



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**GREAT AMERICAN INSURANCE GROUP®  
PRIVACY NOTICE  
AND  
NOTICE OF INSURANCE INFORMATION PRACTICES**

Great American Insurance Company  
Great American Alliance Insurance Company  
Great American Assurance Company  
Great American Casualty Insurance Company  
Great American Contemporary Insurance Company  
Great American E & S Insurance Company  
Great American Fidelity Insurance Company  
Great American Insurance Company of New York  
Great American Lloyd's Insurance Company  
Great American Protection Insurance Company  
Great American Security Insurance Company  
Great American Spirit Insurance Company

American Empire Surplus Lines Insurance Company  
American Empire Insurance Company  
American Empire Underwriters, Inc.

Crop Managers Insurance Agency, Inc.  
Dempsey & Siders Agency, Inc.  
Eden Park Insurance Brokers, Inc.  
Farmers Crop Insurance Alliance, Inc.  
GAI Warranty Company  
GAI Warranty Company of Florida  
Great American Insurance Agency, Inc.  
Great American Lloyd's, Inc.  
Great American Professional Risk Insurance Services  
High Seas Insurance Agencies  
Premier Lease & Loan Services Insurance Agency, Inc.  
Premier Lease & Loan Services of Canada, Inc.  
Strategic Comp, L.L.C.  
Strategic Comp Services, L.L.C.

The members of Great American Insurance Group ("Great American," including those companies listed in this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding nonpublic personal information (referred to as "data" in this notice) we receive about you. We want you to understand how we gather data about you and how we protect it. The terms of this Notice apply to those individuals who inquire about or obtain insurance from Great American primarily for personal, family or household purposes.

We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Great American.

Great American does not share your data except as allowed by law. As a result, you do not need to take any action under this Notice. If we change our practices in the future, we will advise you. If applicable, we will allow you to "opt-out" of certain sharing.

## **1. What kind of data is collected about you?**

We get most of our data about you directly from you, such as your name, address, social security number, income level and certain other financial data. We collect data that you provide during the insurance application process and by other contact with you by mail and over the phone.

In some cases we may need additional data or may need to verify data you have given us. In those cases, we may obtain data from outside sources at our own expense. For instance, we may collect data from consumer reporting agencies such as credit worthiness and history or employment history. If you send a written request to the address below, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you become our customer, we may collect data related to our experiences and transactions with you. This could include data such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, we will retain data collected by a claims representative and police or fire reports.

We may also collect data about you from our affiliates regarding their transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related data, except as allowed or required by law.

Finally, we may collect data when you visit our website or when you email us. We do not sell this or any other data about you to anyone.

## **2. What do we do with data about you?**

Data about you will be kept in our records. We may disclose data to issue and service policies and settle claims. Generally, we will not disclose data about you to any outside group without your prior authorization. However, we may, as allowed by law, share data that we collect as set forth below.

We may disclose data to your insurance agent.

We may disclose data to persons who represent you, including your attorney or trustee.

We may disclose data to adjusters, appraisers, auditors, investigators and attorneys.

We may disclose data to those who need the data to perform a business, professional or insurance function for us.

We may disclose data to other insurance companies, agents or consumer reporting agencies, in

connection with any insurance application, policy or claim involving you.

We may disclose data to medical providers to inform you of a medical condition of which you may not be aware and for claims payment purposes.

We may disclose data to others that conduct research, provided that no individual data may be identified in any research study report.

We may disclose data, other than health data, to others that perform marketing services on our behalf.

We may disclose data to our affiliated companies to market products to you and for other purposes. The law does not allow you to restrict this sharing.

We may disclose data to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We will only disclose your health data in the following ways:

as allowed or required by law;

with your written consent;

to underwrite or administer your policy, claim or account; or

in a manner as previously disclosed to you by us when we collect your health data.

When we disclose your data to third parties for certain purposes described above, we will require them to use your data only for its intended purpose.

### **3. Who has access to your data?**

The only people who have access to your data are those who need it to provide or support the provision of products or services to you. We use a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your data. We have educated our employees about this Notice and the importance of customer privacy.

### **4. How can you review recorded data about you?**

You have the right to access and inspect most of the data that we collect about you. To access your data please send a written request to the address below stating that you would like to access your data. Either you or your personal representative must sign this request and provide a copy of your driver's license or other valid photo identification. You also have the right to request that we correct any data that you believe is incorrect. To amend your data, please send us a written request, at the address below, stating what data you believe needs correcting. Once again, either you or your personal representative must sign this request. If you submit a request to amend your data, we will investigate. If we agree, we will correct our records. Even if we do not correct the data, you have the right to file with us a written statement of dispute, which we will include, in any future disclosure of the data.

If you have any questions about our privacy policy, please write to us at:

**GREAT AMERICAN INSURANCE COMPANY**  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Attn: Compliance Office - Privacy

## **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 the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the 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 the coverage in-force, with no change in contractual rights or benefits.

### **Coverage**

The 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.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or 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 reside 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:

- \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
- \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 for long-term care insurance benefits;
- \$300,000 for disability insurance benefits;
- \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
- \$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 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

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 of regardless of the number of policies owned.

### **Exclusions Examples**

Policy or contract holders are not protected by the 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](http://www.dclifega.org). Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and 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 the amounts of coverage provided under the Act. 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 the 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 rights established in any policy or contract or under the Act.



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BSR 5000 (Ed. 01/15)

## GREAT AMERICAN INSURANCE COMPANY

### MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE

Application is hereby made for a plan of blanket accident insurance based on the following statements and representations:

#### 1. Identification of Policyholder

Name of Applicant (Full Legal Name): CrossFit, Inc.  
Address of Applicant: 1250 Connecticut Avenue N.W., Suite 200  
Washington, DC 20036

#### 2. Classes of Eligible Persons

Class	Description of Class
1	All registered member participants of the Policyholder or its licensed US Affiliates.
2	All registered Special Event participants of the Policyholder or its licensed US Affiliates.

