffers a Covered Loss. If the Insured Person suffers more than one type of Paralysis as a result of the same Accident, only one amount, the largest, will be paid.

**Exclusions**

Exclusions that apply to this coverage are in the Common Exclusions Section.

**REHABILITATION BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person requires Rehabilitation after sustaining a Covered Loss. The Insured Person must require Rehabilitation within 30 days of the Covered Loss.

**Definitions**

For purposes of this benefit:

**Rehabilitation** means medical services, supplies, or treatment. Hospital Confinement (or part of a Hospital Confinement) that satisfies all of the following conditions:

1. are essential for physical Rehabilitation required due to the Insured Person's Covered Loss or Injury;
2. meet generally accepted standards of medical practice;
3. are performed under the care, supervision or order of a Physician; and;
4. prepare the Insured Person to return to His or any other occupation.

**Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.

**SEATBELT AND AIRBAG BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person's death results from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Accident or be certified, in writing, by the investigating officer(s) and submitted with the Insured Person's claim to the Company .

If such certification or police report is not available or it is unclear whether the Insured Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, The Company will pay a default benefit shown in the *Schedule of Benefits* to the Insured Person's beneficiary.

**Definitions**

For purposes of this benefit:

**Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas or a child safety device.

**Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.