

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

202B Hall's 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 summary 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 9908-07-49 on file with the administrator.

**POLICY INFORMATION**

**POLICYHOLDER:** ROK Services, LLC.

**GROUP POLICY NO:** 9908-07-49

**Insured Persons:** All eligible Subscribers as on file with the Policyholder

<u>Hazard</u>	<u>Benefit Amount</u>
24 Hour Business and Pleasure	\$100,000

**Burial and Cremation Benefit**

We will also reimburse up to \$20,000, for burial or cremation expenses if an **Insured Person** suffers an **Accident** resulting in a covered **Loss of Life**.

**EFFECTIVE DATE OF INSURANCE – 10/01/2016** Insurance becomes effective on the latest of: 1) the date on which a person first meets the eligibility criteria as an **Insured Person**, or 2) the beginning of the period for which required premium is paid for such **Insured Person**.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date the policy ends; 2) the expiration of the period for which required premium has been paid for such **Insured Person**; 3) the date on which a person ceases to meet the eligibility criteria as an **Insured Person**.

**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 the **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one year after the **Accident**. **Insured Persons** are covered 24 hours a day, 365 days a year, while on business or pleasure.

**Accidental Death Benefit:**

100% of the **Benefit Amount** is payable for **Accidental: Loss of Life**; **Loss** must occur within one (1) year after the **Accident**.

**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.

### Reduction of Benefit Amount:

If an **Insured Person** is age 70 or older on the date of an **Accident** causing **Loss**, then the **Benefit Amount** payable will be reduced according to the following schedule.

<u>Age on Date of Accident</u>	<u>Amount of Benefit Amount after Reduction:</u>
70-74	65%
75-79	45%
80-84	30%
85 and Over	15%

### Aggregate Limit of Insurance:

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance of \$5,000,000 per **Accident**. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

### EXCLUSIONS

Insurance does not apply to any **Accident**, **Accidental Bodily Injury** or **Loss** when the United States of America has imposed any **trades 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** 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** being 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 an **Insured Person's** 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) **Loss** caused by or resulting from any occurrence while an **Insured Person** is incarcerated after conviction; 6) from an **Insured Person** being intoxicated at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs; 7) from 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** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority. 9) an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury. 10) a declared or undeclared War

### DEFINITIONS

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) arises from a source external to an **Insured Person**; 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 4) occurs while the **Insured Person** is insured under the policy which is in force; and 5) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury, which: 1) is **Accidental**; 2) is the direct cause of a loss; and occurs while an **Insured Person** is insured under this policy, which is in force. **Accidental Bodily Injury** does not mean a **Repetitive Motion Injury**. **Benefit Amount** means the amount stated in the Schedule of Benefits for this policy which applies: 1) at the time of an **Accident**; 2) to an **Insured Person**; and 3) for the applicable Hazard. **Company** means FEDERAL INSURANCE COMPANY; **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 **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and 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 by a **Primary Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or 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 and 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 and 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 Life**. **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**. **Physician** means a license 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 ROK Services, LLC. **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. **Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, tendinitis and Carpal Tunnel Syndrome. **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 **Loss of Life** benefit will be paid to the beneficiary designated by You. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) Your **Spouse** or **Domestic Partner**, b) in equal shares to Your surviving children, c) in equal shares to Your surviving parents, d) in equal shares to Your surviving brothers and sisters, e) Your estate. All other benefits will be paid to You or Your designee, or unless otherwise noted.

## 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:** Complete Proof of Loss must be given to **Us** within 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 year after the deadline to submit complete Proof of Loss, except in cases where the claimant lacks legal capacity. **Claim Payment:** **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

### **Governing Jurisdiction and Conformance With Statutes**

The group 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.

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

**HOW TO FILE A CLAIM:** To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, a Crawford company, P.O. Box 792190, San Antonio, TX 78279, PHONE NUMBER 855-307-9249 Fax Number 855-830-3719. Please reference Policy # 9908-07-49

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