#### 3. Covered Activities

##### Applicable to Class 1 and 2

While participating in sponsored activities of the Policyholder, excluding travel to and from home.

#### 4. Benefits

Accidental Death and Dismemberment  
Paralysis  
Accident Medical Expense Benefits

#### 5. Premiums:

It is understood and agreed that the premium shall be:

##### Class 1:

Membership 1 to 100 participants - \$2.75 per member participant  
Membership 101 to 200 participants - \$2.25 per member participant  
Membership 201 or greater participants - \$1.75 per member participant

##### Class 2:

\$0.20 per member participant per day, subject to a minimum premium of \$100 per Special Event

Such premiums are due and payable in the following manner:

Yearly, on or before the Policy Effective Date.

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this application is received and approved by us based on our current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

**NOTICE: This is a limited benefit policy. It does not provide comprehensive health insurance coverage. It does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.**

***For residents of the District of Columbia:*** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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Signed for the Policyholder

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Title

---

Date

---

Signed by Licensed Resident Agent  
(Where Required by Law)





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BSR 5001 (Ed. 01/15)

## GREAT AMERICAN INSURANCE COMPANY

### SCHEDULE OF BENEFITS

**Policyholder:** CrossFit, Inc.  
**Policy Number:** BSR1466601-00  
**Policy Effective Date:** 06/02/2017  
**Policy Termination Date:** 05/31/2018

#### Classes of Eligible Persons

Class	Description of Class
1	All registered member participants of the Policyholder or its licensed US Affiliates.
2	All registered Special Event participants of the Policyholder or its licensed US Affiliates.

#### Covered Activities

##### Class 1:

##### Applicable to Class 1 and 2

While participating in sponsored activities of the Policyholder, excluding travel to and from home.

#### Schedule of Benefits: Coverage

##### Class 1 and 2:

##### Aggregate Limit

Aggregate Benefit Maximum: \$100,000 Maximum Benefit  
Applies To: Accidental Death & Dismemberment, and Paralysis Benefits

#### Accidental Death and Dismemberment Benefits

##### Principal Sum:

Accidental Death & Dismemberment: \$5,000 Maximum Benefit  
Paralysis: \$5,000 Maximum Benefit

##### Incurral Period:

Accidental Death & Dismemberment: 365 Days  
Paralysis: 365 Days

#### Accident Medical Expense Benefits

**Benefit Maximum:** \$25,000 Maximum Benefit  
**Dental Maximum:** \$500 per **covered person**\*

\*Expenses incurred for dental services are also subject to the Benefit Maximum for Accidental Medical Expense Benefits shown above.

**Deductible:** \$0

**Maximum Benefit Period:** 52 Weeks from the date of the **covered accident**

**Incurral Period:** 90 Days

**Scope of Coverage:** Excess Coverage

## Schedule of Affiliates

Eligible Persons associated with any affiliate or subsidiary corporation of the Policyholder as of the Policy Effective Date are covered under the **policy**. Their coverage will begin and end in accordance with the Effective Date of Insurance and Termination Date of Insurance provisions in the **policy**. A list of these affiliates and subsidiaries must be kept on file with the Company.

## Newly Acquired Organizations.

The premium shown on the **schedule of benefits** applies only to the Policyholder and any affiliates or subsidiary corporations covered on the Policy Effective Date. However, **eligible persons** associated with organizations acquired by the Policyholder during the Policy Term may be covered based on the following terms: The Policyholder must (1) report to Us within 30 days of the acquisition the name of the newly acquired organization and any underwriting information we may need to calculate the premium; and (2) pay the additional required premium, if applicable.

## Schedule of Policy Riders

The following riders are attached to and made part of the **policy's** coverage as of the Policy Effective Date. Each rider is subject to all provisions, limitations and exclusions of the **policy** that are not specifically modified by the rider.

<u>Form Number</u>	<u>Description</u>	<u>Applicability</u>
SDM-526 (Ed. 10/13)	Privacy Notice	Class 1 and 2
SDM-882 (Ed. 10/13)	District of Columbia LHIGA Disclaimer	Class 1 and 2
BSR 5000 (Ed. 01/15)	Master Application for Blanket Accident Insurance	Class 1 and 2
BSR 5001 (Ed. 01/15)	Schedule of Benefits	Class 1 and 2
BSR 7000 (Ed. 01/15)	Blanket Accident Policy	Class 1 and 2
BSR 3009 (Ed. 01/15)	Exposure and Disappearance Hazard Rider	Class 1 and 2
BSR 1040 (Ed. 01/15)	District of Columbia Amendatory Endorsement	Class 1 and 2
IL 72 68 (Ed. 09/09)	In Witness Clause	Class 1 and 2

## Premiums:

It is understood and agreed that the premium shall be:

### Class 1:

Membership 1 to 100 participants - \$2.75 per member participant  
Membership 101 to 200 participants - \$2.25 per member participant  
Membership 201 or greater participants - \$1.75 per member participant

### Class 2:

\$0.20 per member participant per day, subject to a minimum premium of \$100 per Special Event

Such premiums are due and payable in the following manner:  
Yearly, on or before the Policy Effective Date.



