

## Individual Accident Insurance Policy

CENTRAL STATES HEALTH & LIFE CO. OF OMAHA  
(A Mutual Legal Reserve Company)  
1212 N 96<sup>th</sup> Street, Omaha, Nebraska 68114

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This Policy is issued to the Primary Insured named on the Schedule. This Policy is issued in consideration of a completed application as provided by its terms.

Central States Health & Life Co. of Omaha agrees to pay benefits in accordance with all the provisions of this Policy. Throughout this Policy and any attachments, Central States Health & Life Co. of Omaha is referred to as We, Us, and Our and the Primary Insured is referred to as You, Your and Yours.

Non-Contributory coverage is provided to the Primary Insured at no cost.

We certify that, subject to the terms of this Policy, the Primary Insured named in the Schedule is insured for the benefits described in this Policy. You are referred to as the Covered Person.

### EFFECTIVE DATE OF INSURANCE

This Policy and the insurance provided by it become effective 12:01 A.M. Standard Time in the state in which You reside when this Policy is delivered on the Effective Date shown on the Schedule.

### THIRTY DAY RIGHT TO EXAMINE POLICY

If you are not satisfied for any reason, you may return your Policy within 30 days after receipt. When so returned this Policy is void from the beginning. Return this Policy to us at our Home Office or to our authorized agent.

### RIGHT TO RENEW

This Policy is renewable at Your option. You may renew this Policy subject to the Termination of Insurance provision.

The provisions found on the following attached pages form a part of this Policy as if recited over the signatures shown below.

This Policy is executed on the Effective Date, at Omaha, Nebraska.

**THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

THIS IS A LIMITED BENEFIT POLICY: This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses. Read Your Policy carefully.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT CONTRACT. If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

**NON-CONTRIBUTORY INSURANCE POLICY ACCIDENT ONLY INSURANCE POLICY**

**NON-PARTICIPATING**

*J. Edward Kij*  
Chairman

*Matthew B. Kizer*  
President

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## SCHEDULE OF BENEFITS

Primary Insured: Member  
Program Sponsor: National Rifle Association  
Policy Number: AGMPADI  
Original Policy Effective Date: Date Your coverage is activated

Insured Person: Effective Date:

Member: Member Date Your coverage is activated

## NON-CONTRIBUTORY COVERAGE

### HUNTING BENEFIT

Principal Sum: \$10,000

### TRAVELING BENEFIT

Principal Sum: \$10,000

### FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

Principal Sum: \$10,000

### LAW ENFORCEMENT OFFICERS' BENEFIT

Principal Sum: \$35,000

## DEFINITIONS

When used in this Policy the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

**AIRCRAFT** means a vehicle which: 1) has a valid certificate of airworthiness; and 2) is being flown by a pilot with a valid license to operate the vehicle.

**BENEFICIARY** means the person or entity named by the insured Primary Insured, on forms and in a manner approved by Us, to receive benefits.

**COVERED PERSON** means the Insured.

**INJURY** means bodily injury caused by an accident. The accident must be unintended, unexpected and unforeseen and occur while the Covered Person's insurance is in force under this Policy. The Injury must be the direct cause of Loss and must be independent of all other causes. The Injury must not be caused by or contributed to by Sickness.

**LOSS** means the death of the Covered Person or any physical impairment or other benefit covered under the terms of this Policy and any attached Riders.

**LOSS OF A HAND OR FOOT** means complete Severance through or above the wrist or ankle joint.

**LOSS OF SIGHT** means the total, permanent Loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means. Loss of Sight must be certified by a licensed Physician who specializes in ophthalmology and is certified by the American Board of Ophthalmology.

**PHYSICIAN** means a person licensed by the state in which he is resident to practice the healing arts. He must be practicing within the scope of his license for the service or treatment given. The Covered Person is free to be treated by any Physician he chooses.

A Covered Person and his immediate family will not be considered a Physician.

**POLICY** means this written contract affecting insurance and includes all clauses, riders, endorsements and papers attached thereto and apart thereof.

**POLICY MONTH** means the period of time starting on the first day of the month; it ends on the last day of the same month.

**PRIMARY INSURED** means the person who is named as Primary Insured on the Schedule. The terms "You", "Your" and "Yours" mean the Primary Insured.

**PROGRAM SPONSOR** means the entity named as Program Sponsor on the Schedule which makes insurance under this Policy available.

