



**Trucking Division** 



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# **Truckers Occupational Accident Insurance**

For active full-time independent Truck Owner-Operators or Co-Owners who are contracted with a motor carrier and have not reached the maximum eligible age as stated in the Schedule of Benefits listed with the Policy and on the Enrollment form. In spite of your best efforts to prevent them, accidents can and do happen every day. If a serious accident occurs, your primary concern should be recovering from the injury and not the financial loss such an accident can cause you. That's why Health Special Risk designed an Occupational Accident Insurance Program that can help provide you and your loved ones with insurance in the event of a covered accident.

# Eligibility

All active, full-time independent Truck Owner-Operators and Co-Owners contracted with a motor carrier to haul commodities under an executed lease agreement and for whom the required premium has been paid and a completed enrollment form has been signed.

# **Covered Activity**

- 24 hours a day while under Dispatch from a motor carrier you have contracted with
  - o Accidental Death and Dismemberment
  - o Survivors Benefit
  - o Paralysis Benefit
  - o Severe Burn Benefit
  - o Accidental Medical Expense Coverage, including Accident Dental Expense coverage
  - o Temporary Total Disability Coverage
  - o Continuous Total Disability

# **Effective Date**

If enrolling within 31 days after becoming eligible, the later of: 1. Policy effective date; or 2. Date completed enrollment form and proper premium has been received by Plan's Administrator. If enrolling after 31 days after becoming eligible, the first of the month following the date the completed enrollment form and proper premium has been received by the Plan's Administrator

# **Termination Date**

The earliest of the following dates: 1. the date through which premium has been paid subject to the grace period; or 2. the date the Master Policy is terminated. 3. The date the driver's contract with the participating organization expires.

# **General Definitions**

**Ambulatory Medical Center** means a licensed public establishment with an organized staff of Physicians and permanent facilities that are equipped and operated primarily for the purpose of providing medical services or performing surgical procedures. Such establishment must provide continuous Physician and registered nursing (RN) services whenever a patient is in the facility. An Ambulatory Medical Center does not include a Hospital, a Physician's office, or a clinic.

Continuous Total Disability and Continuously Totally Disabled refer to disability that:

- (1) prevents an Insured Person from performing the duties of all occupations for which he or she is otherwise qualified by reason of education, training or experience; and
- (2) requires and results in the Insured Person's receiving Continuous Care.

**Custodial Services** means any of the following kinds of services which are provided to care for an Insured Person's physical well-being, but are not intended primarily as medical treatment for a specific Injury. Custodial Services include, but shall not be limited to, services:

- (1) related to watching or protecting the Insured Person;
- (2) related to performing or assisting the Insured Person in performing any activities of daily living, such as: (a) walking; (b) grooming; (c) bathing; (d) dressing; (e) getting in or out of bed; (f) toileting; (g) eating; (h) preparing foods; or (i) taking medications that can usually be self-administered; and
- (3) that are not required to be performed by trained or skilled medical or paramedical personnel.

**Dependent Child(ren)** means the Insured Person's unmarried children (including natural children from the moment of birth, step- or foster-children, or adopted children, from the moment of placement in the home of the Insured Person) who are under age 19 (24 if attending an accredited institution of higher learning on a full-time] [basis) and primarily dependent on the Insured Person for support and maintenance at the time of the Insured Person's death caused by an Occupational Injury. It also includes any unmarried Dependent Child(ren) of the Insured Person who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured Person for support and maintenance at the time of the Insured Person's death caused by an Occupational Injury.

The Company may require proof of the Dependent Child(ren)'s incapacity and dependency within 60 days before the Dependent Child(ren) reach(es) the age limit specified above. The Company may request that satisfactory proof of the Dependent Child(ren)'s continued incapacity and dependency be submitted to the Company on an annual basis. If the requested proof is not furnished within 31 days of the request, such child(ren) shall no longer be considered Dependent Child(ren) as of the end of that 31 day period.

Dispatch means the time the Insured actually operates a truck, including all of the following:

- 1. In route to pick up a load;
- 2. Picking up a load;
- 3. In route to deliver a load;
- 4. Unloading a load;
- 5. The waiting time for a load if the Insured is not at home.

Dispatch does not include time spent (a) during overnight stops, (b) on personal errands or personal side-trips, (c) for rest, entertainment or relaxation, or (d) in travel between the Insured's residence and a place at which the Insured performs Occupational services.

