

**Voluntary Accident Insurance Underwritten by:
Federal Insurance Company,
a Chubb Company**

202B Halls Mill Road
Whitehouse Station, NJ 08889

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, 9908-24-75 which can be obtained from the Policy Administrator.

POLICY INFORMATION

POLICYHOLDER: AAA Midstates

GROUP POLICY NO.: 9908-24-75

BENEFIT AMOUNT: \$5,000 of Accidental Death & Dismemberment and \$1,200 of Accident Medical Expense

MEMBER ELIGIBILITY

ELIGIBILITY - All Members of the Policyholder, as on file with the policyholder, who have elected coverage and pay the required premium.

EFFECTIVE DATE OF INSURANCE – Insurance becomes effective on the latest of 1) the effective date of the 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.

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 year after the Accident, except that this one (1) year period shall not apply to Loss of Life. Insured Persons are covered while entering, exiting, driving or riding in a Private Passenger Automobile; while in, entering or exiting a Common Carrier or a Conveyance operated by a military transport service as an emergency replacement for a Common Carrier; while involved in the wrecking of a motor-driven farm machine or implement which the member is operating while engaged in the performance of farm duties; or being accidentally shot while hunting in a field; or being struck by a golf ball or club while playing golf, or as a spectator on a golf course; or while ice skating, snow-skiing, snow-boarding or water-skiing; or while swimming at a public beach or pool during the time the lifeguard is on duty; or while engaged in non-commercial fishing or boating; being struck by a baseball while a spectator at an organized professional baseball game; or while involved in a Private Passenger Automobile accident as a pedestrian or bicyclist when the pedestrian or bicyclist is obeying the road rules as posted in the vicinity of the accident; or while operating a motorcycle that complies with safety standards, is street legal and operated by a properly licensed Insured. Coverage also includes while getting on or off of a motorcycle.

Accidental Death and Dismemberment Benefit

100% of the Benefit Amount is payable for Accidental: loss of life; loss of speech and loss of hearing; loss of speech and one of: loss of hand, foot or sight of one eye; loss of hearing and one of: loss of hand, foot or sight of one eye; loss of both hands, both feet, loss of sight or any combination thereof. **50%** of the Benefit Amount is payable for Accidental: loss of hand, foot or sight of one eye (any one of each); loss of speech or loss of hearing. **25%** of the Benefit Amount is payable for Accidental: loss of thumb and index finger of the same hand.

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

Accident Medical Expense

Accident Medical Expense reimburses up to \$1,200 if Accidental Bodily Injury causes an Insured Person to first incur Medical Expenses for care and treatment of the Accidental Bodily Injury within ninety (90) days after an Accident. Accident Medical Expense is payable only for Medical Expenses incurred within 52 weeks after the date of the Accident causing the Accidental Bodily Injury. The Benefit Amount for Accident Medical Expense does not apply to charges and services: 1) for which an Insured Person has no obligation to pay; 2) for any injury where worker's compensation benefits or occupational injury benefits are payable; 3) for any injury occurring while fighting, except in self-defense; or 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or 5) for treatment by a person employed or retained by the Policyholder 6) for treatment involving conditions caused by repetitive motion injuries, or cumulative trauma and not as the result of an Accidental Bodily Injury. This insurance applies only to Medically Necessary charges and services.

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

Insurance does not apply to any Accident, Accidental Bodily Injury or Loss when the United States of America has imposed any trade sanctions prohibiting the insurance, or there is any other legal prohibition against providing the insurance. In addition no benefits will be paid for any Accident, Accidental Bodily Injury or Loss caused by or resulting from any of the following: 1) 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); 2) 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 doesn't apply to bacterial infection caused by an Accident or by Accidental consumption of a substance contaminated by bacteria); 3) an Insured Person's commission or attempted commission of a felony or being engaged in an illegal occupation; 4) an Insured Person being incarcerated after conviction; 5) an Insured Person being intoxicated while driving a vehicle at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs; 6) an Insured Person being under the influence of any narcotic unless administered on the advice of a Physician; 7) 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); 8) an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury; 9) a declared or undeclared War.