**SCHEDULE** means the Schedule of Benefits.

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

**SICKNESS** means an illness or disease of the mind or body.

## **ELIGIBILITY AND EFFECTIVE DATE OF INSURANCE**

### **ELIGIBILITY**

You are eligible if you are age 18 and over with a domestic U.S. address including military personnel stationed overseas will be eligible for insurance as Covered Persons.

### **EFFECTIVE DATE OF INSURANCE**

Issuance of this Policy is not a waiver of any of the following conditions:

**EFFECTIVE DATE** The Effective Date of Coverage is shown on the Schedule.

### **CHANGES IN COVERAGE**

If, after Your Effective Date of Insurance, You request a change in benefits, the Effective Date of Insurance for the new coverage will be the beginning of the Policy Month following Our acceptance of the application or change request.

## **HUNTING BENEFIT**

### **For Accidental Loss of Life**

Upon receipt of due proof of Your death, We will pay the Loss of Life benefit shown in the table below if the Primary Insured's death occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and
- (3) during the legal use of firearms or Hunting Equipment while legally hunting.

### **For Accidental Loss of Limb or Sight**

Upon receipt of due proof of Your accidental Loss of limb or sight as described in the table below We will pay the applicable benefit if Your Loss occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and
- (3) during the legal use of firearms or Hunting Equipment while legally hunting.

If You die after We have paid any Accidental Loss of Limb or Sight Benefit, We will then pay the Accidental Loss of Life benefit less any Accidental Loss of Limb or Sight benefit already paid.

## TABLE OF LOSSES AND BENEFITS

<b><u>Loss:</u></b>	<b><u>Benefit:</u></b> (Percentage of Principal Sum Shown on the Schedule)
One Hand or Foot	50%
Sight of One Eye	50%

**Hunting Equipment** will include sleeping facilities being used during the act of hunting and located on public or private land in the same area as the hunting activity.

### **Exclusions:**

In addition to the Exclusions section of this Policy the following exclusions will also apply to this benefit:

Benefits will not be paid for a Loss caused by or resulting from any of the following:

- (1) Injury arising out of or during the course of Your primary occupation;
- (2) Injury resulting from maintenance, repair or cleaning of firearms;
- (3) Injury sustained while traveling to or from hunting;
- (4) illegal or unlicensed hunting or hunting in any unauthorized or restricted area. This will include hunting without any licenses or permits required in the locale where the hunt is occurring or without any required current license or permit for any weapon used in the hunt;
- (5) Injury sustained in consequence of the illegal use of firearms.

## TRAVELING BENEFIT

### **For Accidental Loss of Life**

Upon receipt of due proof of Your death, We will pay the Loss of Life benefit shown in the table below if Your death occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and
- (3) while attending or participating in events sponsored by the National Rifle Association or an affiliate; or while traveling to or from such event.

### **For Accidental Loss of Limb or Sight**

Upon receipt of due proof of Your accidental Loss of limb or sight as described in the table below We will pay the applicable benefit if Your loss occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and

- (3) while attending or participating in events sponsored by the National Rifle Association or an affiliate; or while traveling to or from such event.

If You die after We have paid any Accidental Loss of Limb or Sight Benefit, We will then pay the Accidental Loss of Life benefit less any Accidental Loss of Limb or Sight benefit already paid.

### **TABLE OF LOSSES AND BENEFITS**

<b><u>Loss:</u></b>	<b><u>Benefit:</u></b> (Percentage of Principal Sum Shown on the Schedule)
One Hand or Foot	50%
Sight of One Eye	50%

### **EXPOSURE AND DISAPPEARANCE**

If by reason of an accident covered by this Policy a Covered Person is unavoidably exposed to the elements and, as a result of such exposure, suffers a covered Loss and a benefit is otherwise payable, the Loss will be covered by this Policy.

If a Covered Person is involved in an accident which results in the sinking or wrecking of a licensed public conveyance in which he was a passenger and his body is not located within one year of such accident, it will be presumed that the Covered Person died as a result of an Injury.

### **FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT**

#### **For Accidental Loss of Life**

Upon receipt of due proof of Your death, We will pay the Loss of Life benefit shown in the table below if Your death occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and
- (3) during any of the following: a) actual or attempted robbery or holdup; b) actual or attempted kidnapping; or c) any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurs.