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BSR 7000 (Ed. 01/15)

## GREAT AMERICAN INSURANCE COMPANY

### BLANKET ACCIDENT POLICY

**Policyholder:** CrossFit, Inc.  
**Type of Policy:** BLANKET ACCIDENT POLICY  
**Policy Number:** BSR1466601-00  
**Policy Effective Date:** 06/02/2017  
**Policy Term:** 06/02/2017 – 05/31/2018  
**State of Delivery:** District of Columbia

This **policy** takes effect at 12:01 a.m. standard time on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This **policy** terminates at 11:59 p.m. standard time on the last day of the Policy Term, unless the Policyholder and Great American Insurance Company agree to continue coverage under this **policy** for an additional Policy Term.

The provisions and conditions set forth on the pages herein are a part of this **policy** as fully as if recited over the signatures below.

This **policy** is governed by the laws of the state in which it is delivered.

**THIS IS A LIMITED BENEFIT POLICY.  
IT PROVIDES BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.  
BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS.  
PLEASE READ THE POLICY CAREFULLY**

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## SECTION I - DEFINITIONS

Throughout this **policy**, words and phrases that appear in **bold** have special meanings that can be found in the Definitions Section or in the specific Policy provision where those words appear.

**Accident** means a sudden, abrupt, and unexpected event.

**Coinurance** means the ratio by which **we** and the **covered person** share in the payment of **covered expenses** for **medically necessary** treatment. The percentage **we** pay is stated in the **schedule of benefits**.

**Benefit Plan** means a policy or other benefit or service arrangement for medical or dental care, or providing **accident** or health coverage, under any of the following: 1) individual, group or blanket coverage, whether on an insured or self-funded basis; 2) **hospital** or medical service organizations; 3) health maintenance organizations; 4) labor-management plans; 5) employee benefit organization plans; 6) association plans; or 7) any other "employee welfare benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended.

**Covered Accident** means an **accident** that occurs directly and independently of all other causes while coverage is in effect for a **covered person** resulting in a **covered loss** or **injury** under the **policy** for which benefits are payable. The **covered person** must be participating in a **covered activity** or specified hazard, as identified in the **schedule of benefits**, when the **accident** occurs.

**Covered Activity** means those activities set out in the Covered Activities section of the **schedule of benefits**, with respect to which **covered persons** are provided accident insurance under the **policy**.

**Covered Expenses** mean expenses actually incurred by or on behalf of a **covered person** for treatment, services or supplies covered by the **policy**. Coverage under the **policy** must remain continuously in effect from the date of the **accident** until the date treatment, services or supplies are received for them to be a covered expense. A **covered expense** is deemed to be incurred on the date such treatment, service or supply that gave rise to the expense or the charge was rendered or obtained.

**Covered Loss** or **Covered Losses** means an accidental death, dismemberment or other **injury** covered under the **policy**.

**Covered Person** means an **eligible person**, who enrolls for coverage, if required, and for whom the required premium is paid.

**Deductible** means the dollar amount of a **covered expense** that must be incurred as an out-of-pocket expense by each **covered person** per **injury** before Accident Medical Expense Benefits and/or other optional benefits paid on an expense-incurred basis are payable under the **policy**. When a **deductible** applies, the amount will be shown in the **schedule of benefits**.

**Eligible Person** means a person in a Class of Eligible Persons, as shown in the **schedule of benefits**.

**Free-Standing Ambulatory Surgical Center or Free-Standing Ambulatory Medical Center** means a facility providing ambulatory surgical or medical treatment other than a **hospital**, clinic or **physician's** office. It must be qualified to provide the treatment under the standards set by the state in which it is located.

**Hospital** means an institution that:

1. Operates as a **hospital** pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons;
2. Provides 24-hour nursing service by registered nurses on duty or call;
3. Has a staff of one or more licensed **physicians** available at all times;
4. Provide organized facilities for diagnosis, treatment and surgery, either:
  - a. On its premises; or
  - b. In facilities available to it, on a pre-arranged basis;
5. Is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a hospital used as such; and
6. Is not primarily a facility for alcohol, drug or behavioral treatment.

**Hospital Confined** or **Hospital Confinement** means a stay of 24 or more consecutive hours as a registered resident bed-patient in a **hospital**.

**Immediate Family Member** means a person who is related to the **covered 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 and half-brother or half-sister), or child (includes a child legally adopted or a child placed for adoption but not yet adopted), or stepchild.

**Incurral Period** means the time period within which the **covered loss** or **covered expense** must be incurred. The length of the **incurral period** will be shown in the **schedule of benefits**. The **incurral period** begins on the date of the **covered accident** causing the **covered loss**.

**Injury** means bodily **injury** sustained by a **covered person** caused by a **covered accident** that:

1. Occurs while this **policy** is in effect as to the person whose **injury** is the basis of claim;
  2. Occurs while the **covered person** is participating in a **covered activity**;
  3. Occurs under the circumstances described in a hazard applicable to that person; and
  4. Results directly and independently of all other causes in a **covered loss** under a benefit applicable to such hazard.
- See the **schedule of benefits** for applicability of hazards and benefits.

All injuries sustained by one **covered person** in any one **covered accident**, including all related conditions and recurrent symptoms of the **injuries** are considered a single **injury**.

**Maximum Benefit Period** means the period of time between the date of the **covered accident** causing the **injury** for which benefits are payable and the date after which no further expenses may be incurred for which Accident Medical Expense Benefits will be paid. The Maximum Benefit Period will be shown on the Schedule of Benefits.

**Medically Necessary** or **Medical Necessity** means a treatment, service or supply provided to treat an **injury** that is:

1. Appropriate and consistent with the diagnosis and does not exceed in scope, duration, or intensity the level of care needed to provide safe, adequate, and appropriate treatment of the **injury**;
2. Is commonly accepted as proper care or treatment of the **injury** in accordance with the medical practices of the United States and federal guidelines;
3. Can reasonably be expected to result in or contribute to the improvement of the **injury**; and
4. Is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition of the **injury** or the quality of the medical care provided.

