



One Beacon

I N S U R A N C E®

PASSENGER ACCIDENT CERTIFICATE OF INSURANCE

**FOR PARTICIPATING CONTRACTORS
OF LTI TRUCKING SERVICES, INC.**

**AS A PARTICIPATING ORGANIZATION IN THE
TRUCKING INDUSTRY PASSENGERS
GROUP INSURANCE TRUST**

IMPORTANT NOTICE

THIS INSURANCE IS NOT WORKERS' COMPENSATION INSURANCE.

IT IS NOT A SUBSTITUTE FOR WORKERS' COMPENSATION INSURANCE.

THIS INSURANCE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY.

**IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR
LOSSES DUE TO SICKNESS.**

Limited Benefit, Please Read Carefully

Atlantic Specialty Insurance Company
605 North Highway 169

AH 302A PA TIPGIT 06 12

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05.18.20

Plymouth, MN 55441

POLICYHOLDER: **Trucking Industry Passengers Group Insurance Trust**
Trustee: SunTrust Bank

POLICY NUMBER: **216-002-591**

PARTICIPATING ORGANIZATION: **LTI Trucking Services, Inc.**

COVERED SUBSIDIARIES AND/OR
AFFILIATED COMPANIES: **None**

The insurance evidenced by this Certificate provides Accident insurance only. It does not provide Coverage for sickness. This Certificate describes the main features of the Policy, but the Policy is the only contract under which benefit payments are made. If there is an inconsistency between the Certificate and the Policy, the Policy will govern.

The Policy upon which this Certificate is based, is governed by the laws of the District of Columbia.

**PASSENGER ACCIDENT
 CERTIFICATE OF INSURANCE**

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SECTION I – ELIGIBILITY, EFFECTIVE DATE AND TERMINATION DATE

ELIGIBILITY

An **Eligible Person** is a **Passenger**, as described in the DEFINITIONS Section of this **CERTIFICATE**, who is traveling with an **Authorized Commercial Driver** while he or she is under **Dispatch** for the **Participating Organization**, provided such **Authorized Commercial Driver** has: 1) purchased coverage under the **Policy** for his or her eligible **Passengers**; and 2) submitted a completed Passenger Authorization Form for his or her **Passenger(s)** which has been approved by the **Participating Organization**.

COVERAGE EFFECTIVE DATE

Passenger Accident coverage under the **Policy** for an **Authorized Commercial Driver** begins on the later of:

1. the **Policy** Effective Date;
2. the effective date indicated on the form which is required by the **Participating Organization** in order for the **Authorized Commercial Driver** to obtain **Passenger Accident** coverage, unless otherwise agreed to in writing. Such form must be satisfactory to **Us**. If premium is paid when due, coverage will remain in effect. If premium is not paid when due, coverage will be null and void as of the effective date.

Passenger Accident coverage under the **Policy** for an individual **Passenger** begins on the date indicated on the Passenger Authorization Form as approved by the **Participating Organization**, provided **Passenger Accident** coverage for the **Authorized Commercial Driver** is in effect at that time and the required premium has been paid when due.

COVERAGE TERMINATION DATE

Passenger Accident coverage under the **Policy** for an **Authorized Commercial Driver** ends on the earliest of:

1. the date the **Policy** is terminated;
2. the premium due date, if premiums are not paid when due, subject to the Grace Period, except for the initial premium due which is not subject to the Grace Period;
3. the date on which the **Authorized Commercial Driver** is no longer eligible to have **Passenger Accident** coverage; or
4. if the **Authorized Commercial Driver** requests, in writing, that his or her **Passenger Accident** coverage be cancelled, the date on which coverage is cancelled.

Passenger Accident coverage under the **Policy** for an individual **Passenger** ends on the earliest of:

1. the date the **Policy** is terminated;
2. the premium due date, if premiums are not paid when due, subject to the Grace Period, except for the initial premium due which is not subject to the Grace Period;
3. the date on which coverage ends for the **Authorized Commercial Driver** with whom the **Passenger** is traveling;
4. if the **Authorized Commercial Driver** requests, in writing, that his or her **Passenger Accident** coverage be cancelled, the date on which coverage is cancelled;
5. the date the **Passenger** ceases to be an **Eligible Person** as described above; or
6. the date the **Passenger** is no longer traveling with an **Authorized Commercial Driver** while he or she is under **Dispatch**.

Termination of coverage will not affect a claim for a **Covered Loss** that occurs either before or after such termination, if that **Covered Loss** results from an **Accident** that occurred while the **Insured Person's** coverage was in force under the **Policy**.

SECTION II – SCHEDULE OF BENEFITS

PASSENGER ACCIDENT BENEFITS

Accidental Death Benefit:

Principal Sum *\$50,000
Accident Commencement Period.....365 days

Accidental Dismemberment Benefit:

% of Principal Sum *up to \$50,000
Accident Commencement Period.....365 days

Paralysis Benefit:

% of Principal Sum * up to \$50,000
Accident Commencement Period.....365 days

Accident Medical Expense Benefit:

Medical Commencement Period.....90 days
Deductible Amount.....\$0
Maximum Benefit Period.....52 weeks
Dental Maximum.....\$3,600 per **Accident**
Maximum Benefit Amount per Accident.....\$50,000
Lifetime Maximum Benefit.....\$50,000

Limits on Accident Medical Expense Benefits:

- Services provided by a Chiropractor or Acupuncturist, not including Physical Therapy, Occupational Therapy, Work Hardening Therapy:.....\$1,000 per **Injury**
- Ambulance:.....one round trip to and from a Hospital but not more than \$1,000 for any one **Accident**
- Air Ambulance:.....one round trip to and from a Hospital but not more than \$7,000 for any one **Accident**
- **Mental and Nervous – Outpatient**:.....\$25 per visit maximum 20 visits for any one **Accident**
- **Mental and Nervous – Inpatient**:.....maximum 20 days maximum \$1,000 for any one **Accident**

PASSENGER ACCIDENT BENEFITS LIMITS OF LIABILITY

- **Combined Single Limit**.....\$50,000
- **Aggregate Limit of Liability**.....\$100,000
 (applicable to all **Covered Losses** with respect to any one **Covered Accident**)

* The **Accidental Dismemberment Benefit** and the **Paralysis Benefit** will be paid as a Monthly Benefit at 1% of the applicable **Principal Sum**. The payment of this Monthly Benefit will cease upon the earliest of the following: (1) the date the total of the applicable **Principal Sum** has been paid; or (2) the date the **Passenger** dies. The most We will pay for these benefits, as well as the **Accidental Death Benefit**, in total, is the **Passenger's** maximum **Principal Sum**, if the **Passenger** can recover benefits under more than one of the benefits as a result of the same **Accident**.

The **Passenger's Principal Sum** will be based on the following **Schedule**:

For Death Benefit, Age at Date of Covered Loss

For Dismemberment and Paralysis Benefits, Age at Date of Benefit Payment

% of Principal Sum

18 and younger	10%
19 – 64	100%
65	80%
66	60%
67	40%
68	20%
69	15%
70 and over	10%

SECTION III – PREMIUM

Premium Amount: as stated in the **Policy**

Grace Period: A Grace Period of thirty-one (31) days will be provided for the payment of any premium due after the first premium, unless an additional amount of time for payment to be made is provided by the **Policyholder**, or its **Designee**. **Passenger Accident** coverage will not be terminated for non-payment of premium during the Grace Period, if the **Authorized Commercial Driver** pays the premiums due by the last day of the Grace Period.

No Grace Period will be provided if **We** receive notice to terminate the **Authorized Commercial Driver’s Passenger Accident** coverage prior to a premium due date.

SECTION IV – BENEFITS

PRINCIPAL SUM

As applicable to each **Insured Person**, **Principal Sum** means the amount of insurance in force under the **Policy** on the date of the **Accident**, as described in the **Schedule**.

ACCIDENTAL DEATH BENEFIT

If a **Covered Injury** to an **Insured Person** results in death within the **Accident Commencement Period** shown in the **Schedule**, **We** will pay the **Principal Sum** shown in the **Schedule**. The **Accident Commencement Period** starts on the date of the **Accident** that caused such **Injury**. If the **Insured Person** suffers an **Accidental Death** such that an **Accidental Death Benefit** is payable under the **Policy**, **We** will pay the beneficiary in accordance with the Payment of Claims provision.

Exposure and Disappearance

If an **Insured Person** is exposed to weather because of an **Accident** and this results in a **Covered Loss**, **We** will pay the applicable **Principal Sum**, subject to all **Policy** terms.

If the body of an **Insured Person** has not been found within 365 days after the disappearance, stranding, sinking or wrecking of a power unit in which that person was an occupant, then it will be presumed, subject to all other terms and provisions of the **Policy**, that the **Insured Person** has suffered **Accidental Death** within the meaning of the **Policy**. If the **Insured Person** is subsequently found alive and identified, **We** have the right to recover any benefits paid.

ACCIDENTAL DISMEMBERMENT BENEFIT

If **Injury** to an **Insured Person** results in any one of the **Covered Losses** specified below, within the **Accident Commencement Period** shown in the **Schedule**, **We** will pay the Percentage of the **Principal Sum** indicated below.

<u>For Covered Loss of:</u>	<u>Percentage of the Principal Sum</u>
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot.....	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

For purposes of the **Accidental Dismemberment Benefit**, **Loss** will mean:

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 thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one **Loss** is sustained by an **Insured Person** as a result of the same **Covered Accident**, only one amount, the largest, will be paid.

PARALYSIS BENEFIT

If a **Covered Injury** to an **Insured Person** results in any Type of Paralysis specified below, within the **Accident Commencement Period** shown in the **Schedule**, We will pay the Percentage of the **Principal Sum** indicated below.

<u>Type of Paralysis:</u>	<u>Percentage of the Principal Sum</u>
Quadriplegia	100%
Paraplegia	75%
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**. For purposes of this benefit **Limb** means entire arm or entire leg.

If the **Insured Person** sustains more than one Type of Paralysis as a result of the same **Covered Accident**, only the largest single amount will be considered a **Covered Loss**.

ACCIDENT MEDICAL EXPENSE (AME) BENEFIT

AME Benefit Qualifications

If an **Insured Person** suffers an **Injury** that requires him or her to be treated by a **Physician**, within the **Medical Commencement Period** shown in the **Schedule**, We will pay the **Usual and Customary Charges** incurred for **Medically Necessary Covered Accident Medical Services** received due to that **Injury**, up to the **Maximum Benefit Amount** and **Maximum Benefit Period** shown in the **Schedule**, for the **Insured Person**, for all **Injuries** caused by a single **Covered Accident**, subject to any applicable **Deductible Amount**.

The **Medical Commencement Period** starts on the date of the **Accident** that caused such **Injury**. The **Deductible Amount** for the **Accident Medical Expense** Benefit is the **Deductible Amount** shown in the **Schedule**, if any, which must be met from **Usual and Customary Charges** for **Medically Necessary Covered Accident Medical Services** incurred due to **Injuries** the **Insured Person** sustained in that **Covered Accident**.