#### **For Accidental Loss of Limb or Sight**

Upon receipt of due proof of Your accidental Loss of limb or sight as described in the table below We will pay the applicable benefit if Your Loss occurs:

- (1) as a direct result of an Injury; and
- (2) within 365 days of the accident causing the Injury; and

- (3) during any of the following: a) actual or attempted robbery or holdup; b) actual or attempted kidnapping; or c) any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurs.

If You die after We have paid any Accidental Loss of Limb or Sight Benefit, We will then pay the Accidental Loss of Life benefit less any Accidental Loss of Limb or Sight benefit already paid.

### TABLE OF LOSSES AND BENEFITS

<u>Loss:</u>	<u>Benefit:</u> (Percentage of Principal Sum Shown on the Schedule)
One Hand or Foot	50%
Sight of One Eye	50%

#### Exclusions:

In addition to the Exclusions section of this Policy the following exclusions will also apply to this benefit:

Benefits will not be paid for a Loss caused by or resulting from Injury incurred during any of the following:

- (1) a violent crime or felonious assault committed by You;
- (2) a violent crime or felonious assault committed upon You by a Fellow Employee, Family Member, or Member of the Same Household.

**Family Member** means Your parent, step-parent, spouse or former spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild and stepchild.

**Fellow Employee** means a person employed by the same employer as the Covered Person or by an employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than 45 days prior to the date on which the defined violent crime/felonious assault was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

### LAW ENFORCEMENT OFFICERS' BENEFIT

Upon receipt of due proof of Your death, We will pay the Law Enforcement Officers' Benefit shown on the Schedule if Your death occurs:

- (1) as a direct result of an Injury that occurs in the Line of Duty; and

- (2) within 365 days of the accident causing the Injury; and
- (3) while serving as a Law Enforcement Officer.

**Law Enforcement Officer** means any person, duly commissioned by a Public Agency, who is serving in an official capacity with or without compensation. This includes but is not limited to such duly commissioned police, sheriffs, corrections, probation, parole and conservation officers.

**Line of Duty** means any actions that the Law Enforcement Officer is authorized or obligated to perform by law, rule, regulation or condition of employment or service.

**Public Agency** means the United States, any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico and any territory or possession of the United States, or a unit of local government, combination of such states or units or any department, agency or instrumentality of any of the foregoing.

### **Exclusions:**

In addition to the Exclusions section of this Policy the following exclusions will also apply to this benefit:

Benefits will not be paid for a Loss caused by or resulting from Injury incurred during any of the following:

- (1) maintenance, repair or cleaning of firearms;
- (2) illegal use of firearms by the Primary Insured.

## **EXCLUSIONS**

In addition to any benefit-specific exclusions, benefits will not be paid for any Injury or Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following:

- (1) declared or undeclared war or act of war;
- (2) military or combat activities while serving in the armed forces, National Guard, or organized reserve corps in any state, country, or international authority;
- (3) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.
- (4) flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a fare paying passenger on a regularly scheduled commercial airline;
  - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or

- ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving;
  - g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
- (5) riding or driving as a professional in any kind of race for prize money or profit.

## **TERMINATION OF INSURANCE**

A Covered Person's insurance automatically ends on the first of the following dates:

- (1) The date You terminate this Policy;

We may terminate this Policy on the first day of any Policy Month by giving the Primary Insured at least 90 days advance written notice.

Termination of this Policy will not prejudice any claim originating prior to termination subject to all other terms of this Policy.

## **GENERAL PROVISIONS**

**BENEFICIARY CHANGES** You may name any person to be Your Beneficiary at the time of enrollment. You may change Your Beneficiary at any time. When We receive and record the change request, it will take effect as of the date You signed it. If You die prior to the date We receive and record the change, any payment We make to the new Beneficiary will be valid. The prior Beneficiary's interest ends the date the new designation takes effect.

If more than one Beneficiary is named without stating their respective interests, they will share equally. If a Beneficiary dies before You, that interest ends. The Beneficiaries that survive will share equally unless You make a written request to the contrary.

**CLERICAL ERROR** Clerical errors or delays in keeping records for this Policy will not deny insurance which would otherwise have been granted; not extend insurance which otherwise would have ceased and call for a fair adjustment of benefits to correct the error.