The fact that a **physician** may prescribe, order, recommend, or approve a treatment, service or supply does not, of itself, make the treatment, service, or supply medically necessary for the purpose of determining eligibility for coverage under this **policy**.

**Pre-existing Condition** means a health condition for which a **covered person** has sought or received medical advice or treatment at any time during the 12 months immediately preceding his or her Policy Effective Date of coverage under this **policy**.

**Physician** means a provider or practitioner who:

1. Is properly licensed or certified to provide care or treatment under the laws of the state where he or she practices;
2. Provides services that are within the scope of his or her license or certificate; and
3. Is neither the **covered person** nor a member of the **covered person's** household or an **immediate family member**.

**Policy** means the contract issued by **us** to the Policyholder for the benefit of a **covered person**.

**Reasonable Charge** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**Schedule of Benefits** means the benefits, benefit amounts, terms, limitations and provisions of coverage selected by the Policyholder which is attached to and made a part of this **policy**.

**Spouse** means an adult person with whom the **covered person** enters into a marriage, civil union, or comparable relationship in a state or nation in which the marriage, civil union or comparable relationship is sanctioned by law and legally valid at the time it is entered into by the parties.

**Terrorism or Terrorist Acts** means an activity that:

1. Involves any violent act or any act dangerous to human life and that threatens or causes Injury to persons; and
2. Appears in any way intended to: a) intimidate or coerce a civilian population; b) disrupt any segment of a nation's economy; c) influence the policy of a government by intimidation or coercion; or d) affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking; or e) respond to governmental action or policy.

**Terrorism or Terrorist Acts** includes any incident declared to be an act of terrorism by an official, department, or agency that has been specifically authorized by federal statute to make such a determination. **Terrorism or Terrorists Acts** shall also include the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid liquid or gaseous chemical or biological agent.

**We, Our, Us** means Great American Insurance Company or its authorized agent.

## SECTION II - POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date.** The **policy** begins on the Policy Effective Date at 12:01 a.m. standard time at the address of the Policyholder where this **policy** is delivered.

**Policy Termination Date.** **We** may terminate this **policy** by giving 31 days advance notice in writing to the Policyholder. This **policy** may be terminated at any time by mutual written consent of the Policyholder and **us**. This **policy** terminates automatically on the earlier of: 1) the Policy Termination Date shown in the **schedule of benefits**; or 2) the premium due date if premiums are not paid when due. Termination takes effect at 11:59 p.m. standard time at the Policyholder's address on the Policy Termination Date shown in the **schedule of benefits**.

## SECTION III - PREMIUM

**Premiums.** The premiums for this **policy** will be based on the rates currently in effect, the plan and amount of insurance in effect.

**Changes in Premium Rates.** **We** may change the premium rates from time to time with at least 31 days advanced written notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, **we** reserve the right to change rates at any time if any of the following events takes place:

1. The terms of the **policy** change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the **policy**.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects **our** benefit obligation.

If an increase or decrease in rates takes place on a date that is not a premium due date, a pro rata adjustment will apply from the date of the change to the next premium due date.

**Payment of Premium.** The first premium is due on the Policy Effective Date. After that, premiums will be due at the rates and manner described in the **schedule of benefits** unless **we** agree with the Policyholder on some other method of premium payment.

If any premium is not paid when due, the **policy** will be canceled as of the premium due date, except as provided in the Grace Period provision.

**Grace Period.** Unless, not less than 10 days prior to the premium due date, **we** have delivered to the Policyholder or mailed to the last known address shown by **our** written records notice of **our** intention not to renew this **policy** beyond the period for which premium has been accepted, a grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period this **policy** will continue in effect. The **policy** will remain in effect during the grace period. If the required premiums are not paid during the **policy** grace period, insurance will end on the last premium due date on which required premiums were paid. The Policyholder will be liable to **us** for any unpaid premium for the time the **policy** was in effect.

## SECTION IV - ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the **schedule of benefits** is eligible to be insured on the Policy Effective Date. **We** maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If **we** discover the eligibility requirements are not met, **our** only obligation is to refund any premium paid for that person.

## SECTION V - EFFECTIVE DATE OF INSURANCE

**Covered Person's Effective Date.** A **covered person's** coverage under this **policy** begins on the latest of:

1. The Policy Effective Date as shown in the **schedule of benefits**;
2. The date the person becomes a member of one of the Classes of Eligible Persons shown in the **schedule of benefits**;
3. If individual enrollment is required, the date written enrollment is received by **us**; or
4. The date on which the first premium payment is received by **us** on or before its due date.

## SECTION VI - TERMINATION DATE OF INSURANCE

**Covered Person's Termination Date.** A **covered person's** coverage under this **policy** ends on the earliest of:

1. The date this **policy** terminates;
2. The premium due date if premiums are not paid when due;
3. The effective date on which the **covered person** requests, in writing, that his or her coverage be terminated;
4. The effective date of any written notice of termination by **us**; or
5. The date the **covered person** ceases to be a member of any eligible class(es) of persons as described in the Classes of Eligible Persons section of the **schedule of benefits**.

## SECTION VII - DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the **policy**. Please see the **schedule of benefits** for the applicability of these benefits on a class level.

### A. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If **injury** to the **covered person** results in any one of the **covered losses** specified below, within the **incurral period** shown in the **schedule of benefits**, **we** will pay the percentage of the principal sum shown below for that **covered loss**. The principal sum is shown in the **schedule of benefits**. If more than one **covered loss** is sustained by a **covered person** as a result of the same **covered accident**, only one amount, the largest, will be paid.

