# **Accidental Death & Dismemberment Certificate**

# CERTIFICATE OF INSURANCE (C) LIFE OF THE SOUTH INSURANCE COMPANY Administrative Office: 10151 DEERWOOD PARK BLVD. • BUILDING 100 • SUITE 500 JACKSONVILLE, FL 32256 • (800) 888-2738

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

LICENSED AGENT NAME	Joseph R. McCaw, II
LICENSED AGENT SIGNATURE	Ach LMa=
FLORIDA LICENSE NUMBER	E135317

POLICYHOLDER: BENEFIT SERVICES ASSOCIATION POLICY NUMBER: BMS35

This is to certify that we have issued a policy to the Policyholder. Our name, the Policyholder name, and the Policy Number are shown above. The Provisions of the policy which are important to you are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier under the policy. The policy alone is the only contract under which payment may be made. Any discrepancy between the policy and this Certificate shall be governed by the policy.

Chris Brain W. Dale Bulled
Secretary
President

FRAUD WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**SCHEDULE I** 

**ELIGIBLE PERSONS:** All Members of the Club.

**BENEFITS AND AMOUNTS:** 

**LIMITATIONS AND REDUCTIONS**: 1) An Insured Person's Principal Sum for 24 hour coverage reduces 50% upon attainment of age 70. An Insured Person who is age 70 or more at the time of enrollment is only eligible for 50% of the Maximum Principal Sum. 2) Benefits provided by a joint membership will be divided equally by the number of names listed on the rental agreement. Joint membership is determined by the names listed and those corresponding signatures on the rental agreement. 3) If any Insured Person is insured under two or more memberships, the combined amount of Principal Sum will not exceed \$20,000.

## **DEFINITIONS**

The terms listed, when used in this Certificate, will have the following meanings:

The Company means the insurance company named above. Also referred to as we, us, our.

You, Your or Insured Person means an Eligible Person while he or she is covered under this Certificate.

**Policyholder** means the Association that has contracted with Life of the South Insurance Company to secure insurance coverage for their members.

Claimant means Insured Person or Beneficiary who has the right to claim benefits.

**Injury** means each Insured Person is covered for bodily injury resulting directly and independently of all other causes from accident which occurs while you are covered under this certificate.

**In Illinois Injury** means each Insured Person is covered for bodily injury resulting from an accident, independent of all other causes, which occurs while you are covered under this certificate.

Membership Agreement means application for membership of the association.

Rental Agreement means the agreement for rental of personal property.

**SPONSOR: CLUB MEMBER** 

# Accidental Death & Dismemberment Certificate, cont.

Twenty-four (24) hour coverage means you are covered at any time, anywhere for loss resulting from injury covered under the Certificate.

On, when used with reference to any conveyance (land, water or air), means in or on, boarding or alighting from the conveyance.

**Civil or Public Aircraft** means an aircraft which: (a) has a current and valid Airworthiness certificate; (b) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and (c) is not operated by the militia or armed forces of any state, national government or international authority.

**Airworthiness Certificate** means: (a) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Agency; or (b) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Military Transport Aircraft** means an aircraft that: (a) is used for transport; and (b) is operated: (1) by the Military Airlift Command (MAC) of the United States; or (2) by a MAC type service of a national government recognized by the United States.

Written Request means any form provided by you to the policy holder for the particular request.

#### **INSURED PERSONS PERIOD OF COVERAGE**

**Effective Date**: You will become an Insured Person on the later of: (a) the Policy Effective Date; or (b) the date the Membership Agreement is signed by the insured Person.

**Termination**: Your coverage as an Insured Member terminates on the earlier of: (a) the date this Certificate terminates; (b) the first day of the month next following the date of termination by you of membership in Association, regardless of the cause of such termination; or (c) the date you are no longer a member; (d) when there is no longer a Rental Agreement.

### **EXCLUSIONS**

This policy does not cover any loss resulting from: (a) intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane; (b) war or act of war, declared or undeclared, while serving in the military service or any auxiliary unit attached thereto; (c) active duty in the Armed Forces of any country; (d) injury sustained while riding on any aircraft as a pilot, crewmembers, student pilot, flight instructor or examiner, except a Civil or Public Aircraft, or Military Transport Aircraft; (e) participating in or attempting to commit a felony; (f) participating in a riot or civil insurrection; (g) being under the influence of drugs, alcohol, or other mind-altering substances; (h) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or (i) medical or surgical treatment of a sickness or disease.

## **ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT**

If Your injury results in any of the following losses within 365 days after the date of accident we will pay the benefit specified as applicable thereto based upon the Principal Sum stated in the Certificate Schedule. We will not pay more than the Principal Sum for all losses due to the same accident. The amount of the Principal Sum is determined in the Schedule.

For Loss of Life	The Principal Sum
Loss of Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Either Hand or Foot and Sight of One Eye	The Principal Sum
Loss of Either Hand or Foot	One-Half the Principal Sum
Loss of Sight of One Eye	One-Half the Principal Sum
Loss of Speech or Hearing	One-Half the Principal Sum
Loss of Thumb & Index Finger of Either Hand	One Quarter the Principal Sum

Loss means with regard to: (a) hand and feet, actual severance or amputation through or above the wrist or ankle joints; (b) sight, speech or hearing, and irrecoverable loss thereof; (c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

## **EXPOSURE**

Exposure to the elements will be presumed to be injury if: (a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an occupant at the time of the accident; and (b) this Certificate would have covered injury resulting from the accident.

# Accidental Death & Dismemberment Certificate, cont.

#### **DISAPPEARANCE**

An Insured Person will be presumed to have suffered loss of life if: (a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance; (b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and (c) this policy would have covered injury resulting from the accident.

#### **GENERAL PROVISIONS**

**Incontestability:** The validity of the Policy will not be contested, except for nonpayment of premiums, after it has been in force for two years. The validity of any coverage on an Insured Member shall not be contested except for nonpayment of premium.

**Premium:** The rate charged for the insurance coverage will be set forth according to the Rate Schedule which is made a part of the Policy and stated in the Certificate Schedule. All payments due under the Policy are payable for the Policyholder to the Company at its Administrative Office in Jacksonville, Florida. The first premium is due with the enrollment form. Subsequent premiums are due on the first day of each calendar month thereafter that the Policy remains in effect. The payment of any premium shall keep the coverage under the Policy in force only to the next due date, except as otherwise provided herein. The frequency of premium payment may be changed on any premium due date on request by the Policyholder. Such change must be approved by the Company.

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a coverage loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the policy number. Send notification to the Policy holder.

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to us in writing within 90 days after; (a) the end of a period of our liability for periodic payment of claims; or (b) the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any benefit due after we receive the proof of loss, not to exceed 45 days after proper notice is received. An overdue payment shall bear simple interest at the rate of ten percent (10%) per year. We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of an Insured's life: (a) according to the beneficiary designation in effect at the time of the Insured's death; otherwise (b) payment will be made to the Insured's estate. All other benefits due and not assigned will be paid to the Insured, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

**Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense to: (a) have the person who has a loss examined by a physician when and as often as we feel is necessary; and (b) to make an autopsy in case of death where it is not forbidden by law.

**Legal Action** cannot be taken against us: (a) before 60 days following the date of proof of loss is sent to us; (b) after 3 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Such request takes effect on the date you execute it, regardless of whether he or she is living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request.

**Assignment:** We will recognize any assignment the Insured makes under this Certificate, provided: (a) it is duly executed; and (b) a copy is on file with us. We and the Policyholder assume no responsibility for the validity or effect of any assignment.