AME Benefit Covered Accident Medical Services

1. **Hospital** semi-private room and board (or room and board in an intensive care unit), **Hospital** ancillary services (including but not limited to, use of the operating room or emergency room), or use of an **Ambulatory Medical Center**;
2. Services of a **Physician** or a qualified nurse, if under the supervision of a Graduate Registered Nurse (RN), for **Home Health Care** which follows a five (5) day period of **Hospital** confinement and which is prescribed by a **Physician**;
3. Services by a qualified **Physician** for the treatment of a covered **Mental and Nervous Condition** due to a **Covered Injury**. However, such charges will be considered a **Covered Accident Medical Expense** only to the extent that the charges do not exceed \$25.00 per visit and are further limited to one (1) visit per day with a maximum of twenty (20) visits for any one (1) **Accident**. **Hospital** charges for in-patient treatment of a **Mental and Nervous Condition**, whether in a psychiatric **Hospital** or a general **Hospital**, will be considered a **Covered Accident Medical Expense** and will be limited to a maximum of \$1,000 for any one (1) **Accident**;
4. Ambulance, including air ambulance, service to or from a **Hospital** as shown in the **Schedule**;
5. Laboratory tests;
6. Radiological procedures;
7. Anesthetics and the administration of anesthetics;

8. Blood, blood products and artificial blood products, and the transfusion thereof;
9. Physical Therapy, Occupational Therapy, Work Hardening Therapy and Chiropractic or Acupuncturist Care as shown in the **Schedule**;
10. Rental of **Durable Medical Equipment**, up to the actual purchase price of such equipment;
11. The initial supply, but not replacement of: casts, splints, trusses, braces, artificial limbs and artificial eyes subject to the **Accident Medical Expense** Benefit Exclusions section;
12. Medicines or drugs administered by a **Physician** or that can be obtained only with a **Physician's** written prescription;
13. Repair or replacement of **Sound Natural Teeth** damaged or lost as a result of a **Covered Injury**, up to the Dental Maximum, if any, shown in the **Schedule**;
14. **Extended Care Facilities**; and
15. **Home Health Care**.

The foregoing **Covered Accident Medical Services** are subject to all of the limits as shown in the **Schedule**.

AME Benefit Exclusions

In addition to the GENERAL EXCLUSIONS in SECTION VI of this **Certificate**, charges for **Covered Accident Medical Services** do not include, and benefits are not payable with respect to, any expense for or resulting from:

- 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;
- dentures, bridges, dental implants, or treatment not related to the **Injury**;
- eye glasses or contact lenses not related to the **Injury**;
- hearing aids or hearing examinations not related to the **Injury**;
- that portion of rental expense for **Durable Medical Equipment** that exceeds the usual purchase cost for similar equipment in the locality where the expense is incurred;
- **Custodial Services**;
- **Personal Comfort** or **Convenience Items**;
- services of a Federal, Veteran's, State or Municipal **Hospital** for which the **Insured Person** is not liable for payment;
- services or treatment which is covered by Medicare;
- that portion of the fee for services or treatment which is more than the **Usual and Customary Charge**;
- cosmetic, plastic or restorative surgery unless **Medically Necessary** for the treatment of an **Injury**;
- services or treatment which are provided for in a settlement or court judgment;
- services or treatment which are covered under any other insurance of any kind;
- services or treatment for which an **Insured Person** is not legally obligated to pay;
- an **Extended Care Facility** stay that does not follow a **Hospital** confinement of five (5) days or more;
- any mileage charges related to the **Covered Injury** unless authorized by **Us**;
- any translation charges related to the **Covered Injury** unless authorized by **Us**; or
- any lodging charges related to the **Covered Injury** unless authorized by **Us**.

AME Benefit Definitions

As used in this **Accident Medical Expense** Benefit:

Ambulatory Medical Center means a facility that meets all of the following requirements:

1. operates under the laws of the state that it is situated in;
2. has a staff of **Physicians** and permanent facilities that are equipped and operated primarily for the purpose of providing medical services or performing subject procedures; and
3. provides continuous **Physician** and Graduate Registered Nurse (RN) services whenever a patient is in the facility. An **Ambulatory Medical Center** does not include a **Hospital** or a **Physician's** office or a clinic.

Custodial Services means any services which are not intended primarily to treat a specific **Injury**. **Custodial Services** include, but will 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.

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 be used in the treatment of **Injury** or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Extended Care Facility means an institution that meets all of the following requirements:

1. operates under the laws of the state that it is situated in;
2. is approved by the Department of Health and Human Services or its successor;
3. is regularly engaged in providing skilled nursing care of sick or injured persons as inpatients at the patient's expense;
4. provides 24 hour a day nursing service by or under the supervision of a Graduate Registered Nurse (RN);
5. provides skilled nursing care under the supervision of a **Physician**; and
6. maintains a daily medical record of each patient.

Home Health Care means nursing care and treatment of an **Insured Person** in his or her home as part of an overall extended treatment plan. To qualify, the extended treatment plan must:

1. be approved in writing by the attending **Physician**;
2. be provided by a **Hospital** certified to provide **Home Health** services or by a certified **Home Health Care** agency;
3. begin within seven (7) days after discharge from a **Hospital**; and
4. follow a **Hospital** confinement of five (5) days or more.

No benefits are payable for **Home Health Care** services provided by:

1. a member of an **Insured Person's** immediate family; or
2. a person residing in the **Insured Person's** home.