**Durable Medical Equipment** 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 also be used in the treatment of injury or for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Hernia** means a protrusion of an organ or part through connective tissue or through a wall of the cavity in which it is normally enclosed. Hernia does not include diaphragmatic (hiatal) hernia.

**Hemorrhoids** means a mass of dilated veins in swollen tissue at the margin of the anus or nearby within the rectum.

**Injury** means physical Injury to an Insured Person caused by an Occupational Accident while coverage is in force under this Policy, which results directly and independently of all other causes in a Covered Loss. All Injuries sustained by an Insured Person in any one Accident shall be considered a single Injury.

**Insured** means a person who: (1) is a member of an eligible class as described in the Eligible Persons section of the Schedule of Benefits, and (2) has enrolled for coverage, and (3) has paid the required premium. However, an Insured does not include any person covered under this Policy solely as an Authorized Passenger.

**Insured Person** means an Insured or, if Authorized Passenger coverage is scheduled on the Schedule of Benefits, an Authorized Passenger.

**Medically Necessary** means that a Covered Accident Medical Service: (1) is essential for diagnosis, treatment or care of the Occupational 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 either by a Physician or under his or her care, supervision or order.

**Physician** means a practitioner of the healing arts, acting within the scope of his or her license, who is neither: (1) the Insured Person nor (2) an Immediate Family Member of the Insured Person nor (3) retained by the Motor Carrier.

**Sound Natural Teeth** means natural teeth that either are unaltered or are fully restored to their normal function and are disease-free, have no decay, and are not more susceptible to injury than unaltered natural teeth.

Temporary Total Disability and Temporarily Totally Disabled refer to disability that:

- (1) prevents an Insured Person from performing the duties of his or her regular, primary occupation; and
- (2) requires and results in the Insured Person's receiving Continuous Care.

**Usual and Customary Charge(s)** 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 (or, for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, one that 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.

# **Core Benefits**

# **Accidental Death Benefits**

When covered injuries result in loss within within the incurral period shown in the Schedule and beginning on the date of the covered accident, this coverage will pay the Principal Sum as shown in the Benefit Schedule.

#### Survivor's Benefit

If covered injury results in death within within the incurral period shown in the Schedule and beginning on the date of the covered accident, the Company will pay a monthly Survivors Benefit (thereafter referred to as "Monthly Benefit") to the surviving Spouse each month, subject to the Maximum Survivor's Benefit shown above. If there is no surviving Spouse, or if the Spouse dies or remarries, the Company will pay or continue to pay the monthly benefit to your surviving Dependent Children, if any. If there is more than one surviving Dependent Child, the monthly benefit will be distributed equally among the surviving Dependent Children.

The payment of the monthly benefit will end on the First to occur of the following dates:

- 1. the date your spouse dies or remarries, if there are no Dependent Children; or;
- 2. the date the last Dependent Child dies or is no longer eligible as defined below; or
- 3. the date the Maximum Survivor's Benefit has been paid. If you are not survived by a Spouse or any Dependent Children the Company will pay the Accidental Death Benefit to the Insured Person's designated beneficiary.

#### Accidental Dismemberment, Severe Burn & Paralysis Benefits

If Injury to the Insured results in any one of the Losses, Severe Burn or Paralysis specified below, within the incurral period shown in the Schedule and beginning on the date of the covered accident, this coverage will pay the Percentage of the Principal Sum shown below for that Loss:

#### **Dismemberment:**

For Loss of:	Percentage of the Principal Sum:
Both Hands or Both Feet Sight of Both Eyes One Hand and One Foot	100% 100% 100%
One Hand and the Sight of One Eye	100% 100%
One Foot and the Sight of One Eye Speech and Hearing in Both Ears	100%
One Arm or One Leg One Hand or One Foot	75% 50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50% 25%
Four Fingers of Same Hand Hearing in One Ear	25%
Thumb and Index Finger of Same Hand.	25%
All Toes of Same Foot One Thumb	13% 10%
One Finger	2% 1%
One Toe	170

"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 an arm or leg means complete severance through or above the shoulder or hip joint. "Loss" of four fingers means complete severance through or above the metacarpophalangeal joint of all four digits. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits. "Loss" of all toes means complete severance through or above the metacarpophalangeal joint of all five digits. "Loss" of one thumb means complete severance through or above the metacarpophalangeal joint of all five digits. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of the digit. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of the digit. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of the digit. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of the digit. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of the digit. "Loss" of one finger means complete severance through or above the metacarpophalangeal joint of of the digit. "Loss" of one toe means complete severance through or above the metacarpophalangeal joint of of the digit.

