

INDIVIDUAL ACCIDENT INSURANCE POLICY

Issued by Federal Insurance Company

This Individual Accident policy is renewable at the option of the Company.

Notice of TEN DAY Right to Examine Policy: If you are not satisfied with this policy for any reason, return it:

- 1) to the Company at 15 Mountain View Road, Warren, New Jersey 07059; or
- 2) the agent.

If you return this policy within 10 days from the date you received it, this policy will be void as of the effective date, and all premiums paid will be refunded.

This policy will terminate on the Anniversary Date following the Policyholder's attainment of age 70.

Producer:

Chubb Underwriting Office: Federal Insurance Company 15 Mountain View Road P O BOX 1615 Warren, New Jersey 07061-1615

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section(s) of this policy. Defined terms include the plural.

Throughout this policy the words "we", "us" and "our" refer to the Company providing this insurance.

Please Read This Policy Carefully

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SECTION I: INSURING AGREEMENT

Name and address of Policyholder:

COOPER TEST

1 TEST ST., DALLAS 33637

Policy Number: US0315355 Effective Date: 2013-08-21

Policy Period:

Original Inception Date: 2013-08-21

Anniversary Date:

Issued by the stock insurance company indicated

below, herein called the Company.

FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

If you have any questions, please contact

The insurance under this policy begins 12:01 A.M. standard time at the **Policyholder's** address shown above on the Effective Date shown above. The insurance under this policy ends on the last day of the Policy Period shown above.

We will pay up to the applicable **Benefit Amount** shown in the **Declarations** if an **Accident** occurring anywhere in the world results in a loss not otherwise excluded. The **Accident** must result from a covered circumstance and occur while this policy is in force and while a person is a **Covered Person** under this policy. The **Loss** must occur within one (1) year of the **Accident**.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number issued to the **Policyholder** by the Company, effective with the inception of this policy.

This policy is provided by the Company in consideration of payment of the required premium and compliance with the policy's terms and conditions. You, as the **Policyholder**, are responsible for the remittance of all premium. Your total annual premium for this Accident Insurance policy is:

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

FEDERAL INSURANCE COMPANY

President

Carl 1. Kump

Secretary

Authorized Representative

SECTION II: DECLARATIONS

Name of Policyholder:

CLASS DESCRIPTION

Class	Description	When Coverage Applies	Loss of Life Benefit Amount
1	Policyholder	24 Hour Business & Pleasure	\$200,000

BENEFIT AMOUNTS

Personal Accident Benefits

If the **Covered Person** suffers more than one Personal **Accident** Benefits loss as the result of one **Accident**, we will pay only the single largest **Benefit Amount** applicable per occurrence.

ACCIDENTAL LOSS OF LIFE AND DISMEMBERMENT

Accidental:	Percent of Loss of Life Benefit Amount
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and Loss of one of: Hand, Foot or Sight of an Eye	100%
Loss of Hearing and Loss of one of: Hand, Foot or Sight of an Eye	100%
Loss of Both Hands, Loss of Both Feet, Loss of Sight of Both Eyes or a Combination of	
any two of a Loss of Hand, a Loss of Foot or Loss of Sight of an Eye	100%
Loss of One Hand, Loss of One Foot or Loss of Sight of an Eye	50%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger	25%

SECTION III: COVERAGE EXTENSIONS

Disappearance

If the **Covered Person** has not been found within one (1) year of the disappearance, stranding, sinking, wrecking or breakdown of any **Conveyance** in which the **Covered Person** was covered as an occupant at the time of the **Accident**, it will be assumed, subject to all other terms of this policy, that the **Covered Person** has suffered **Loss of Life** covered under this policy.

Exposure

If an **Accident** resulting from a covered circumstance causes the **Covered Person** to be unavoidably exposed to the elements and as a result of such exposure the **Covered Person** suffers **Loss of Life** or a Benefit shown in the **Declarations**, such loss will be covered under this policy.