Hospital means a facility that: (1) operates under the law of the state that it is situated in; (2) is approved by the Department of Health and Human Services or its successor; (3) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (4) has 24-hour nursing service by graduate registered nurses (RN), on duty or on call; and (5) is supervised by one or more **Physicians**. A **Hospital** does not include: (1) a nursing, convalescent or geriatric unit of a **Hospital** when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing or other section of the **Hospital** that is used for such purposes; or (3) any military or veterans **Hospital** or soldiers home or any **Hospital** contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Maximum Benefit Period means, with respect to the **Accident Medical Expense** Benefit, the maximum period for which benefits will be payable for **Covered Accident Medical Services** for or in connection with a single **Accident Medical Expense Covered Loss**. The length of the **Maximum Benefit Period** for **Accident Medical Expense**, which will commence on the first date of treatment or service, is shown in the **Schedule**.

Medical Commencement Period means the time period shown in the **Schedule** between the date of the **Accident** that caused the **Injury** and the date that the first medical service or treatment must be incurred for **Accident Medical Expense** Benefits to be payable under the **Policy**.

Medically Necessary means that a **Covered Accident Medical Service**: (1) is essential for diagnosis, treatment or care of the **Injury** for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a **Physician** and performed under his or her care supervision or order. The fact that a **Physician** may prescribe, authorize or direct a service does not itself make it **Medically Necessary** or covered by the **Policy**.

Personal Comfort or Convenience Item(s) means those items that are not **Medically Necessary** for the care and treatment of the **Insured Person's Injury**. The term **Personal Comfort or Convenience Item(s)** includes, but is not limited to: (1) a private **Hospital** room, unless **Medically Necessary**; (2) television rental; and (3) **Hospital** telephone charges.

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

Usual and Customary Charge(s) means a charge that is made for a **Covered Accident Medical Expense** Benefit that: (1) does not include charges that would not have been made if no insurance existed; (2) is the lesser of the usual charges for similar services, treatment, supplies, or **Hospital** room and board in the locality where the expense is incurred, or the negotiated rate of the **Preferred Provider** designated by Us. (For a **Hospital** stay, the **Usual and Customary Charge** is based upon the expense for a semi-private room and board charge, unless the stay is a **Medically Necessary** stay in an intensive care unit); and (3) with respect to drugs, is the negotiated rate of the **Preferred Provider** designated by Us. And if the **Insured Person**, through no fault of his or her own, is unable to use the **Preferred Provider** designated by Us, then, 125% of the Average Wholesale Price (AWP) will be considered Usual and Customary.

SECTION V – LIMITATIONS

Combined Single Limit.

We will not pay more than the **Combined Single Limit** stated in the **Schedule**.

Aggregate Limit of Liability.

We will not pay more than the **Aggregate Limit of Liability** stated in the **Schedule**.

SECTION VI – GENERAL EXCLUSIONS

A loss will not be a **Covered Loss** if it is caused in whole or in part by, or results in whole or in part from:

1. suicide or any attempt at suicide; intentionally self-inflicted **Injury** or any attempt at intentionally self-inflicted **Injury**, including, but not limited to, any attempt to restrict the flow of oxygen to the brain for purposes of autoeroticism or auto-erotic asphyxiation; or any **Injury** resulting from a provoked attack;
2. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for **Accidental** ingestion of contaminated foods;
3. any **Pre-Existing Condition**;
4. **Cumulative Trauma** and/or **Repetitive Conditions**;
5. Hernia of any kind;
6. Hemorrhoids of any kind;

7. performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshore and Harbor Workers' Act, or similar coverage;
8. war, or any act of war, whether declared or undeclared;
9. involvement in any type of active military service;
10. any **Injury** for which the **Insured Person** is entitled to benefits pursuant to any Workers' Compensation Law or other similar legislation;
11. any loss insured by employers' liability insurance;
12. the **Authorized Commercial Driver** being intoxicated. The **Authorized Commercial Driver** is conclusively deemed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle when the **Injury** occurs. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Authorized Commercial Driver's** intoxication;
13. the deliberate ingestion of a poison, fume, noxious chemical substance; or the use of a prescription drug unless taken as prescribed by a **Physician**; or the use of non-prescription drug, unless taken in accordance with its directions;
14. participation in the commission or attempted commission of a crime, any felony, an assault, insurrection or riot;
15. violation or non-compliance with the conditions of traveling with the **Authorized Commercial Driver**;
16. the use or release of explosives (however delivered), nuclear energy, radiation, chemicals, biological agents or diseases, or an organism or agent which disrupts the environmental or ecological balance of a geographic area, which results directly or indirectly from the intentional or unlawful act of a person or persons, including any resulting sickness or disease;
17. a cardiovascular event or stroke caused by exertion prior to or at the same time as an **Accident**; or
18. alcoholism or drug addiction or the use of any drug or narcotic except as prescribed by a **Physician** operating within his or her scope of authority .

SECTION VII – CLAIMS PROVISIONS

Notice. The **Insured Person** or the beneficiary, or someone on their behalf, must give **Us** written notice of the loss within twenty (20) days of such loss. The notice must name the **Insured Person** and the **Policy** Number. To request a claim form, the **Insured Person** or the beneficiary, or someone on their behalf may contact **Us** at 866-568-2233. The notice must be sent to the Claims Department at Atlantic Specialty Insurance Company, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claim Forms. **We** will send the claimant Proof of Loss (claim) forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the forms in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the loss. **We** will accept this report as a Proof of Loss if sent within the time fixed below for filing a Proof of Loss. The notice should include the **Insured Person's** name, the **Policyholder's** and its **Participating Organization's** names, and the **Policy** number.