<b>Covered Loss</b>	<b>Benefit Amount</b>
Life .....	100% of the Principal Sum
Two or more Members .....	100% of the Principal Sum
One Member .....	50% of the Principal Sum
Thumb and Index Finger of the Same Hand .....	25% of the Principal Sum

When used in this benefit, the following terms mean:

**Member** means **loss of hand or foot**, and **loss of sight**.

**Loss of hand or foot** means complete **severance** through or above the wrist or ankle joint.

**Loss of sight** means the total, permanent **loss of sight** of one eye.

**Loss of a thumb and index finger of the same hand** means complete **severance** through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Severance** means the complete separation and dismemberment of the part from the body.



## B. PARALYSIS BENEFITS

If **injury** to the **covered person** results in any one of the **covered losses** specified below, within the **incurral period** shown in the **schedule of benefits**, we will pay the percentage of the principal sum shown below for that **covered loss**. The principal sum is shown in the **schedule of benefits**. If more than one **covered loss** is sustained by a **covered person** as a result of the same **covered accident**, only one amount, the largest, will be paid.

Covered Loss	Benefit Amount
Quadriplegia .....	100% of the Principal Sum
Paraplegia .....	50% of the Principal Sum
Hemiplegia .....	50% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

When used in this benefit, the following terms mean:

**Limb** means an entire arm or entire leg.

**Quadriplegia** means total **paralysis** of both upper and lower **limbs**.

**Paraplegia** means total **paralysis** of both lower **limbs** or both upper **limbs**.

**Hemiplegia** means total **paralysis** of the upper and lower **limbs** on one side of the body.

**Uniplegia** means total **paralysis** of one lower **limb** or one upper **limb**.

**Paralysis** means total loss of use. A **physician** must determine the loss of use to be complete and not reversible at the time the claim is submitted.

## C. ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay Accident Medical Expense Benefits for **covered expenses** that result directly, and from no other cause, from a **covered accident**.

Accident Medical Expense Benefits are only payable:

1. For **reasonable charges**, incurred after the **deductible** has been met;
2. For **medically necessary covered expenses** that the **covered person** incurs;
3. For charges incurred within 52 weeks after the date of the **covered accident**;
4. Provided the first **covered expense** is incurred within 90 days after the date of the **covered accident**; and
5. Subject to the **Deductibles, Coinsurance, Rates, Maximum Benefit Periods, Benefit Maximums** and other terms or limits shown in the **schedule of benefits**.

No benefits will be paid for any expenses incurred that are in excess of **reasonable charges**.

### Covered Expenses

1. **Hospital Room and Board Expenses**: the daily room rate when a **covered person** is **hospital confined** and general nursing care is provided and charged for by the **hospital**. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. **Ancillary Hospital Expenses**: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when **hospital confined**.
3. **Daily Intensive Care Unit Expenses**: the daily room rate when a **covered person** is **hospital confined** in a bed in the intensive care unit and nursing services other than private duty nursing services.
4. **Registered Nurse Services** while a **covered person** is **hospital confined**; these services must be ordered by a **physician**.
5. **Emergency Care (room and supplies) Expenses**: incurred within 72 hours of an **accident** and including the attending **physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.

6. Diagnostic x-rays, laboratory procedures and tests.
7. **Free-Standing Ambulatory Surgical Center** or **Free-Standing Ambulatory Medical Center** expenses.
8. **Physician** Non-Surgical Treatment/Examination Expenses (excluding medicines) including the **physician's** initial visit, each **medically necessary** follow-up visit and consultation visits when referred by the attending **physician**.
9. **Physician's** Surgical Expenses.
10. Assistant Surgeon Expenses when **medically necessary**.
11. Anesthesiologist Expenses and administration of anesthesia.
12. Physiotherapy Expenses on an inpatient or outpatient basis limited to one visit per day (as shown in the **schedule of benefits**). Expenses include treatment and office visits connected with such treatment when prescribed by a **physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
13. Diagnostic Imaging Expenses including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including dental x-rays for the repair or treatment of each **injured** tooth that is whole, sound and a natural tooth at the time of the **covered accident**.
15. Ambulance Expenses for transportation from the emergency site to the **hospital**.
16. Rental of durable medical equipment that:
  - a. Is primarily and customarily used to serve a medical purpose;
  - b. Can withstand repeated use; and
  - c. Generally is not useful to a person in the absence of **injury**.No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription Drug Expenses (for **injuries** only) prescribed by a **physician** and administered on an outpatient basis.
18. Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.
19. Artificial limbs, eyes, or other prosthetic appliances for initial acquisition and fitting. **We** will not pay for repair or replacement of artificial limbs, eyes or other prosthetic appliances.

## SECTION VIII - SCOPE OF COVERAGE

**Full Excess Benefits.** This **policy** is secondary coverage to all other policies. **We** will pay **covered expenses** only after the **covered person** satisfies any **deductible** and only when the **covered expenses** are in excess of amounts paid or payable under any other **benefit plan**. **We** pay benefits without regard to any coordination of benefits provisions in any other **benefit plan**. The amount from other **benefit plans** includes any amount to which the **covered person** is entitled, whether or not a claim is made for the benefits.

**Coordination with Medicare:** Accident Medical Expense Benefits will be paid in compliance with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and any other applicable law regulating the coordination of benefits of government health **plans**. **We** do not intend to shift to Medicare, Medicaid or any other governmental health **plan** with secondary payer status, the responsibility of primary coverage or payment for any **injury** for which benefits are payable under this **policy**.

