

# Blanket Accident Insurance

**Underwritten by:**  
**Federal Insurance Company,**  
a member insurer of the Chubb Group of  
Insurance Companies  
202 Halls Mill Road, PO Box 1615  
Whitehouse Station, NJ 08889-1615

**Administered by:**  
Motor Club of America Enterprises, Inc  
3200 W. WILSHIRE  
OKLAHOMA CITY, OK 73116

## Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, 9908-72-47, which can be obtained from the Policy Administrator.

**POLICYHOLDER:** Motor Club of America Enterprises, Inc

**GROUP POLICY NO.:** 9908-72-47

**CLASS DESCRIPTION:** All Pro-Driver Platinum, Fleet Platinum, Small Group Platinum and ACA Plan members of the policyholder.

**EFFECTIVE DATE OF INSURANCE** – Insurance becomes effective on the latest of 1) the effective date of the group master policy, 2) the date on which a person first meets the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for an Insured Person's insurance, or 3) the date on which an Insured Person ceases to meet the eligibility criteria.

### WHEN COVERAGE APPLIES

Insured Persons are covered for a Benefit Amount, as listed below, while an Insured Person is entering, exiting, driving or riding in a Private Passenger Automobile.

This Private Passenger Automobile Business and Pleasure Hazard does not apply while an Insured Person is:

- 1) driving or riding as a passenger in, entering or exiting a Private Passenger Automobile in a race or contest of any type; or
- 2) in any vehicle that is licensed to carry passengers for hire.

### ACCIDENTAL DEATH BENEFITS

We will pay the applicable Benefit Amount if an Accident results in a covered Loss not otherwise excluded. The Accident must result from an insured Hazard and occur while an Insured Person is insured under this policy, while it is in force. The covered Loss must occur within one (1) year after the Accident.

**BENEFIT AMOUNT** – \$10,000

<b>Accidental:</b>	<b>Benefit Amounts (Percentage of Principal Sum)</b>
<u>Loss of Life</u>	100%
<u>Loss of Speech and Loss of Hearing</u>	100%
<u>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</u>	100%
<u>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</u>	100%
<u>Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</u>	100%
<u>Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)</u>	50%
<u>Loss of Speech or Loss of Hearing</u>	50%
<u>Loss of Thumb and Index Finger of the same hand</u>	25%

If an Insured Person suffers multiple covered Losses as the result of one (1) Accident, then We will only pay the single largest Benefit Amount applicable to all such covered Losses.

**Extensions of Insurance: Disappearance** If an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which an Insured Person was an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of this policy, that an Insured Person has suffered Loss of Life insured under this policy. **Exposure** If an Accident resulting from an insured Hazard causes an Insured Person to be unavoidably exposed to the elements and as a result of such exposure an Insured Person has a Loss, then such Loss will be insured under this policy.

## EXCLUSIONS

**This insurance does not apply to any Accident, Accidental Bodily Injury or Loss when: 1) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any Accident, Accidental Bodily Injury or Loss; or 2) there is any other legal prohibition against providing insurance of any Accident, Accidental Bodily Injury or Loss. In addition no benefits will be paid for any Accident caused by or resulting from any of the following:** 1) an Insured Person being in, entering, or exiting any aircraft: a) owned, leased or operated by the Policyholder or on the Policyholder's behalf; or b) operated by an employee of the Policyholder on the Policyholder's behalf.; 2) an Insured Person riding as a passenger in, entering or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); 3) an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof. (This exclusion does not apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria.); 4) an Insured Person's commission or attempted commission of any illegal act, including but not limited to any felony; 5) while an Insured Person is incarcerated after conviction; 6) an Insured Person being intoxicated, while operating a motorized vehicle at the time of an Accident. (Intoxication is defined by the laws of the jurisdiction where such Accident occurs.); 7) an Insured Person being under the influence of any narcotic or other controlled substance at the time of an Accident. (This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.); 8) an Insured Person being engaged in or participating in a motorized vehicular race or speed contest; 9) an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority (This exclusion does not apply to the first 60 consecutive days of active military service with the armed forces of any country or established international authority); 10) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 11) a declared or undeclared War while serving in the military service or any auxiliary unit attached thereto.

