

# ACCIDENT INSURANCE

## PROGRAM BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

*It Could Be the Smartest Move you'll ever make*

### **Highlights**

Accident insurance can be extremely important in the event a member of your organization involved in an accident while deadheading or in an accident while traveling in private or employer-provided transportation to or from work assignments only. No matter what precautions we take, accidents DO happen.

Brotherhood of Locomotive Engineers and Trainmen is providing your local division with the opportunity to purchase Accidental Death & Dismemberment coverage, including Weekly Wage Indemnity and Permanent Total Disability Insurance for your group.

### **Coverage**

If your group elects to participate, members are covered 24-hours a day, 365 days a year against covered accidents occurring while participating in the covered activity for only to and from work assignments (except as limited by the Program's exclusions and

limitations).

### ***Principal Sum Amount***

Your group may select the Program that best fits their needs.

Program 1	
<u>Maximum Amount</u>	<u>Benefit</u>
\$500,000	Accidental Death, Dismemberment, and Paralysis
\$550	Weekly Accident Indemnity
\$3,000,000	Aggregate per Accident

Program 2	
<u>Maximum Amount</u>	<u>Benefit</u>
\$300,000	Permanent Total Disability

## **Cost of Insurance**

*All rates per member per month.*

Program 1	\$ 2.55
Program 2	\$10.45

## **Effective and Termination Date**

**Effective Date** .The Policy begins on the Policy Effective Date Shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where the Policy is delivered.

**Termination Date** . Either the Company or Policyholder may terminate the Policy on any premium due date by giving 31 days advance notice in writing to the other party. Except for the nonpayment of the required premium or the failure to meet the required underwriting standards, the Company will not terminate the Policy prior to the first anniversary date of the Effective Date of this Policy. The Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. The Policy terminates automatically on the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of the termination.

## **Benefits and Coverages**

### **Accidental Death, Dismemberment, and Paralysis**

If Injury results due to a covered loss within 365 days of the date of the accident that caused the Injury, the Plan will pay in one sum the indicated percentage of Principal Sum as follows:

<b>Loss of</b>	<b>Percentage</b>
Life	100%
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%
Speech and Hearing in Both Ears	100%
The Sight of One Eye	50%
One Hand or One Foot	50%
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of the Same Hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits. "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. "Limb" means entire arm or entire leg. *If you sustain more than one Loss as a result of the same accident, only one amount, the largest, will be paid.*

"Injury" means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which occurs under the circumstances described in a Hazard applicable to that person; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss under a Benefit applicable to such Hazard.

### **Permanent Total Disability Benefit**

If, as a result of an Injury, the insured person is rendered Permanently Totally Disabled within 180 days of the accident, that caused the Injury, and if the Permanent Total Disability due to that Injury continues for a period of 6 consecutive months, the Company will pay a monthly benefit of 1.667% of the Principal Sum, starting with the 7th consecutive month of Permanent Total Disability. The benefit payable monthly as long as the insured person remains continuously Permanently Totally Disabled due to that Injury, but ceases on the earliest of: 1) the date the insured person ceases to be Permanently Totally Disabled due to the Injury; 2) the date the insured person dies; or 3) the date the total amount of monthly Permanent Total Disability benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum.

### **Weekly Accident Indemnity Benefit**

If as the result of an injury, the insured person is rendered Totally Disabled within 30 days of the accident that caused the Injury, the Company will **pay a** benefit after **14 day(s)** of Total Disability due to that Injury in any one Period of Disability, retroactive to the first day of Total Disability in that Period of Disability. The amount of the benefit per week is the lesser of: 1) \$550; or 2) 100% of weekly earnings. The amount of weekly benefit payable is accrued and payable on a monthly basis so long as the insured person remains Totally Disabled due to that Injury in that Period of Disability, up to a maximum of 26 weeks for all Periods of Disability resulting from all Injuries caused by the same accident. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing Total Disability. No benefits are payable if the insured person had no earnings at the time of the accident causing the Injury from an occupation, job, or work being performed at that time.