If an Insured Person as a result of the same Accident sustains more than one Loss, only one amount, the largest, will be paid

#### Severe Burn:

Severe Burn/Severely Burned - means cosmetic disfigurement of the surface of a body area due to an Injury that is a full- thickness or third-degree burn as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

Specified Body Area	Maximum Percentage of Principal Sum
Face and Neck and Head	99%
Hand and Forearm Below Elbow Joint (Right)	22.5%
Hand and Forearm Below Elbow Joint (Left)	22.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Righ	nt) 13.5%
Upper Arm Below Shoulder Joint to Elbow Joint (Lef	t) 13.5%
Torso Below Neck to Shoulder Joints and Hip Joints (	Front) 36%
Torso Below Neck to Shoulder Joints and Hip Joints (	Back) 36%
Thigh Below Hip Joint to Knee Joint (Right)	9%
Thigh Below Hip Joint to Knee Joint (Left)	9%
Foot and Lower Leg Below Knee Joint (Right)	27%
Foot and Lower Leg Below Knee Joint (Left)	27%

If more than one of the Insured Person's Specified Body Areas is Severely Burned as a result of the same accident, the benefit payable is the lesser of: (1) the sum of the benefit amounts calculated separately, according to the above rules, with respect to each such Specified Body Area; or (2) 100% of the Principal Sum.

#### **Paralysis:**

Type of Paralysis:	Percentage of the Principal Sum
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg. As used in this policy, neither quadriplegia, paraplegia, hemiplegia, uniplegia, nor paralysis includes paresis.

Paralysis benefits for more than one type of paralysis may not be combined. If an Insured Person sustains more than one type of paralysis as a result of the same Accident, the only paralysis benefit payable under this policy will be the largest single paralysis benefit that applies.

# **Accidental Medical Expense**

For treatment by a legally qualified physician or surgeon within 30 days of a covered accident, we will pay up to the maximum amount selected for the following services:

- 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 (RN);
- 3. ambulanceservice 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, Occupational therapy, and chiropractic care, up to the Physical Therapy, Occupational Therapy and Chiropractic Care Maximum, if any, shown in the Schedule;
- 9. rental of Durable Medical Equipment, up to the actual purchase price of such equipment;
- 10. artificial limbs, artificial eyes or other prosthetic appliances;
- 11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription; or
- 12. repair or replacement of Sound Natural Teeth damaged or lost as a result of Injury, up to the Dental Maximum, if any, shown in the Benefit Schedule.

# **Accident Dental**

Coverage is for sound natural teeth as a result of an accident.

#### **Accidental Medical Expense Exclusions**

In addition to the Exclusions in Section VI of this policy, Usual and Customary Charges for Covered Accident Medical Services do not include, and benefits are not payable with respect to, any expense for or resulting from:

- 1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or repair 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;
- 3. new eyeglasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Occupational 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 Occupational 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 Benefit in lieu of such rental expense);
- 6. Custodial Services; or
- 7. Personal Comfort or Convenience Items.

#### We will not pay for such items

#### **Temporary Total Disability**

If Injury to the Insured Person results in Temporary Total Disability within the period between the date of Injury and the policy Anniversary/Termination date, the Company will pay the Temporary Total Disability Benefit as described, subject to satisfaction of any applicable Waiting Period as shown in the Schedule of Benefits. The Waiting Period starts on the date of the Accident that caused such Injury. After the Waiting Period has been satisfied, the Temporary Total Disability Benefit shall be payable, retroactively from the date the disability began, provided the Insured Person remains Temporarily Totally Disabled.

# **Continuous Total Disability**

If Injury to the Insured Person, resulting in Temporary Total Disability, subsequently results in Continuous Total Disability, the Company will pay the Continuous Total Disability Benefit specified in the Schedule of Benefits, provided:

- 1. benefits payable for a Temporary Total Disability Covered Loss ceased solely because the Maximum Benefit Period shown in the Schedule for Temporary Total Disability has been reached, but the Insured Person remains disabled; and
- 2. the Insured Person has not reached their Normal Social Security Retirement Age on the day after the Maximum Benefit Period shown in the Schedule for Temporary Total Disability has been reached; and
- 3. the Insured Person has been granted a Social Security Disability Award for his or her disability; and
- 4. the Insured Person's disability is reasonably expected to continue without interruption until the Insured Person dies.