## SECTION IX – EXCLUSIONS AND LIMITATIONS

### EXCLUSIONS

**We** will not pay benefits for any loss or injury that is caused by, or results from:

1. Sickness, disease, mental infirmity, emotional or psychological trauma, or bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
2. Suicide, self-destruction, attempted suicide or self-destruction, or intentional self-inflicted **injury**, while sane or insane;
3. War or any act of war, whether declared or not;
4. Commission of, or attempt to commit, a felony, an assault, or other illegal activity;
5. Commission of or active participation in a riot, insurrection, or civil disturbance;
6. Medical or surgical treatment, diagnostic procedure, administration or anesthesia, or medical mishap or negligence, including malpractice;
7. The **covered person** being legally intoxicated as determined according to the laws of the jurisdiction in which the **injury** occurred;
8. The **covered person** being intoxicated or under the influence of any drugs or narcotics unless administered by or upon the advice of a **physician**.
9. Any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed, or inhaled by a **covered person**;
10. Any loss arising out of **terrorism or terrorist acts**.
11. **Injury** covered by workers' compensation, employer's liability laws, or similar occupational benefits, or while engaging in activity for monetary gain from sources other than the Policyholder;
12. A **covered accident** that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon **our** receipt of proof of service, **we** will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded, unless it extends beyond 31 days;
13. Travel in or on, flight in or on, boarding, or alighting from an aircraft or aerial device or any craft designed to fly above the Earth's surface;
14. Travel in any aircraft owned, leased, or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
15. Travel in or on any on-road, off-road, or two or three wheeled motorized vehicle not requiring licensing as a motor vehicle, including snowmobiles;
16. Travel or activity outside the United States, its territories, or Canada;
17. Practice or play in any sports activity, including travel to and from the activity and practice, except as specifically provided in the **policy**;
18. An **accident** that results in a cardiovascular **accident** or stroke caused solely and exclusively by exertion, as verified by a **physician**, while the **covered person** participates in a **covered activity**;
19. Aggravation, during a **covered activity**, of an **injury** the **covered person** suffered before participating in that **covered activity**, unless **we** receive a written medical release from the **covered person's physician**;
20. participation in **covered activities** not sponsored by or under the supervision of the Policyholder;
21. The **covered person** riding or driving in any kind of race; or
22. Specified extra-hazardous activities, including: parachuting, hang gliding, motorcycling, mountain biking, non-motorized bike racing (BMX), scuba diving, snow or water skiing, mountain climbing, sky diving, amateur racing of any motor vehicle by water or land, piloting any aircraft, bungee jumping, zip lining, base jumping, spelunking, whitewater rafting, surfing, and parasailing.

In addition to the exclusions above, **we** will not pay Accident Medical Expense Benefits for any loss, treatment, or services resulting from, or contributed to, by:

1. **Pre-existing conditions** occurring within the first 12 months of coverage (except as specifically provided by the **policy**);
2. Treatment by persons employed or retained by a Policyholder, or by any **immediate family member** or member of the **covered person's** household;
3. Pregnancy, childbirth, or miscarriage;
4. **Elective abortion**, an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
5. **Mental and nervous disorders**;
6. Damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the **policy**);
7. Elective or cosmetic surgery, except for reconstructive surgery needed as the result of an **injury**;
8. Eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices (except as specifically provided in the **policy**);
9. Orthopedic appliances used mainly to protect an **injury**, so the **covered person** can participate in a **covered activity**;
10. Expenses for which the **covered person** would not be responsible for in the absence of this **policy**;
11. Expenses paid or payable under any automobile insurance policy without regard to fault; (This exclusion does not apply in any state where prohibited.)
12. Blood, blood plasma, or blood storage, except expenses by a **hospital** for processing or administration of blood;
13. Treatment of **injuries** that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the **covered activity**;
14. Treatment or service provided by a private duty nurse (except as specifically provided in the **policy**);
15. Replacement of artificial limbs, eyes, and larynx;
16. Routine physicals, check-ups, routine ob-gyn visits, pap smears, or wellness visits;
17. Expenses due to an aggravation or re-**injury** of a **pre-existing condition** (except as specifically provided in the **policy**);
18. Repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration (except as specifically provided in the **policy**);
19. Repair, replacement, examinations for prescriptions, or the fitting of eyeglasses or contact lenses;
20. Medical expenses and disability for which the **covered person** is entitled to benefits under any Worker's Compensation Act;
21. Chiropractic care (except as specifically provided in the **policy**);
22. Expenses incurred that are in excess of **reasonable charges**, or expenses that are not **medically necessary**; or
23. Dental treatment necessitated by sickness, deterioration or disease, for cosmetic, preventive, diagnostic or orthodontic purposes, or by any reason other than an **injury**.

## LIMITATIONS

**Limitation.** **We** will not provide coverage or pay benefits under this **policy** to the extent, and only to the extent, that **we** are prohibited from providing coverage or making payment by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the U.S. government.

This limitation will not apply if the **covered person** has received a license from the U.S. government to engage in the prohibited activity, provided **we** receive a copy of the license.

**Aggregate Limit.** The maximum amount payable under this **policy** may be reduced if more than one **covered person** suffers a loss as a result of the same **covered accident**, and if amounts are payable for those losses under one or more of the following benefits provided by this **policy**: Accidental Death Benefit, Accidental Dismemberment Benefit, and Paralysis Benefit. The maximum amount payable for all such losses for all **covered persons** under all those benefits combined will not exceed the amount shown as the Aggregate Limit in the **schedule of benefits**. If the combined maximum amount otherwise payable for all **covered 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 **covered person** for all such losses under all those benefits combined.

## SECTION X - CLAIM PROVISIONS

**Notice of Claim.** Written notice of claim must be given to **us** within 20 days after a **covered person's** loss, or as soon thereafter as reasonably possible. Notice must be given by or on behalf of the claimant to **us**, with information sufficient to identify the **covered person**.