SECTION IV: WHEN COVERAGE APPLIES

24 Hour Business and Pleasure

24 hour Business and Pleasure means all circumstances, subject to the terms and conditions of this policy, to which the **Covered Person** may be exposed.

SECTION V: BENEFITS

PERSONAL **ACCIDENT** BENEFITS

If the **Covered Person** suffers more than one Personal **Accident** Benefits loss as the result of one **Accident**, we will pay only the single largest **Benefit Amount** applicable.

Accidental Loss of Life and Dismemberment Benefit

If an Accidental Bodily Injury causes the Covered Person's Loss of Life, Loss of Speech, Loss of Hearing, Loss of Hand, Loss of Foot, Loss of Sight of an Eye, or Loss of Thumb and Index Finger, we will pay the applicable percentage of the Loss of Life Benefit Amount shown in the Declarations.

SECTION VI: Additional Benefits

This section intentionally left blank.

SECTION VII: Policy Exclusions

In addition to the Policy Exclusions listed below, specific benefits may have additional limitations.

Aircraft Owned, Leased or Operated

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss occurring while the **Covered Person** is riding as a passenger in, entering, or exiting any aircraft owned, in whole or in part, or leased by a **Covered Person**.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident**, **Accidental Bodily Injury** or **Loss** occurring while a **Covered Person** is 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.

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** emotional trauma, mental or physical illness, disease, normal pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions, or medical, surgical or diagnostic treatment thereof.

This exclusion does not apply to loss resulting from the **Covered Person's Accidental** bacterial infection or from consumption of a substance contaminated by bacteria.

Felony

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person** committing a felony, or attempting to commit a felony.

Intoxication and Narcotic

This insurance does not apply to any **Accident**, **Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person** being intoxicated, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic unless taken on the advice of a **Physician** and used in accordance with the prescription.

Nuclear Biological and Chemical

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination.

Participation in Extreme Sports

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** participation in scuba diving to depths of more than 100 feet; skydiving; hang-gliding or para-gliding; parascending other than over water; bungee jumping; mountaineering or rock climbing normally requiring the use of guides or ropes; or caving.

Participation in a Race or Speed Contest

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** engaging in or participating in a motorized vehicular race or speed contest including training or practice.

Professional Sporting Events

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** participation in any professional sporting activity in which a salary or prize money is awarded.

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, a **Covered Person's** suicide, attempted suicide or intentionally self-inflicted injury.

Terrorism

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **Terrorism**.

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or loss caused by or resulting from, directly or indirectly, war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

Weapons of Mass Destruction

This insurance does not apply to any **Accident, Accidental Bodily Injury,** or loss caused by or resulting from, directly or indirectly, any **Weapons of Mass Destruction**.

SECTION VIII: Definitions

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which happens by chance, arises from a source external to the **Covered Person**, is independent of illness, disease or other bodily malfunction and is the direct cause of loss.

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which is:

- 1) Accidental;
- 2) the direct cause of a loss; and
- 3) occurs while an **Covered Person** is insured under this policy, which is in force.

Benefit Amount

Benefit Amount means the amount stated in the Declarations for this policy which applies:

- 1) at the time of an Accident during the Policy Period; and
- 2) to the Covered Person.

Company

Company means Federal Insurance Company.

Covered Person

Covered Person means a person qualifying as a class member as shown in the Declarations.

However, a person ceases to be a **Covered Person** on the Anniversary Date following attainment of age 70.

Declarations

Declarations means the most recent document issued to you as part of this policy that shows the benefits and amounts of insurance we issued to you, including any subsequent Endorsements.

Immediate Family Member

Immediate Family Member means spouse, Domestic Partner, children, including adopted children and those children placed for adoption, grandchildren, parents, parents-in-law, siblings, siblings-in-law, nieces, nephews, aunts, uncles and grandparents. Immediate Family Member also means step relations and any other person over whom the Covered Person has legal guardianship.

Location of Permanent Residence

Location of Permanent Residence means the city where the **Covered Person** has established his/her fixed and permanent principal home.