### **Reduction Schedule**

The amount payable for a loss will be reduced if an insured person is age 70 or older on the date of the accident causing the loss with respect to any benefit provided by the Program where the amount payable for the loss is determined as a percentage of that person's Principal Sum. The amount payable under that benefit is a percentage of the amount that would otherwise be payable, according to the following schedule:

AGE ON DATE OF <b>ACCIDENT</b>	PERCENTAGE OF AMOUNT OTHERWISE PAYABLE
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premiums for an insured person age 70 and older will be based on 100% of the Principal Sum in effect as though the covered person were under age 70.

"Age" as used above refers to the covered person's age at that person's most recent birthday, regardless of the actual time of birth.

## **Limitations**

### **Limitation of Multiple Benefits**

If an insured person suffers one or more losses from the same accident for which amounts are payable

under more than one of the benefits provided by the plan, the maximum amount payable under all the benefits combined will not exceed the amount payable for one of the losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Paralysis Benefit, or Permanent Total Disability.

### **Limitation on Multiple Covered Activities**

If an Ensured person is injured by an accident that occurs while the insured person is participating in more than one covered activity, and if the same benefit applies to that insured person with respect to more than one covered activity, then for plan purposes, the Maximum Amount for the benefit for that insured person for that accident will be largest Maximum Amount for that benefit for that person.

### **Aggregate Limit**

The maximum amount payable under the plan may be reduced if more than one insured person suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following benefits provided by the plan: Accidental Death Benefit, Accidental Dismemberment Benefit, Paralysis Benefit, or Permanent Total Disability Benefit. The maximum amount payable for all such losses for all insured persons under all those benefits combined will not exceed \$3,000,000. If the combined maximum amount otherwise payable for all insured persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each insured person for all such losses under all those benefits combined.

3

## **Definitions**

**Covered Activity** . means deadheading or in an accident while traveling in private or employer-provided transportation to or from work assignments only.

**Dead-Heading** . means the transporting of an employee by private or company provided transportation. The employee will be covered while driving himself in his own vehicle, or driving a company vehicle, and also as a passenger in either a private or company vehicle to and from work assignments ONLY. In an accident, the driver and the passenger(s) will be covered when there is deemed to be no Federal Employee Liability Act Coverage to and from work assignments.

**Immediate Family Member** . means a person who is related to the Insured Person in any of the following ways: spouse, 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 stepchild).

**Insured** . means a person: (1) who is a member of an eligible class of persons described in the Classification of Eligible Persons section of the Declarations section of the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Insured Person** . means an Insured.

**Period of Disability** . means a period of consecutive days of continuous Total Disability.

**Permanently Totally Disabled / Permanent Total Disability** . means that the Insured is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience, or training. However, with respect to an Insured Person for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means that the insured person is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the insured person immediately prior to the accident.

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

**Totally Disabled / Total Disability** . means that the insured person is unable to perform each and every duty of his or her Occupation for any employer.

Trip means a trip taken by an Insured which begins when the Insured leaves his or her residence or place of regular employment for the purpose of going on a trip (whichever occurs last), and is deemed to end when the Insured returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured is on an authorized leave of absence or vacation or travel to and from the Insured's place of regular employment,

## **Claims**

Written notice of claim must be given to The Underwriting Company, within 20 days after an Insured Person's loss or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to The Underwriting Company, at American International Companies, Accident & Health Claims Division, P.O. Box 15701, Wilmington, DE 19850-5701, with information sufficient to identify the Insured Person, is deemed notice to The Underwriting Company.

### **• Program Exclusions**

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury:

- (1) suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury or auto-eroticism;
- (2) sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these
- (3) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator, or crew member, unless specifically provided by this Policy;
- (4) full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Covered Person is not covered due to his or her active duty status (will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.);
- (5) the insured person being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance;
- (6) the insured person's commission of or attempt to commit a crime;
- (7) infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes;
- (8) declared or undeclared war, or any act of declared or undeclared war;
- (9) the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity;
- (10) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

**For More Information, Contact:**

Casteel Insurance Agency

Phone: (870)512-8364

Phone: (870) 523 .9323

IMPORTANT NOTICE: This is a brief description of the coverage(s) available under policy series C1186ODBG. The Policy contains reductions, limitations, exclusions, general provisions, claims and termination provisions. Full details of coverage are contained in the Policy. If any conflict arises between this document and the Master Policy SAG 9109589, the terms and conditions of the Master Policy will govern in all cases. Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa, with its principal place of business in New York, NY.

A

**.AIG Companies'~**

Form# 1005