The Continuous Total Disability Benefit shall cease on the earliest of the following dates:

- 1. the date the Insured Person is no longer Continuously Totally Disabled,
- 2. the date the Insured Person dies,
- 3. the date the Insured Person's Social Security Disability Award ceases,
- 4. the date the Insured Person attains age 70,

5. the date the Maximum Benefit Period shown in the Schedule for Continuous Total Disability has been reached.

The weekly benefit payable under Continuous Total Disability benefits is equal to the calculated weekly Temporary Total Disability benefit less any Social Security Disability award. Note: Social Security Retirement Age (SSRA) will vary depending upon your date of birth. If you are to reach your SSRA before satisfying the waiting period, you may not qualify for Continuous Total Disability Benefits.

#### **Non-Occupational Coverage**

Non-Occupational Coverage. References in this Policy to an Injury or Accident, where applicable, are hereby deemed to include Non-Occupational Injury and Non-Occupational Accident, respectively. Benefits shall be payable for only those Covered Losses listed in the Schedule under Non-Occupational Accident Benefits, and shall be subject to the Non-Occupational Accident Benefit limitations shown therein.

Non-Occupational means, with respect to an activity, Accident, incident, circumstance or condition involving an Insured Person, that it is not proximately caused by the Insured Person's performing Occupational Services.

Non-Occupational Injury means physical Injury caused by a Non-Occupational Accident occurring while this policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a Covered Loss.

#### Limits

# **Combined Single Limit.**

The Combined Single Limit stated in the Schedule will be the total limit of the Company's liability for any and all benefits payable under this Policy with respect to any one Insured Person arising out of any and all Injury sustained by such individual as the result of any one Accident.

# Aggregate Limit of Liability.

The Aggregate Limit of Liability stated in the Schedule will be the total limit of the Company's liability for all benefits payable under this Policy with respect to all Insured Persons arising out of Injury sustained by one or more Insured Person(s) as the result of any one Accident. If the total of such benefits exceeds the Aggregate Limit of Liability, the Company shall not be liable to any Insured Person for a greater proportion of such Insured Person's benefits than said Aggregate Limit of Liability bears to the total benefits afforded all such Insured Persons under this Policy.

#### **General Exclusions**

This Policy does not cover any Injury, Accident, expense, or loss caused in whole or in part by, or resulting in whole or in part from, any of the following:

1. an Insured Person's suicide or any attempt at suicide; intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;

- 2. sickness, disease or infection of any kind, except bacterial infection due to a cut or wound, or botulism or ptomaine poisoning, caused directly by an Occupational Accident;
- 3. any Pre-Existing Condition, unless the Insured Person has been continuously covered under this Policy (or a substantially identical policy issued by the Company or another insurer, of which this policy is a renewal) for twelve consecutive months;
- 4. Occupational Cumulative Trauma, unless (and then only to the extent that) such coverage has been specifically added to this Policy by endorsement;
- 5. Occupational Disease, unless (and then only to the extent that) such coverage has been specifically added to this Policy by endorsement;
- 6. hernia of any kind, unless (and then only to the extent that) such coverage has been specifically added to this Policy by endorsement;
- 7. hemorrhoids of any kind, unless (and then only to the extent that) such coverage has been specifically added to this Policy by endorsement;
- 8. performing, learning to perform or instructing others to perform as a master or crew member of any vessel while covered under the Jones Act or the United States Longshoremen's and Harbor Workers' Compensation Act or any amendment of that Act, or any similar state or federal law;
- 9. declared or undeclared war, or any act of declared or undeclared war;
- 10. full-time active duty in the armed forces of any country or international authority, except the National Guard or organized reserve corps duty;
- 11. any Injury for which the Insured Person is entitled to benefits pursuant to any workers' compensation law or other similar legislation;
- 12. employers' liability
- 13. the Insured Person's being under the influence of any drug or intoxicant, unless taken at the direction of his or her Physician; or
- 14. the Insured Person's commission of, or attempt to commit, a felony; or
- 15. travel or flight in or on (including getting in or out of, or on or off of) any type of aircraft, if the Insured Person is:
  - a. riding as a passenger in an aircraft not designed and 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
- 16. any strike, boycott or stop-work action, whether or not the Insured Person participated in such strike, boycott, or stop-work action.