**Claim Forms.** **We** will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this **policy** for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the **covered person's** name, the Policyholder's name and the Policy Number.

**Proof of Loss.** Written proof of loss must be furnished to **us** within 90 days after the date of the loss. If the loss is one for which this **policy** requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility and of the loss must be furnished at such intervals as **we** may reasonably require. Failure to furnish such proofs within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished 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.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of a **covered person** will be made to the **covered person's** beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section. If there is no named beneficiary or surviving beneficiary on record with Us, We will pay benefits in equal shares to the first surviving class of the following: (1) Spouse/Domestic Partner, (2) Children, (3) Parents, (4) Brothers and Sisters. If there are no survivors in any of these classes, We will pay the Covered Person's estate.

Upon receipt of due written proof of loss, payments for all other losses will be made to (or on behalf of, if applicable) the **covered person** suffering the loss. If a **covered person** dies before all payments required under this **policy** have been made, then any remaining amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

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** sole judgment, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

**We** may pay benefits directly to any **hospital** or person rendering covered services, unless the **covered person** requests otherwise in writing. Such request must be made no later than the time proof of loss is filed. Any payment **we** make in good faith fully discharges **our** liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this **policy**, other than for loss for which this **policy** provides for periodic payments, will be paid within 30 days after **our** receipt of due written proof of the loss. Subject to **our** receipt of due written proof of loss, all accrued benefits for loss for which this **policy** provides periodic payment will be paid at the expiration of each month during the continuance of the period for which **we** are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## SECTION XI - GENERAL PROVISIONS

**Entire Contract; Changes.** This **policy**, together with any schedules, riders, endorsements, amendments, applications, and enrollment forms, if any, make up the entire contract between the Policyholder and **us**. In the absence of fraud, all statements made by the Policyholder or any **covered person** will be considered representations and not warranties. No written statement made by a **covered person** will be used in any contest, unless a copy of the statement is furnished to the **covered person** or his or her beneficiary or personal representative.

No change in this **policy** will be valid, until approved by an officer of Great American Insurance Company. Such approval must be noted on or attached to this **policy** in writing. No agent may change this **policy** or waive any of its provisions.

**Incontestability.** The validity of this **policy** will not be contested after it has been in effect for 2 years from the Policy Effective Date, except as to nonpayment of premiums.

**Beneficiary Designation and Change.** The **covered person's** designated beneficiary(ies) is (are) the person(s) so named by the **covered person** and on signed record with the Policyholder.

A legally competent **covered person** over the age of majority may change his or her beneficiary designation at any time, unless an irrevocable designation has been made. The change may be executed, without the consent of the designated beneficiary(ies), by providing **us** or, if agreed upon in advance by **us**, the Policyholder, with a written request for change. When the request is received by **us** or, if agreed upon in advance by **us**, the Policyholder, whether the **covered person** is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but will not apply to or prejudice **us** as respects any payment which may have been made prior to **our** receipt of the request.

**Physical Examination and Autopsy.** **We** have the right, at **our** own expense, to examine the **covered person**, when and as often as may be reasonably required during the pendency of a claim. **We** may also require an autopsy of the remains of any **covered person** where it is not prohibited by law.

**Legal Actions.** No legal action for a claim can be brought against **us** until 60 days after receipt of proof of loss. No legal action for a claim can be brought against **us** more than three years after the time for giving proof of loss.

**Noncompliance With Policy Requirements.** No express waiver by **us** of any requirement(s) of this **policy** will constitute a continuing waiver of such requirement(s). Any failure by **us** to insist upon compliance with any **policy** provision(s) will not operate as a waiver or amendment of that provision.

**Conformity With Statutes.** Any provision of this **policy** which, on its effective date, is in conflict with the law of the jurisdiction in which the **policy** was delivered, is hereby amended to conform to the minimum requirements of such law.

**Clerical Error.** Clerical error, whether by the Policyholder, the **covered person** or **us** in keeping records pertaining to this **policy**, will not:

1. Invalidate coverage otherwise validly in effect; or
2. Continue coverage otherwise validly terminated.

**Data Required.** The Policyholder must maintain adequate records acceptable to **us** and provide any information required by **us** relating to this insurance, its premium, and any benefits claimed or paid hereunder.

**Audit.** **We** will have the right to inspect and audit, at any reasonable time, all records and procedures of the Policyholder that may have a bearing on this insurance, its premium, and any benefits claimed or paid hereunder.

**Non-Duplication of Workers' Compensation Benefits.** No benefits will be payable under this **policy** for any loss for which the **covered person** claims coverage under any workers' compensation, employers' liability, occupational disease or similar law. In the event a claim is made under any workers' compensation, employers liability, occupational disease or similar law arising out of the same or substantially same **accident** or **injury**, the **covered person** must immediately reimburse **us** for all benefits paid in conjunction with that **accident** or **injury**.

**Right to Receive and Release Needed Information.** **We** have the right to decide in **our** sole judgment what facts **we** need to administer this **policy**. **We** may get needed facts from, or give them to, any other organization or person. **We** need not tell, or get the consent of, any person to do this. Each person claiming benefits under this **policy** must give **us** any facts **we** need to determine coverage under this **policy** or determine the correct payment of a claim.

**Facility of Payment and Right of Recovery.** If a payment made under another **plan** includes an amount that should have been paid under this **policy**, **we** may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under this **policy**, and **we** will not have to pay that amount again. If the amount of the payments made by **us** is more than it should have paid under this **policy**, **we** may recover the excess from any person(s) to or for whom **we** have overpaid, including insurance companies or other organizations.

**Time Limit on Certain Defenses.** After two years from the date of issue of this **policy** no misstatements, except fraudulent misstatements, made by an applicant in any application for this **policy** will be used to void this **policy** or to deny a claim for loss incurred or disability, as defined in this **policy**, commencing after the expiration of such two year period.