Proof of Loss. Written Proof of Loss, acceptable to **Us**, must be sent within ninety (90) days of the date of the loss. If the loss is one for which the **Policy** requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as **We** may reasonably require. Failure to furnish Proof of Loss, acceptable to **Us**, within such time, will neither invalidate nor reduce any claim if it is not reasonably possible to furnish the Proof of Loss, and the proof is provided 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. **We** have a right to investigate the Proof of Loss and any relevant documents which the **Insured Person** will make available to **Us** upon request.

Time of Payment. We will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, immediately upon receipt of written Proof of Loss that is acceptable to **Us**.

Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each one (1) week period. The unpaid balance, which remains when **Our** liability ends, will then be paid when **We** receive the proof of **Covered Loss** that is acceptable to **Us**.

Recipient of Payment.

1. Loss of Life. **Covered Losses** resulting from the **Insured Person's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured Person**, **We** will pay the benefit to the **Insured Person's** survivors in the following order:
 - a. the **Insured Person's** legally married spouse;
 - b. the **Insured Person's** child(ren);
 - c. the **Insured Person's** parents;
 - d. the **Insured Person's** brothers and sisters;
 - e. the **Insured Person's** estate.
2. All Other Claims. Benefits are paid to the **Insured Person**. The **Insured Person** may direct in writing that all or part of an **Accident Medical Expense** Benefit be paid directly to the party who furnished the service. The direction may be changed by the **Insured Person** at any time up to the filing of the Proof of Loss. If an **Insured Person** dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary, or if there is no beneficiary designated, as set forth above.

Physical Examination and Autopsy. We have the right to examine an **Insured Person**, whose **Injury** is the basis of a claim, when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** may also require an autopsy be performed, unless forbidden by law.

Conditional Claim Payment. If an **Insured Person** suffers a **Covered Loss(es)** as the result of **Injuries** for which a third party may be liable, **We** will pay the amount of benefits otherwise payable under the **Policy**. However, if the **Insured Person**, beneficiary or any other person receives payment from the third party, the **Insured Person**, beneficiary or any other person agrees to refund to **Us** the lesser of: (1) the amount actually paid by **Us** for such **Covered Loss(es)**; or (2) an amount equal to the sum actually received from the third party for such **Covered Loss(es)**. If the **Insured Person**, beneficiary or any other person does not receive payment from the third party for such **Covered Loss(es)**, **We** reserve the right to subrogate under the Subrogation clause of the **Policy**.

At the time such third party liability is determined and satisfied, this amount shall be paid whether determined by settlement, judgment, arbitration or otherwise. This provision shall not apply where prohibited by law.

Sunset. In no event shall a claim made for losses sustained by an **Insured Person** be considered valid and collectible in accordance with the **Policy** unless full details of such claim are presented to **Us** within three (3) years from the date of the **Accident** which is the basis of such claim.

Right to Recover Overpayments. In addition to any rights of recovery, reimbursement or subrogation provided to **Us** herein, when payments have been made by **Us** with respect to a **Covered Loss** in an amount in excess of the maximum amount of payment necessary to satisfy an obligation under the terms of the **Policy**, **We** will have the right to recover such excess payment, from any person to whom such payments were made. **We** maintain the right to offset the overpayment against other benefits payable to the **Insured Person** (and his or her assignee) under the **Policy** to the extent of the overpayment.

Suit Against Us. No action on the **Policy** may be brought until sixty (60) days after written Proof of Loss has been sent to **Us**. Any action must commence within three (3) years, (five (5) years in Kansas and Tennessee; and six (6) years in South Carolina, Wisconsin and Alabama) of the date the written Proof of Loss was required to be submitted. If the law of the state where the **Insured Person** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where arbitration is allowed, arbitration will supersede this provision.

Arbitration. Any contest to a claim denial and/or any dispute in connection with a claim under the **Policy** will be settled by arbitration which is pursuant to D.C. law and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) which may include consequential or punitive damages, may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured Person** or the person claiming to be his or her beneficiary. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured Person** or the person claiming to be his or her beneficiary is a resident of a state where the law does not allow arbitration in an insurance policy, but only if the **Policy** is subject to its laws. In such a case, arbitration does not apply.

This Arbitration provision permanently bars the institution of any individual or class action lawsuit brought by the **Insured Person** or his or her beneficiary. The **Insured Person** for himself or herself or any beneficiary, may waive any rights to a trial in court, including the right to a jury trial.

Recovery. In the event an **Insured Person** makes a recovery from a third party for a loss paid under the **Policy**, the **Insured Person** will reimburse **Us** up to the amount of the benefits made by **Us**.

Subrogation. **We** have the right to recover all payments including future payments, which **We** have made, or will be obligated to pay in the future, to the **Insured Person**, beneficiary or any other person from anyone liable for the **Injury**. If the **Insured Person**, beneficiary or any other person recovers from anyone liable for the **Injury**, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **Insured Person**, beneficiary or any other person. The **Insured Person**, beneficiary or any other person agrees to assist **Us** in preserving **Our** rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by **Us**.

SECTION VIII – GENERAL PROVISIONS

Right to Examine Coverage. The coverage provided under the **Policy** may be terminated for any reason by the **Authorized Commercial Driver** within ten (10) days after initial enrollment. Written notice of termination should be forwarded by mail or in person to the **Policyholder**, its **Designee**, or **Us**. Any premium paid will be refunded and the coverage will be treated as if it had never been issued.

Beneficiary Designation and Change. The **Insured Person** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. The **Insured Person** may change the beneficiary at any time. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to **Us**.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at **Our** option, to any relative by blood or connection by marriage of the payee, who, in **Our** opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Change or Waiver. A change or waiver of any terms or conditions of the **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under the **Policy** will not be deemed as a waiver of such rights in the same or future situations.