# **Supplemental Benefit Riders**

# Hernia Coverage

Exclusion 6 in Section VI of the Policy is hereby waived with respect to the following benefit(s) only: Accident Medical Expense and Temporary Total Disability.

Accident Medical Expense and Temporary Total Disability benefits shall be payable for the Insured Person's Hernia, provided such Hernia is sustained as a result of Occupational activities, and is sustained and surgically repaired while the Insured Person's coverage is in force under this Policy, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Insured Person's Hernia, subject to the Accident Medical Expense Deductible Amount, if any, shall not exceed either the applicable Hernia, Hemorrhoids, Occupational Cumulative Trauma and Occupational Disease per Accident or Injury Limit or applicable Lifetime Maximum Benefit Amount or Period shown in the Schedule.

2. With respect to the Temporary Total Disability Benefit, the period for which such indemnity shall be payable for all periods of disability, subject to the Temporary Total Disability Benefit Waiting Period, shall not exceed either the applicable Hernia, Hemorrhoids, Occupational Cumulative Trauma and Occupational Disease per Accident or Injury or Lifetime Maximum Benefit Amount or Period shown in the Schedule.

# **Hemorrhoids Coverage**

Exclusion 7 in Section VI of the Policy is hereby waived with respect to the following benefit(s) only: Accident Medical Expense and Temporary Total Disability.

Accident Medical Expense and Temporary Total Disability Benefits shall be payable for the Insured Person's Hemorrhoids sustained as a result of Occupational activities, provided such Hemorrhoids are sustained and surgically repaired while the Insured Person's coverage is in force under this Policy, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Insured Person's Hemorrhoids, subject to the Accident Medical Expense Deductible Amount, if any, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Amount shown in the Schedule.

2. With respect to the Temporary Total Disability Benefit, the period for which such indemnity shall be payable for all periods of disability, subject to the Temporary Total Disability Benefit Waiting Period, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Period or Amount shown in the Schedule.

# **Occupational Cumulative Trauma Coverage**

With respect to Occupational Cumulative Trauma, provided the Insured Person's last day of last performance of the Occupational activities causing the Injury occur during the Policy Period, Exclusion 4 in Section VI of the Policy is hereby waived with respect to the following benefit(s) only: Accident Medical Expense and Temporary Total Disability.

Accidental Medical Expense and Temporary Total Disability benefits shall be payable for the Insured Person's Occupational Cumulative Trauma, subject to the following:

1. any reference in the Policy to the date of an Injury, Accident or Occupational Accident is, with respect to Occupational Cumulative Trauma, deemed to refer to the date on which the Insured Person last performed the Occupational activities causing the Occupational Cumulative Trauma;

2. all Occupational Cumulative Trauma suffered by any one Insured Person due to the same or related Occupational activities is deemed to be a single Occupational Cumulative Trauma; and

3. with respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Insured Person's Occupational Cumulative Trauma, subject to the Accident Medical Expense Deductible Amount, if any, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Amount shown in the Schedule

4. with respect to the Temporary Total Disability Benefit, the period for which such indemnity shall be payable for all periods of disability, subject to the Temporary Total Disability Benefit Waiting Period, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Period or Amount shown in the Schedule.

5. the maximum combined benefit payable under the Policy with respect to all Insured Persons suffering
Occupational Cumulative Trauma due to Occupational activities will not exceed the applicable Limit(s) of Liability
shown in the Schedule, regardless of the number of Insured Persons or the number or type of Covered Losses.
6. such Occupational Cumulative Trauma is diagnosed by a Physician

7. such activities resulted directly and independently of all other causes in the Covered Loss

#### **Occupational Disease Coverage**

With respect to Occupational Disease, provided the Insured Person's last day of last exposure to the environmental or physical hazards causing the Occupational Disease occurs during the Policy Period, Exclusion 5 in Section VI of the Policy is hereby waived with respect to the following benefit(s) only: Accident Medical Expense and Temporary Total Disability.