Loss

Loss means Accidental:

Loss of Foot;

Loss of Hand;

Loss of Hearing;

Loss of Life:

Loss of Sight;

Loss of Sight of an Eye;

Loss of Speech;

Loss of Thumb and Index Finger;

Loss must occur within one (1) year after the Accident.

Loss of Foot

Loss of Foot means the complete severance through or above the ankle joint. We will consider it a Loss of Foot even if the foot is later reattached.

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers proximal to the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance of a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional **Benefit Amount** for such amputation.

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

Loss of Life

Loss of Life means death, including clinical death, determined by the local governing medical authorities.

Loss of Sight

Loss of Sight means the permanent and irrecoverable loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Sight of an Eye

Loss of Sight of an Eye means the permanent and irrecoverable loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. We will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then we will not pay an additional **Benefit Amount** for such amputation.

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) a Covered Person;
- 2) an Immediate Family Member;
- 3) a Covered Person's employer or business partner; or
- 4) the Policyholder

Policyholder

Policyholder means the individual who is shown on the **Declarations**.

Sickness

Sickness means illness or disease which requires the attendance of a Physician.

Terrorism

Terrorism means activities against persons, organizations or property of any nature:

- 1) that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or
 - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- 2) when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Tour Operator

Tour Operator means an entity which organizes travel components into packaged arrangements.

Travel Agency

Travel Agency means an entity with whom travel arrangements were made by the Covered Person.

Travel Supplier

Travel Supplier means the Tour Operator, occupancy provider, cruise line, airline, railroad or other Common Carriers.

Weapons of Mass Destruction

Weapons of Mass Destruction means any weapon whether or not designed or constructed as such capable of delivering any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or other contamination.

SECTION IX: GENERAL CONDITIONS

Absolute Assignment

The **Covered Person's** rights under this policy may be irrevocably assigned. However, we will only recognize an assignment if the **Covered Person** has given us prior written notice and has our written acknowledgment of the assignment.

Beneficiary

The **Loss of Life Benefit Amount** will be paid to the estate of the **Covered Person** unless the **Covered Person** has designated in writing another beneficiary and the Beneficiary Designation Request is on file with the Company approved Administrator made part of this policy.

All other benefits are paid to the **Covered Person**, unless otherwise directed by the **Covered Person** or the **Covered Person's** designee. If any benefits are for a **Dependent Child(ren)**, they will be paid to the **Policyholder**.

The **Covered Person**, and no one else, has the right to change their beneficiary. The **Covered Person** does not need the consent of anyone to do so. Changes must be in writing, filed with us, and made a part of this policy. We do not assume any responsibility for the validity of these changes.

Cancellation, Nonrenewal and Grace Period

The **Policyholder** is entitled to a grace period of thirty-one (31) days for the payment of premium due. This policy will continue in force during the grace period. We may cancel this policy with 10 days' notice if the **Policyholder** fails to pay the premium within the grace period of thirty-one (31) days after the premium due date, except for the first premium due during the policy Period.

The grace period does not apply to the first premium payable during the Policy Period. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. We are not required to provide notification of such termination.

The **Policyholder** may cancel this policy by sending us written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is mailed or transmitted.

We may cancel or nonrenew this policy for any reason permitted by law other than non-payment of premium by sending written notice at least forty-five (45) days before the Anniversary Date shown in the **Declarations**.

We will send notice of cancellation or nonrenewal to the **Policyholder** at the last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

If We or the **Policyholder** cancels this policy, or we nonrenew the policy, all coverage will cease on the effective date of the cancellation or nonrenewal and there is no coverage for any trip occurring on or after the effective date of the cancellation or nonrenewal.

In the event of cancellation by the **Policyholder** or by us, we will refund any unearned premium as soon as possible after the effective date of the cancellation. The unearned premium will be computed pro rata for the unexpired term for each part of the policy.