Clerical Error. A clerical error or omission, whether by the **Policyholder**, its **Designee**, the Producer, or **Us**, will not increase or continue **Passenger Accident** coverage, which otherwise would not be in force. If an **Authorized Commercial Driver** applies for insurance for which he or she is not eligible, **We** will only be liable for any premiums paid to **Us**.

Conformity with Statute. Terms of the **Policy** that conflict with the laws of the District of Columbia are amended to conform to such laws.

Assignment of Interest. The **Policy** is non-assignable.

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

Noncompliance With Policy Requirements: Any express waiver by Us of any requirements of the **Policy** will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any **Policy** provision will not operate as a waiver or amendment of that provision.

Offset Debt. We will have, and may exercise at any time, the right to offset any balance or balances, whether on account of premiums or otherwise, due from the **Policyholder**, or its **Designee**, or the **Authorized Commercial Driver** to Us against any balance or balances, whether on account of losses or otherwise, due from Us to the **Policyholder**, or its **Designee**, or the **Authorized Commercial Driver**.

SECTION IX – GENERAL DEFINITIONS

Accident or Accidental means a sudden, unexpected, external event that occurs by chance at an identifiable time and place during the **Policy** term.

Accident Commencement Period means the time period, shown in the **Schedule**, between the date of the **Accident** which caused the **Injury** and the date the **Covered Loss** must occur for death, dismemberment or paralysis benefits to be payable under the **Policy**.

Aggregate Limit of Liability means the total benefits We will pay for a **Covered Accident** or **Covered Accidents** set forth in the **Policy**. For purposes of the **Aggregate Limit of Liability** provision, **Covered Accident** or **Covered Accidents** will include a **Covered Loss** or **Covered Losses** arising out of a single event or related events or originating cause and includes a resulting **Covered Loss** or **Covered Losses**. If the total benefits under the **Aggregate Limit of Liability** is not enough to pay full benefits to each **Insured Person**, We will pay each one a reduced benefit based upon the proportion that the **Aggregate Limit of Liability** bears to the total benefits which would otherwise be paid.

Authorized Commercial Driver is any owner-operator or employee driver of the **Participating Organization**, who enrolls for coverage for his or her **Passengers** under the **Policy** and pays the required premium. For purposes of the **Policy**, an **Authorized Commercial Driver** must:

1. have a valid and current Commercial Driver's License or the required license for the vehicle he or she is operating;
2. be authorized by the **Participating Organization** to operate such vehicle;
3. be authorized by the **Participating Organization** to carry **Passengers**.

Certificate means this **Passenger Accident Insurance Certificate**.

Civil Union means a same-sex relationship similar like marriage that is recognized by law.

Combined Single Limit means, with respect to any one **Insured Person**, the total amount of benefits that are payable under the **Policy** for or in connection with a **Covered Injury** sustained as the result of any one **Covered Accident**. The **Combined Single Limit** shall also include the loss adjustment expenses incurred by Us. The loss adjustment expenses shall include but are not limited to fees, charges and costs for nurse case management, independent medical examinations, functional capacity examinations, vocational assessments and the processing and/or negotiation of **Hospital**, **Physician** and other provider charges. When the **Combined Single Limit** has been reached, no further benefits shall be payable under the **Policy**, with respect to that **Insured Person** for or in connection with an **Injury** sustained as the result of that one **Covered Accident**.

Covered Accident means an **Accident** that results in a **Covered Loss** while the **Insured Person** is traveling with an **Authorized Commercial Driver** who is under **Dispatch**.

Covered Injury means an **Injury** directly caused by an **Accident**, which is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured Person** is insured under the **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss which meets the requisites of one or more benefits, results from a **Covered Injury**, and for which benefits are payable under the **Policy**.

Cumulative Trauma and/or Repetitive Conditions means conditions which impair the normal physiological function of the body over an extended period of time, but which do not arise as the result of a single **Accident**.

Deductible Amount means the portion of the **Usual and Customary Charges** for **Medically Necessary Covered Accident Medical Services**, incurred due to **Injuries** sustained by an **Insured Person** in a **Covered Accident**, which must be met before the **Accident Medical Expense** Benefit will be paid. The **Deductible Amount** is shown in the **Schedule**.

Designee is any person acting on behalf of the **Trustee**. For purposes of the **Policy**, there is one (1) **Designee**: the **Participating Organization**.

Dispatch applies to the **Authorized Commercial Driver** only and means when the **Authorized Commercial Driver** is:

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. in route after dropping off a load; or
6. waiting for a load if the **Authorized Commercial Driver** is not at home.

Dispatch of an **Authorized Commercial Driver** does not include an **Injury** during a bona fide leave of absence or vacation.

Eligible Person means a person who is described in SECTION I.

Immediate Family Member means a person who is related to the **Insured Person** in any of the following ways: **Spouse**, partner to a civil union or **Civil Union** partner and/or dependent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or placed for adoption, or stepchild) or any person residing in the **Insured Person's** home.

Injury or Injuries means bodily harm or bodily damage.

Insured Person means a person who: (1) is an **Eligible Person** as described in SECTION I; (2) is an individual **Passenger** as defined below; and (3) has coverage in effect according to the terms of the **Policy**.

Mental and Nervous or Depressive Condition means mental, nervous or emotional diseases or disorders of any type including schizophrenia, dementia, organic brain syndrome, delirium, amnesia syndromes, and organic delusional or hallucinogenic syndromes.

Participating Organization is the entity shown on page 2 of the **Policy** and this **Certificate** as a participant in the Trucking Industry Passengers Group Insurance Trust.