Accidental Medical Expense and Temporary Total Disability benefits shall be payable for the Insured Person's Occupational Disease, subject to the following:

1. any reference in the Policy to the date of an Injury, Accident or Occupational Accident is, with respect to Occupational Disease, deemed to refer to the date on which the Insured Person was last exposed to the environmental or physical hazards causing the Occupational Disease;

2. any and all Occupational Diseases suffered by any one Insured Person due to exposure to environmental or physical hazards during the course of his or her Occupational activities are deemed to be a single Occupational Disease; and

3. with respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Insured Person's Occupational Disease, subject to the Accident Medical Expense Deductible Amount, if any, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Amount shown in the Schedule

4. with respect to the Temporary Total Disability Benefit, the period for which such indemnity shall be payable for all periods of disability, subject to the Temporary Total Disability Benefit Waiting Period, shall not exceed the applicable Hernia or Hemorrhoids or Occupational Cumulative Trauma or Occupational Disease Lifetime Maximum Benefit Period or Amount shown in the Schedule.

5. the maximum combined benefit payable under the Policy with respect to all Insured Persons suffering Occupational Disease due to exposure to environmental or physical hazards during the course of their Occupational activities will not exceed the applicable Limit(s) of Liability shown in the Schedule, regardless of the number of Insured Persons or the number or type of Covered Losses.

6. such Occupational Disease is diagnosed by a Physician and is generally accepted by the National centers for Disease control to be a disease caused by such hazards,

7. exposure to such hazards is not an Accident but is caused or aggravated by the conditions under which the Insured Person performs Occupational Services,

8. such exposure results directly and independently of all other causes in a Covered Loss.



Great American Insurance Company 301 E. 4<sup>th</sup> Street Cincinnati, OH 45202-4201 513.369.5000

HEALTH SPECIAL RISK, INC.

Agency:

8400 Belleview Drive, Suite 150 Plano, TX 75024 Policyholder: HEALTH SPECIAL RISK MASTER PROGRAM 8400 Belleview Drive, Suite 150 Plano, TX 75024 Policy number: OA3940788 Rate Per Driver Per Month: \$147.00

#### OCCUPATIONAL ACCIDENT INSURANCE INDIVIDUAL OWNER-OPERATOR APPLICATION I. SCHEDULE OF BENEFITS: (FOR OWNER-OPERATORS AGE 23 TO 70)

DESCRIPTION OF BENEFITS	OCCUPATIONAL	NON-OCCUPATIONAL
ACCIDENTAL DEATH AND DISMEMBERMENT MAXIMUM BENEFIT AMOUNT SURVIVOR'S BENEFIT (LUMP SUM)	\$350,000 PRINCIPAL SUM ((\$50,000 DEATH LUMP SUM) + \$1500 PER MONTH	\$10,000 PRINCIPAL SUM LUMP SUM
INCURRAL PERIOD ACCIDENTAL DISMEMBERMENT – INCLUDING PARALYSIS AND SEVERE BURN BENEFIT	UP TO 200 MONTHS) 52 WEEKS INCLUDED IN PRINCIPAL SUM	52 WEEKS INCLUDED IN PRINCIPAL SUM
ACCIDENTAL MEDICAL EXPENSE COMMENCEMENT PERIOD DEDUCTIBLE	\$1,000,000 MAXIMUM BENEFIT AMOUNT 90 DAYS \$ 0	\$5,000 MAXIMUM BENEFIT AMOUNT 90 DAYS \$ 0
INCURRAL PERIOD ACCIDENTAL DENTAL MAXIMUM BENEFIT AMOUNT	\$ 0 104 WEEKS \$1,000 PER INJURY/ \$10,000 LIFETIME	52 WEEKS NOT COVERED
CHIROPRACTIC CARE, OCCUPATIONAL THERAPY, PHYSICAL THERAPY	NO SUB-LIMIT APPLIES *\$700 MAX/ \$200 MIN PER WEEK	NO SUB-LIMIT APPLIES
TEMPORARY TOTAL DISABILITY WAITING PERIOD COMMENCEMENT PERIOD DURATION-MAXIMUM BENEFIT PERIOD	7 DAYS RETROACTIVE 90 DAYS 104 WEEKS	NOT COVERED
	*Subject to the lesser of: 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount shown	
CONTINUOUS TOTAL DISABILITY WAITING PERIOD DURATION-MAXIMUM BENEFIT PERIOD	*\$700 MAX/ \$200 MIN PER WEEK 104 WEEKS UP TO SOCIAL SECURITY RETIREMENT AGE**	NOT COVERED
	*Subject to the lesser of: 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount shown	
ADDITIONAL BENEFIT RIDERS: HERNIA OR HEMORRHOID OR OCCUPATIONAL DISEASE OR CUMULATIVE TRAUMA	\$10,000 PER INJURYSUBJECT TO A \$40,000 LIFETIME MAXIMUM MAXIMUM BENEFIT PERIOD: 10 WEEKS	
CERTIFICATE COMBINED SINGLE LIMIT ANY ONE ACCIDENT AND AGGREGATE	\$1,000,000	
**Social Security Retirement Age (SSRA) will vary dep his/her SSRA before satisfying the waiting period, he/s	he may not qualify for Continuous Total Disab	ility Benefits.
This coverage is not Workers' Compensation Insurance benefits apply). This policy does not cover disease unles coverages. Certain exclusions and limitations do apply. I the information listed here and the actual policy, the insu	ss otherwise endorsed. The list of benefits is o For complete details please refer to your policy.	nly a brief description of the actual