No claim for loss incurred or disability, as defined in this **policy**, commencing after two years from the date of issue of this **policy** will be reduced or denied on the ground that a condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this **policy**.

**Certificates Of Insurance.** Where it is required by law, or upon the request of the Policyholder, **we** will make available certificates outlining the insurance coverage, and to whom benefits are payable under the **policy**.

**Subrogation.** To the extent **we** make a payment under this **policy** and the person to whom or for whose benefit payment has been made has any right to recover from anyone liable for the **covered loss**, **we** may assume the rights of the **covered person** and/or his or her designated beneficiary. **We** will be reimbursed for any payments made to or on behalf of the **covered person** and/or the designated beneficiary, regardless of whether or not the **covered person** or person to whom payment has been made has been made whole. The **covered person** and/or his or her designated beneficiary will do everything necessary to transfer those rights to **us**, will do nothing to prejudice those rights and agrees to assist **us** in preserving **our** subrogation and reimbursement rights.

The **covered person** or designated beneficiary must reimburse **us** for any payments **we** make under this **policy**, to the extent that **covered person** or designated beneficiary receives payment from any party for the same **covered loss**.

**Assignment.** This **policy** is non-assignable. A **covered person** may assign all of his or her rights, privileges and benefits under this **policy**. **We** are not bound by an assignment, until **we** receive a signed copy. **We** are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this **policy**. Any payment made in good faith will relieve **us** or **our** liability under the **policy**.



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BSR 3009 (Ed. 01/15)

## GREAT AMERICAN INSURANCE COMPANY

### EXPOSURE AND DISAPPEARANCE HAZARD RIDER

This rider is attached to and made part of the **policy** as of the Effective Date shown above. If no Effective Date is shown, this rider takes effect as of the Policy Effective Date shown on the **schedule of benefits**. It is subject to all the provisions, limitations, and exclusions of the **policy**, except as they are otherwise specifically modified by this rider. This rider is applicable only to a **covered person** in a class to which the specific hazard described herein applies, as set forth in the **schedule of benefits**, and only with respect to a **covered accident** that occurs during one of the **covered activities** listed in the **schedule of benefits** on or after the Policy Effective Date and prior to the termination of the **policy**. This rider terminates at the same time as the Policy. Unless otherwise specified, benefits for the hazard described in this rider are paid only once for any one **covered accident**.

**Exposure and Disappearance Hazard.** We will pay an Accidental Death Benefit if a **covered person** is presumed dead as a result of exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle or vessel in which the **covered person** was traveling.

A **covered person** is presumed dead if:

1. He or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this rider; and
2. The body is not found within 1 year of the **covered accident**.



## **GREAT AMERICAN INSURANCE COMPANY**

### **DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT**

This rider is attached to and made part of the **policy** as of the Effective Date shown above. If no Effective Date is shown, this rider takes effect as of the Policy Effective Date shown on the **schedule of benefits**. It is subject to all the provisions, limitations, and exclusions of the **policy**, except as they are otherwise specifically modified by this rider. It applies only with respect to a loss that occurs on or after the Policy Effective Date and prior to the termination of the **policy**. This rider terminates at the same time as the **policy**.

### **Limited Benefit, Please Read Carefully**

**BLANKET ACCIDENT INSURANCE POLICY – BSR 7000, is amended as follows:**

**SECTION I – DEFINITIONS, is amended as follows:**

1. The definition of **Immediate Family Member** is hereby deleted and replaced with the following:

**Immediate Family Member** means a person who is related to the **covered person** in any of the following ways: **spouse**, or similar relationship recognized by law (domestic partner, civil union partner), 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 and half-brother or half-sister), or child (includes a child legally adopted or a child placed for adoption but not yet adopted), or stepchild.

2. The definition of **Spouse** is hereby deleted and replaced with the following:

**Spouse** means an adult person with whom the **covered person** enters into a marriage, civil union, or comparable relationship of the same or opposite sex, in a state or nation in which the marriage, civil union or comparable relationship is sanctioned by law and legally valid at the time it is entered into by the parties. The term **spouse** also includes a domestic partner or civil union partner.

**SECTION IX – EXCLUSIONS AND LIMITATIONS is amended as follows:**

1. Exclusion 8. of the general Exclusions is hereby deleted and replaced with the following:

8. The voluntary use of illegal drugs; the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions; and the intentional misuse of prescription drugs.

**SECTION X - CLAIM PROVISIONS, is amended as follows:**

1. The **Time of Payment of Claims** provision is hereby deleted and replaced with the following:

**Time of Payment of Claims.** Benefits payable under this **policy**, other than for loss for which this **policy** provides for periodic payments, will be paid immediately upon receipt of due written proof of the loss. Subject to **our** receipt of due written proof of loss, all accrued benefits for loss for which this **policy** provides periodic payment will be paid at the expiration of each month during the continuance of the period for which **we** are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**SECTION XI - GENERAL PROVISIONS, is amended as follows:**

1. The **Incontestability** provision is hereby deleted and replaced with the following:

**Incontestability.** The validity of this **policy** will not be contested after it has been in effect for 3 years from the Policy Effective Date, except as to nonpayment of premiums.

This rider is made a part of the Policy to which it is attached. All other terms and conditions of the Policy remain unchanged.



Administrative Offices  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Tel: 1-513-369-5000

**IL 72 68**  
(Ed. 09 09)

### **In Witness Clause**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in dark ink, appearing to read "D. J. L.", followed by a horizontal line.

**President**

A handwritten signature in dark ink, appearing to read "Eve Cutler Rosen".

**Secretary**