Passenger means an **Eligible Person** who is traveling with an **Authorized Commercial Driver**, as defined above, who is under **Dispatch** and who has purchased coverage under the **Policy**. There must be a completed, approved Passenger Authorization Form for such **Passenger** on file with the **Participating Organization**. A **Passenger** can not operate the vehicle, load or unload cargo, secure or unsecure cargo, fuel, or participate in any other activity of the vehicle. In no event will the term "passenger" include a hitchhiker.

Passenger Accident Benefits means the benefits **We** will pay for **Covered Losses**, as shown in the **Schedule**, due to an **Accident** sustained by an **Insured Person** while he or she is traveling with an **Authorized Commercial Driver** who is under **Dispatch**.

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

Policy means the **Passenger Accident Insurance Policy** upon which this **Certificate** is based.

Policyholder is the **Trust** named as **Policyholder** on the front page of the **Policy** and this **Certificate**.

Pre-Existing Condition means a condition for which an **Insured Person** has sought or received medical advice or treatment during the twelve (12) months immediately preceding his or her effective date of coverage under the **Policy**.

Preferred Provider means a **Physician** or **Hospital** with which **We** have an agreement or contract to perform a covered service or treatment at an agreed upon rate, or a company which provides prescription drugs at an agreed upon rate to **Our Insured Persons**. In the following situations only, a non-preferred provider that an **Insured Person** uses will be deemed to be a **Preferred Provider**:

1. There is no **Preferred Provider** located within a 50-mile radius of the **Insured Person's** legal residence and it is not reasonable to expect him or her to seek treatment or services from a **Preferred Provider**;
2. The **Insured Person** received treatment or services under **Emergency Conditions** and it would not have been reasonable to expect him or her to have sought treatment or services from a **Preferred Provider**; or
3. The **Medically Necessary Accident Medical Services** the **Insured Person** required are not available through a **Preferred Provider**.

For purposes of this provision, an **Emergency Condition or Conditions** is where a **Covered Injury**: 1) renders an **Insured Person** unable to select a **Physician, Hospital**, or other health care provider; 2) requires an emergency responder to select a **Physician, Hospital**, or other health care provider without the **Insured Person's** prior approval; or 3) requires immediate medical care in order to prevent irreparable bodily harm or death and the nearest qualified **Physician, Hospital**, or other health care provider is a non-preferred provider.

Principal Sum means the amount of insurance in force under the **Policy** as described in the **Schedule** as applicable to each **Insured Person**.

Schedule is SECTION II of this **Certificate**.

Spouse means a person of the same or opposite sex who is legally married to the **Insured Person** under the laws of the state or jurisdiction in which the marriage took place.

Trust is the Trucking Industry Passengers Group Insurance Trust established by Atlantic Specialty Insurance Company on May 1, 2012 with the SunTrust Bank as **Trustee**.

Trustee is the SunTrust Bank located at 1445 New York Avenue, NW, Washington, DC 20005-2134.

We, Us and Our refers to Atlantic Specialty Insurance Company.

In Witness Whereof, We have caused the Policy to be executed and attested.



Kara L. B. Barrow, Secretary
Atlantic Specialty Insurance Company



Michael Miller, President
Atlantic Specialty Insurance Company

NOTE:

If the Insured Person is dissatisfied with the resolution reached through Our internal grievance system regarding medical necessity, the Director, Office of the Health Care Ombudsman and Bill of Rights may be contacted at:

**For Medical Necessity cases, District of Columbia Department of Health Care Finance
Office of the Health Care Ombudsman and Bill of Rights
899 North Capital Street, N.E., 6th Floor
Washington, DC 20002
1 (877) 685-6391
Fax: (202) 478-1397**

If the Insured Person is dissatisfied with the resolution reached through Our internal grievance system regarding all other grievances, the Commissioner may be contacted at:

**For Non-Medical Necessity cases, District of Columbia Department of Insurance,
Securities and Banking
810 First St. N.E., Suite 701
Washington, DC 20002
(202) 727-8000
Fax: (202) 354-1085**

DISTRICT OF COLUMBIA
SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND
CONSUMER PROTECTION

General Purposes

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association (“Guaranty Association”).

The purpose of this Guaranty Association is to assure that policy or contract holders of certain types of insurance policies and contracts are covered up to the statutory levels of protection of contractual benefits in the unlikely event that a member insurer is unable to meet its financial obligations and found by a court of law to be insolvent. When a member company is found by a court to be insolvent, the Guaranty Association will assess its other member insurers to provide benefits on any outstanding covered claims of persons who reside in the District of Columbia. However, this additional protection provided through the Guaranty Association is subjected to certain statutory limits explained under “Coverage Limitations” section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep them in-force, with no change in contractual rights or benefits.

Coverage

The District of Columbia Life and Health Insurance Guaranty Association (“Guaranty Association”), established pursuant to the Life and Health Guaranty Association Act of 1992 (“Act”), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 *et seq.*), provides insolvency protection for certain types of insurance policies and contracts. NOTE: Certain policies and contracts may not be covered or fully covered.

The insolvency protections provided by the Guaranty Association are generally conditioned on an individual being a resident of the District and are the insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or they are insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they live in another state.

Coverage Limitations

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- with respect to any one life, regardless of the number of policies, contracts, or certificates:
 1. \$300,000 in life insurance death benefits for any one life, including net cash surrender or net cash withdrawal values;
 2. \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
 3. \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
 4. \$300,000 for long-term insurance care benefits;
 5. \$300,000 for disability insurance;
 6. \$500,000 for basic hospital, medical, and surgical insurance or major medical insurance;
 7. \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long-term care insurance, including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 with respect to any one life (\$500,000 in the event of basic hospital, medical, and surgical, and major medical claims).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner regardless of the number of policies owned.