#### 2. DRIVER AND BENEFICIARY INFORMATION

Name:	DOB:
Address:	City:
State:Zip: Home Phone:	Cell:
Beneficiary Name:	Relationship:
Indicate type of driver: Owner Operator	Date of Hire:
Other, including an authorized passenger $\square$	
CDL Number:L	Jnit Number/VIN#:
Commodity Hauled:	
Paid by: 1099  W-2  Contracted By:	
Motor Carrier Name & Address:	
Agent Name:	Agent Phone:
Agent Address:	
I accept □ reject □ The Occupational Accident insurance offered by the above coverage becomes effective when this application has been received and approve understand that I will no longer be eligible for coverage upon my 70th birthday and terminates on the date the policy is terminated; or I am no longer under contract we understand that coverage may be available on an individual policy subject to under Owner-Operator Signature	ed by Great American Insurance Company or its authorized agent. I d that coverage will therefore cease. I further understand that coverage vith the above mentioned motor carrier; or my premium is not paid. I also
Medical Information Authorization: I hereby authorize any licensed physician, n facility, insurance company or any other organization, institution or person that ha to furnish such information or copies of records to the insurance companies assoc shall be as valued as the original.	s any records, including any medical history for the above named person
Owner-Operator Signature	Date
FLORIDA STATUTE 817.234(1)(b) "Any person who knowingly and with intent to injure, defraud, or deceive any insu application containing any false, incomplete, or misleading information is guilty of	
NEW MEXICO STATUTE 59A-16C-8 "Any person who knowingly presents a false or fraudulent claim for payment of a l presents false information in an application for insurance is guilty of a crime and n criminal penalties."	
OHIO INSURANCE CODE 3999.21	nainet an insured, submits an

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insured, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."



Great American Insurance Company 301 E. 4<sup>th</sup> Street Cincinnati, OH 45202-4201 513.369.5000

Agency:HEALTH SPECIAL RISK, INC.<br/>8400 Belleview Drive, Suite 150<br/>Plano, TX 75024Policyholder:HEALTH SPECIAL RISK MASTER PROGRAM<br/>8400 Belleview Drive, Suite 150<br/>Plano, TX 75024Policy number:OA3940789<br/>Rate Per Driver Per Month: \$126.00

#### OCCUPATIONAL ACCIDENT INSURANCE INDIVIDUAL OWNER-OPERATOR APPLICATION I. SCHEDULE OF BENEFITS: (FOR OWNER-OPERATORS AGE 23 TO 70)