**CONFORMITY WITH MONTANA STATUTES** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Primary Insured resides on or after the Effective Date of this Policy.

**ENTIRE CONTRACT; CHANGES** This Policy, Your application, and any other attachments is the entire contract between Us. Any statement You make is a representation and not a warranty. No statement will be used by Us to void or reduce benefits unless that statement is a part of the written application.

This Policy may be changed at any time by written agreement between Us. No change or waiver of any of the provisions of this Policy will be valid unless made in writing by Us and signed by Our president, vice president, secretary or assistant secretary, and provided to

You at least 45 days in advance. No agent or other person has the authority to change or waive any provisions of this Policy.

**INCONTESTABILITY** No statement made by a Covered Person can be used in a contest after his insurance has been in force two years during his lifetime. No statement a Covered Person makes can be used in a contest unless it is in writing and signed by him.

**MISSTATEMENT OF AGE** If the age of a Covered Person has been misstated in the enrollment form for insurance under this Policy, the benefits payable will be those based upon his correct age.

**NONPARTICIPATING** This Policy is a nonparticipating Policy; it does not share in Our surplus.

**OPTIONAL SETTLEMENT METHODS** You, or the Beneficiary after the Covered Person's death, may elect to have loss of life benefits paid in installments. Such election must be sent to Us in writing. The amounts and terms of the installments will be those which We offer at the time of election.

**WORKER'S COMPENSATION** This Policy is not a Worker's Compensation Policy. It does not satisfy any requirement for coverage by Worker's Compensation Insurance.

## CLAIM PROVISIONS

**NOTICE OF CLAIM** We must be given written notice of claim within 180 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice must contain the Covered Person's name and enough information to identify him. Notice may be mailed to Our Home Office or to Our agent.

**CLAIM FORMS** When We receive notice of claim, the Covered Person will be sent forms to file proof of loss. If the forms are not sent within 15 days after We receive notice, then the Covered Person will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the Loss. This must be sent to Us within the time limit stated in the Proof of Loss provision.

**PROOF OF LOSS** Written proof must be sent to Us within 90 days after the date the Loss occurs. If it was not reasonably possible to give Us written proof within 90 days, We will not reduce or deny a claim for this reason, if proof is filed as soon as reasonably possible.

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid within 60 days after receipt of written proof of loss. If benefits are paid after the first 30 days, the payment shall include interest from the 30th day until date of payment. Interest shall be paid at 10% annually from the date written proof of loss is received. Interest is payable only if the amount of interest due exceeds \$5.

Your loss of life benefits will be paid in accordance with the Beneficiary designation in effect at the time of payment. If there is no such designation or no surviving Beneficiary,

the loss of life benefits will be paid in one lump sum to the first surviving class of the following classes of beneficiaries:

- a) lawful spouse;
- b) child(ren), in equal shares;
- c) parents, in equal shares;
- d) siblings, in equal shares.

If there is no surviving member of any of the above classes, the benefits will be paid to Your estate.

All benefits, other than loss of life, will be paid to You, if living. Any accrued benefits unpaid at Your death will be paid in one lump sum to the first surviving class of the following classes of beneficiaries:

- a) lawful spouse;
- b) child(ren), in equal shares;
- c) parents, in equal shares;
- d) siblings, in equal shares.

If there is no surviving member of any of the above classes, the benefits will be paid to Your estate.

Any payment that We make in good faith will fully discharge Us to the extent of that payment.

The benefits can be paid in one lump sum or at Your written request, in accordance with one of Our available settlement plans. If You have not chosen any such settlement plan, the Beneficiary can do so after Your death. The Beneficiary should request in writing to be paid from an available settlement plan. We must agree to the plan chosen.

**RIGHT OF RECOVERY** If payments for claims exceed the maximum amount payable under any benefit provisions or riders of this Policy, We have the right to recover the excess of such payments.

**PHYSICAL EXAMINATION AND AUTOPSY** At Our expense, We have the right to have the Covered Person examined as often as necessary while a claim is pending. At Our expense, We may require an autopsy unless the law forbids it.

**LEGAL ACTIONS** No legal action may be brought to recover against this Policy within 60 days after written proof of loss has been given. No such action will be brought after three years from the time written proof of loss is required to be given.

If a time limit of this Policy is less than allowed by the laws of the state where the Covered Person lives, the limit is extended to meet the minimum time allowed by such law.