Exclusions Examples

Policy or contract holders are not protected by this Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits, or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

Consumer Protection

To learn more about the above referenced protections, please visit the Guaranty Association's website at www.dclifega.org. Additional questions may be directed to The District of Columbia Department of Insurance, Securities and Banking (DISB). They will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

**District of Columbia
Department of Insurance, Securities
And Banking
810 First Street, N.E., Suite 701
Washington, DC 20002
(202) 727-8000**

**District of Columbia
Life and Health Guaranty Association
1200 G Street, N.W.
Washington, DC 20005
(202) 434-8771**

Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and statutory coverage protections. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any right established in any policy or contract, or under the Act.

Our Policy Regarding Your Privacy

In order to provide the insurance products and services that respond to our customers' diverse needs, OneBeacon Insurance Group collects certain personal information. OneBeacon Insurance Group does not disclose any nonpublic personal information to any affiliated or nonaffiliated third party for marketing purposes. At OneBeacon Insurance Group, maintaining the confidentiality of our customers' personal information is of the highest importance. OneBeacon Insurance Group personal information-handling practices are governed by this privacy policy and are further regulated by law. This notice describes those practices and how they preserve your privacy in a way that permits OneBeacon Insurance Group to provide you with the products and service you demand.

Collection of Personal Information

We get most of our information directly from you. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. Depending on the nature of your insurance transaction, we may need additional information about you or other potential insureds from outside sources such as motor vehicle records, loss information reports, credit reports, court records or other public records. For property insurance, we may send someone to inspect your property and verify information about its value and condition, and a photo of the property may be taken.

We also may obtain information from third parties such as other insurance companies or consumer reporting agencies. A consumer report from such an agency may contain information as to credit worthiness and credit standing. If we order any kind of consumer report, upon request, we will tell you how to get a copy of the report. The agency preparing a consumer report for us may keep the information collected about you as permitted by law, and it may be disclosed to other persons.

Disclosure of Personal Information

Information which has been collected about you will be contained in either our policy records or in your producer's files. We review it in evaluating your request for insurance coverage and in determining your rates. We will also use information in our policy records for purposes related to issuing and servicing insurance policies and settling claims. OneBeacon Insurance Group may disclose personal information to others in order to service, process or administer business such as underwriting and claims operations. In this context, OneBeacon Insurance Group may disclose **(i)** information we receive from you on applications and other forms, including information such as assets, income, and identifying information such as name, address and social security number; **(ii)** transaction information such as information about balances, payment history and parties to the transaction; and **(iii)** information from consumer reporting agencies such as a consumer's credit worthiness and credit history.

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report, we will tell you as required by state law and the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report.

Parties to Whom Information May be Disclosed

OneBeacon Insurance Group will not disclose information about you to others without your written consent unless the disclosure is necessary to conduct our business. By law, OneBeacon Insurance Group is permitted to share information about you without prior permission under certain circumstances to certain persons and organizations such as:

- Your producer.
- Parties who perform a business, professional or insurance function for our company, including our reinsurance companies.
- Claim adjusters, appraisers, investigators and attorneys who need the information to investigate, defend or settle a claim involving you.
- Insurance support organizations which are established to collect information for the purpose of detecting and preventing insurance crimes and fraudulent claims.
- Insurance regulatory agencies in connection with the regulation of our business.
- Law enforcement or other governmental authorities to protect our legal interest, or in cases of suspected fraud or illegal activities.
- Authorized persons as ordered by subpoena, warrant or other court order or as required by law.
- Lien holder, mortgagee, assignee, lessor, or other person shown on our records or our producer's as having a legal or beneficial interest in a policy of insurance.
- Parties acting in a fiduciary or representative capacity to you (attorneys, accountants and auditors).
- Insurance rate advisory organizations.
- Parties enforcing OneBeacon Insurance Group rights in connection with the settlement of a debt, the transfer of interests or an audit.
- Parties administering transactions as requested or authorized by you.

Right of Access to Personal Information

You have the right to know what kind of information we keep in our files about you, to have reasonable access to it and to receive a copy. Write to us if you have questions about the information. Provide your complete name, address, type of policy and policy number that was issued or applied for with us. Mail your request to: Privacy Administrator, Post Office Box 254, Canton, MA, 02021-0254. Certain types of information generally collected when evaluating claims or possible lawsuits need not be disclosed to you.

Within thirty (30) business days of receipt of your request, we will inform you in writing of the nature and substance of retrievable recorded personal information about you in our files. You may review this information in person or receive a copy by mail. We will also identify the person or organization to which we have disclosed this information within the past two (2) years. In addition, you will be given the name and address of any consumer reporting agency which prepared a report about you so that you can contact them for a copy.

After you have reviewed the personal information about you in our file, you can write to us if you believe it should be corrected, amended or deleted. We will consider your request, and within thirty (30) days either change the information or tell you that we did not and state the reason. If we do not make changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant or fair information, and explaining which information on file you believe to be improper. We will notify persons designated by you to whom we have previously disclosed the information of the change or your statement. Subsequent disclosures we make also will include your statement.

Confidentiality and Security of Personal Information

Our company maintains appropriate standards and procedures to prevent unauthorized access to your information. OneBeacon Insurance Group limits employee access to personally identifiable information to those with a business reason for knowing such information. We educate our employees so that they will understand the importance of confidentiality of personal information and take appropriate measures to enforce privacy responsibilities.

Treatment of Personal Information of Former Customers

OneBeacon Insurance Group follows this personal information privacy policy even when a customer relationship no longer exists.

If you have additional questions about the privacy of your personal information or about your insurance needs in general, please contact your producer.

Effective July 1, 2001