DESCRIPTION OF BENEFITS	OCCUPATIONAL	NON-OCCUPATIONAL
ACCIDENTAL DEATH AND DISMEMBERMENT MAXIMUM BENEFIT AMOUNT SURVIVOR'S BENEFIT (LUMP SUM)	\$150,000 PRINCIPAL SUM ((\$25,000 DEATH LUMP SUM) + \$1000 PER MONTH UP TO 125 MONTHS)	\$10,000 PRINCIPAL SUM LUMP SUM
INCURRAL PERIOD	52 WEEKS INCLUDED IN	52 WEEKS INCLUDED IN
ACCIDENTAL DISMEMBERMENT – INCLUDING PARALYSIS AND SEVERE BURN BENEFIT	PRINCIPAL SUM	PRINCIPAL SUM
ACCIDENTAL MEDICAL EXPENSE COMMENCEMENT PERIOD DEDUCTIBLE INCURRAL PERIOD	\$500,000 MAXIMUM BENEFIT AMOUNT 90 DAYS \$ 0 104 WEEKS	\$5,000 MAXIMUM BENEFIT AMOUNT 90 DAYS \$ 0 52 WEEKS
ACCIDENTAL DENTAL MAXIMUM BENEFIT AMOUNT CHIROPRACTIC CARE, OCCUPATIONAL THERAPY, PHYSICAL	\$1,000 PER INJURY/ \$10,000 LIFETIME NO SUB-LIMIT APPLIES	NOT COVERED
THERAPY TEMPORARY TOTAL DISABILITY WAITING PERIOD COMMENCEMENT PERIOD DURATION-MAXIMUM BENEFIT PERIOD	*\$450 MAX/ \$150 MIN PER WEEK 7 DAYS RETROACTIVE 90 DAYS 104 WEEKS *Subject to the lesser of: 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount shown	NOT COVERED
CONTINUOUS TOTAL DISABILITY WAITING PERIOD DURATION-MAXIMUM BENEFIT PERIOD	*\$450 MAX/ \$150 MIN PER WEEK 104 WEEKS UP TO SOCIAL SECURITY RETIREMENT AGE** *Subject to the lesser of: 70% of Average Weekly Earnings or the Maximum Weekly Benefit Amount shown	NOT COVERED
ADDITIONAL BENEFIT RIDERS: HERNIA OR HEMORRHOID OR OCCUPATIONAL DISEASE OR CUMULATIVE TRAUMA	\$10,000 PER INJURY SUBJECT TO A \$40,0 MAXIMUM BENEFIT PERIOD: 10 WEEKS	00 LIFETIME MAXIMUM
CERTIFICATE COMBINED SINGLE LIMIT ANY ONE ACCIDENT AND AGGREGATE	\$500,000	

This coverage is not workers' compensation insurance or for any other purpose except occupational accidents (unless non-occupational benefits apply). This policy does not cover disease unless otherwise endorsed. The list of benefits is only a brief description of the actual coverages. Certain exclusions and limitations do apply. For complete details please refer to your policy. In the event of any conflict between the information listed here and the actual policy, the insurance policy will govern in all cases.

\*Social Security Retirement Age (SSRA) will vary depending upon your date of birth. If you are to reach your SSRA before satisfying the waiting period, you may not qualify for Continuous Total Disability Benefits.

#### 2. DRIVER AND BENEFICIARY INFORMATION

Name:	DOB:		
Address:	City:		
State: Zip: Home Phone:	Cell:		
Beneficiary Name:	Relationship:		
Indicate type of driver: Owner Operator	Date of Hire:		
Other, including an authorized passenger $\Box$			
CDL Number:	Unit Number/VIN#:		
Commodity Hauled:			
Paid by: 1099  W-2  Contracted By:			
Motor Carrier Name & Address:			
Agent Name:	Agent Phone:		
Agent Address:			
terminates on the date the policy is terminated; or I am no longer under c understand that coverage may be available on an individual policy subject Owner-Operator Signature Medical Information Authorization: I hereby authorize any licensed phy facility, insurance company or any other organization, institution or perso	thday and that coverage will therefore cease. I further understand that coverage contract with the above mentioned motor carrier; or my premium is not paid. I also ct to underwriting guidelines in effect at termination of the above policy		
Owner-Operator Signature	Date		
FLORIDA STATUTE 817.234(1)(b) 'Any person who knowingly and with intent to injure, defraud, or deceive application containing any false, incomplete, or misleading information is NEW MEXICO STATUTE 59A-16C-8	guilty of a felony of the third degree."		
"Any person who knowingly presents a false or fraudulent claim for paym presents false information in an application for insurance is guilty of a cri criminal penalties."			
OHIO INSURANCE CODE 3999.21 "Any person who, with intent to defraud or knowing that he is facilitating a	a fraud against an insured, submits an		

"Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insured, submits a application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

Administered by: Health Special Risk, Inc.

8400 Belleview Drive, Suite 150

Plano, TX 75024

Toll-Free: 866.910.0131

This brochure is only a brief description of coverage. The Policy, F32166(rev.7-02), contains certain exclusions and limitations. For complete details please refer to your policy. In the event of any conflict between the information listed here and the actual policy, the insurance policy will govern in all cases. The underwriting company is Great American Insurance Company In the event of any conflict between this brochure and the actual Policy, the Policy will govern in all cases. This coverage is not Workers' Compensation Insurance or for any other purpose except occupational accidents (unless non-occupational benefits apply). This policy does not cover disease unless otherwise endorsed.