Claim Forms

When we receive notice of a claim we will send the **Covered Person** or the **Covered Person's** designee, within fifteen (15) days, forms for giving us Proof of Loss. If the **Covered Person** or the **Covered Person's** designee does not receive the forms, the **Covered Person** or the **Covered 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 Notice

Written Claim Notice must be given to us or any of our appointed agents or brokers within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Covered Person**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

Claim Payment

For all benefits payable under this policy except those for disability, we will pay the **Covered Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after we receive a complete Proof of Loss if the **Covered Person** has complied with all the terms of this policy.

Claim Proof of Loss

Written Proof of Loss must be given to us within ninety (90) days after the date of loss, or as soon as reasonably possible. Failure to give written Proof of Loss within these times will not invalidate or reduce any claim if notice is given as soon as reasonably possible, and in no event, except in cases where the claimant lacks legal capacity, later than one (1) year after the deadline to submit written Proof of Loss.

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, **Covered Person** and the **Covered Person's** beneficiary, if applicable, must fully cooperate with us in our handling of the claim or suit, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that we may require.

Compliance by Covered Person

We have no duty to provide coverage under this policy unless the **Covered Person** has fully complied with all the terms and conditions of this policy.

Concealment or Fraud

We do not provide coverage if any **Covered Person**, **Policyholder** or beneficiary has intentionally concealed or misrepresented any material fact relating to a loss or relating to this policy before or after a loss.

Conforming to State Law

If any provision of this policy conflicts with the laws of the state the policy is issued in, this policy is amended to conform to those laws.

Conforming to Trade Sanction Laws

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Entire Contract and Application

This policy, the **Policyholder's** application, together with the endorsements and Beneficiary Designation attached to this policy, constitute the entire contract of insurance. If an application is completed to by Policyholder in connection with this policy, then we will attach the application form to the policy when the policy is issued.

Examination Under Oath

We have a right to examine under oath, as often as we may reasonably require, the **Policyholder, Covered Person** or the **Covered Person's** beneficiary. We may also require the **Policyholder, Covered Person** or the **Covered Person's** beneficiary to provide a signed description of the circumstances surrounding the loss and their interest in the loss. The **Policyholder, Covered Person** and the **Covered Person's** beneficiary will also produce all records and documents requested by us and will permit us to make copies of such records or documents.

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after we have been given complete, written Proof of Loss. No such action may be brought after three (3) years from the time complete, written Proof of Loss is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will we be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts**.

Physical Examination and Autopsy

We have the right to have the **Covered Person** examined by a **Physician** approved by us, as often as reasonably necessary while a claim is pending. We may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that we require will be done at our expense.

Policy Changes

This policy can be changed only by a written endorsement issued by us and accepted by the Policyholder.

Policy Period

The effective dates of your policy are shown in the **Declarations**. Those dates begin at 12:01 a.m. standard time at the mailing address shown. Each renewal period will be for a similar term.

Premium Payment

The **Policyholder** will remit to us all premium due under this policy, subject to the grace period specified in the Cancellation, Nonrenewal and Grace Period condition.

Premium Rate Changes

We may change the premium rates for this policy on the Anniversary Date. We will give the **Policyholder** at least forty-five (45) days prior written notice.

Renewals

We may offer to renew this policy, at the premiums and under the policy provisions in effect at the date of renewal. We can do this by mailing the **Policyholder** a bill for the premium to the address shown in the **Declarations**, along with any changes in the policy provisions or amounts of coverage. If you do not accept our offer, this policy will automatically terminate at the end of the current Policy Period. We are not required to provide notification of such termination.

Statements by Policyholder or Covered Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Covered Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Covered Person**. If We rely on such statements for this purpose, then We will provide a copy of the written document to the **Policyholder**, the **Covered Person** or the **Covered Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Covered Person** to be representations and not warranties.

Except for nonpayment of premium, We will not use statements made by the **Policyholder** or the **Covered Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Covered Person's** lifetime.

Nothing in this section will preclude Us from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy or upon any other policy provision or condition.

Titles of Paragraph

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for Workers' Compensation Insurance.