## DEFINITIONS

**Accident or Accidental** means an event which: 1) is independent of illness, disease or other bodily malfunction or any other cause; 2) occurs while the Insured Person is insured under this policy which is in force; and 3) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury, which is: 1) Accidental; 2) the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. Accidental Bodily Injury does not include conditions caused by repetitive motion injuries, or cumulative trauma not a result of an Accident, including, but not limited to: 1) Osgood-Schlatter's Disease; 2) bursitis; 3) Chondromalacia; 4) shin splints; 5) stress fractures; 6) tendinitis; and 7) Carpal Tunnel Syndrome. **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident; 2) to an Insured Person; and 3) for the applicable Hazard. **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. **Dependent Child** means a Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a Primary Insured Person. The Primary Insured Person must be a legal guardian for the Dependent Child who must be: 1) under the age of nineteen (19); 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or 3) classified as an Incapacitated Dependent Child. **Domestic Partner** means a person designated in writing at enrollment by a Primary Insured Person who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to the Primary Insured Person by blood; 3) has exclusively lived with the Primary Insured Person for at least twelve (12) months prior to the date of enrollment; 4) is not legally married or separated; and 5) as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither the Primary Insured Person nor the Domestic Partner can be married to, nor be in a civil union with anyone else. **Immediate Family Member** means an Insured Person's: 1) Spouse or Domestic Partner; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. Immediate Family Member also means a Spouse's or Domestic Partner's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a Primary Insured Person for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of nineteen (19); or 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning. **Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade. **Insured Person** means a person, qualifying as a Class member: 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid. **Loss** means

Accidental: Loss of Foot, Loss of Hand, Loss of Hearing, Loss of Life, Loss of Sight, Loss of Sight of One Eye, Loss of Speech, Loss of Thumb and Index Finger, Loss must occur within one (1) year after the Accident. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hand** means complete severance, as determined by a Physician, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician. **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident. **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include 1) an Insured Person, 2) an Immediate Family Member. **Policyholder** means Motor Club of America. **Primary Insured Person** means an Insured Person who 1) has a direct relationship with the Policyholder, and 2) where applicable elects insurance under this policy. **Private Passenger Automobile** means a four wheeled motor vehicle with a maximum seating capacity of nine (9) people, manufactured, designed and registered as a private passenger vehicle for travel on public roads. **Spouse** means an Insured Person's husband or wife or who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides. **War** means: 1) hostilities following a formal declaration of War by a governmental authority; 2) in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **We, Us and Our** means Federal Insurance Company.

## BENEFICIARY

The Benefit Amount for covered Loss of Life will be paid to the beneficiary designated by an Insured Person. Any Benefit Amount payable due to the Loss of Life of a Dependent Child will be paid to the Primary Insured Person, absent any beneficiary designation by the Dependent Child. If an Insured Person has not chosen a beneficiary or if there is no beneficiary alive when the Insured Person dies, then We will pay the Benefit Amount for Loss of Life to the first surviving party in the following order: 1) the Insured Person's Spouse or Domestic Partner; 2) in equal shares to the Insured Person's surviving children; 3) in equal shares to the Insured Person's surviving parents; 4) in equal shares to the Insured Person's surviving brothers and sisters; 5) the Insured Person's estate. All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by an Insured Person or an Insured Person's designee, or unless otherwise noted in this policy. If any beneficiary has not reached the legal age of majority, then We will pay such beneficiary's legal guardian.

## CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to Us or any of Our brokers or appointed agents within twenty (20) days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the Insured Person and Policyholder. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send the Insured Person or the Insured Person's designee, within fifteen (15) days, forms for giving Proof of Loss to Us. If the Insured Person or the Insured Person's designee does not receive the forms, then the Insured Person or an Insured Person's designee should send Us a written description of the Loss. This written description should include information detailing the occurrence, type and extent of the Loss for which the claim is made. **Claim Proof of Loss:** For claims involving disability, complete Proof of Loss must be given to Us within ninety (90) days after commencement of the period for which We are liable. Subsequent written proof of the continuance of such disability must be given to Us at such intervals as We may reasonably require. For all claims except those involving disability, complete Proof of Loss must be given to Us within ninety (90) days after the date of Loss, or as soon as reasonably possible. Failure to give complete Proof of Loss within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete Proof of Loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** For benefits payable involving disability, We will pay the Insured Person the applicable Benefit Amount no less frequently than monthly during the period for which We are liable. All payments by Us are subject to receipt of complete Proof of Loss. The discontinuance of the policy will not affect valid benefits payable involving disability commencing while this policy is in force. For all benefits payable under this policy except those for disability, We will pay the Insured Person or beneficiary the applicable Benefit Amount within forty-five (45) days after We receive complete Proof of Loss if the Insured Person, the Policyholder and the beneficiary, where applicable, have complied with all the terms of this policy.

### **HOW TO FILE A CLAIM**

To file a claim, contact the Claim Administrator. Complete all items on the required claim form, attach all appropriate documents, and mail to: Broadspire, a Crawford Company, P.O. Box 459084, Sunrise, FL 33345. PHONE NUMBER 855-830-3719  
Fax Number 855-830-3728.

### **GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES**

This policy is governed by the laws of the jurisdiction in which it is delivered to the Policyholder. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.