DEFINITIONS

Accident or Accidental means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) occurs while the Insured Person is insured under this policy which is in force; and 4) 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. **Benefit Amount** means the amount stated which applies: 1) at the time of an Accident; 2) to an Insured Person; and 3) for an applicable Hazard. **Common Carrier** means any motorized land, water or air Conveyance, operated by an organization other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an individual under contract. Common Carrier does not include any Conveyance used for recreational activities. **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. **Domestic Partner** means a person designated by a Primary Insured Person who is registered as a Domestic Partner under laws of the governing jurisdiction or who: 1) is at least eighteen 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 one (1) year 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 in a civil union with, anyone else. **Hospital** means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by the Joint Commission on Accreditation of Hospitals; 3) operates for the reception, care and treatment of sick, ailing or injured persons as inpatients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5) provides twenty-four (24 hour) nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. **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. **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 year after the Accident except for Loss of Life. **Loss of Foot** means the total and permanent loss of function of a foot. In the event of a severance, 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 the total and permanent loss of function of a hand. In the event of a severance, 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. **Loss of Sight** means permanent loss of sight to the extent of legal blindness. **Loss of Sight of One Eye** means permanent loss of sight to the extent of legal blindness. **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 the total and permanent loss of

function. In the event of a severance, 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. **Medical Expense** means the Reasonable and Customary Charges for Medical Services for the care and treatment of Accidental Bodily Injuries sustained in an Accident. **Medically Necessary** means a medical or dental service, supply or course of treatment which: 1) is ordered or prescribed by a Physician; 2) is appropriate and consistent with the patient's diagnosis; 3) is in accord with current accepted medical or dental practice; and 4) could not be eliminated without adversely affecting the patient's condition. **Medical Services** means Medically Necessary services, including but not limited to: 1) medical care and treatment by a Physician; 2) Hospital room and board and Hospital care, both inpatient and outpatient; 3) drugs and medicines required and prescribed by a Physician; 4) diagnostic tests and x-rays prescribed by a Physician; 5) transportation of an Insured Person in an emergency transportation vehicle from the location where such Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained; 6) dental care and treatment due to Accidental Bodily Injury; 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy; 8) treatment performed by a licensed medical professional when prescribed by a Physician, if hospitalization would have been otherwise required; 9) rental of durable medical equipment; 10) artificial limbs and other prosthetic devices; 11) orthopedic appliances or braces; 12) eyeglasses, contact lenses and other vision or hearing aids. **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; 3) an Insured Person's employer or business partner; or 4) the Policyholder. **Policyholder** means AAA Southern Penn; **Primary Insured Person** means an Insured Person who 1) has a direct relationship with the Policyholder; and 2) elects insurance under the policy; and 3) pays the required premium for the insurance elected. **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. **Reasonable and Customary Charge** means the lesser of: 1) a Physician's or other health care provider's actual charge, or 2) the usual charge for a given service or supply; or 3) the charge We determine to be the prevailing charge for a given service or supply in the geographical area where it is furnished. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides. **We, Us and Our** means Federal Insurance Company.

BENEFICIARY

A) Designation - An Insured Person has the right to designate a beneficiary. The Primary Insured Person shall have the sole right to designate a beneficiary for any Dependent Child who is a minor. All beneficiary designations must be: 1) in writing; 2) filed with the Policyholder; and 3) provided to Us at the time of claim; or 4) at such other time as We may require. B) Change - The Insured Person, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The Insured Person does not need the consent of anyone to do so. All beneficiary changes must be: 1) in writing; 2) filed with the Policyholder; and 3) provided to Us at the time of claim or at such other time as We may require. We do not assume any responsibility for the validity of these changes. C) Payment - The Benefit Amount for covered Loss of Life will be paid to the beneficiary designated by an Insured Person. If an Insured Person has not chosen a beneficiary or if there is no beneficiary alive when an Insured Person dies, then We will pay the Benefit Amount to an 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 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 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 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 termination 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. 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. 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. **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 Proof of Loss. For all benefits payable under this policy except those for disability, We will pay the Insured Person or beneficiary the applicable Benefit Amount immediately after We receive Proof of Loss if the Insured Person, the Policyholder and beneficiary, where applicable, have complied with all the terms of this policy.

HOW TO FILE A CLAIM

To file a claim directly with Federal Insurance Company contact the Claim Administrator, Administrative Concepts, Inc. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Administrative Concepts, Inc., 400 Campus Dr. Suite 300, Collegetown, PA 19426 610-293-9229 ALL CUSTOMER SERVICE RELATED ISSUES INCLUDING BUT NOT LIMITED TO ENROLLMENT, FULFILLMENT, GENERAL QUESTIONS, & PAYMENT QUESTIONS SHOULD BE DIRECTED TO THE PLAN ADMINISTRATOR NOTED ABOVE AND NOT FEDERAL INSURANCE COMPANY.