



Administered by:
 Assurance Resources, Inc.
 P O Box 84524
 Pearland, TX 77584

POLICY NUMBER XX XXXX XXXX

EMPLOYER'S LIMITED LIABILITY POLICY and/or CONTINGENT LIABILITY POLICY

DECLARATIONS

ITEM 1. Policyholder: XYZ Trucking Company Policy Number: TNS-AY00000
 and Address:
 Any Street
 Any City, AA 00000

ITEM 2. Policy Period: **Effective Date:** 12:01 A.M. on October 1, 2010
Expiration Date: 12:01 A.M. on October 1, 2011
 Both dates at the Principal Address above in ITEM 1

ITEM 3. Covered State: **Texas:**

ITEM 4. Coverage when indicated:

Section A. Limited Employer's Liability Coverage _____
 Section B. Contingent Liability Coverage _____

ITEM 5. Limits of Coverage:

Limits shown will be in excess of the Underlying Occupational Policy # _____

A. Combined Single Limit (per any one person):	\$ 1,000,000
B. Combined Single Limit (per any one Occurrence):	\$ 2,000,000
C. Deductible (per any one person, any one Occurrence):	\$ 0
D. Combined Benefit Period:	as per Plan
E. Combined Benefit Amount (per any one person):	as per Plan
F. Weekly Indemnity (not to exceed):	as per Plan
G. Elimination Period:	as per Plan
H. Annual Policy Aggregate:	\$ 10,000,000
I. Hernia maximum:	\$ 10,000

ITEM 6. **Covered Classes:**

Description of Classes:	Classification Codes:	Limited Employer Liability Rates per Person:	Contingent Liability Rates Per Person:
Executive Officers	I	\$ 0.00	\$0.00
Clerical	I	\$ 0.00	\$0.00
Trucking	V	\$ 0.00	\$0.00

ITEM 7. **Premium:**

- A. Estimated Annual Premium: \$ 00,000.00
B. Estimated Monthly Premium: \$ 0,000.00
C. Premium Due Date: **Effective Date of Policy** and the monthly anniversary date of each month thereafter
D. Surplus Lines Fees to be Paid to the Surplus Lines Agent (for submission to the state):
Tax: 4.85% of Premium \$ 0,000.00 (based on above estimated annual premium & fees)
Stamping Fee: .06% of Premium \$ 00.00 (based on above estimated annual premium % fees)

ITEM 8. **Plan Charges Not Included in the Premium:**

- A. Safety and Loss Control Fee: \$ 000.00
B. Claim Administrator Fee: N/A
C. Plan Administration Fee: \$ 50.00 (payable monthly)
D. ERISA Document Preparation Annual Fee: \$ 350.00
E. One Time ERISA Installation Fee: \$ 100.00

ITEM 9. **Forms and Endorsements Made a Part of the Policy at Inception:**

- Limited Employer's Liability – Contingent Liability Policy ARI,LEL,CL - effective 00/00/00 issued to ABC Company

ITEM 10. **All Notices** Required to be Given to American Southern Insurance Company under this Policy

Must be Addressed to: American Southern Insurance Company
c/o ASSURANCE RESOURCES, INC.
3430 SOUTH SAM HOUSTON PARKWAY EAST SUITE 400
HOUSTON, TX 77047
Attn: Carolyn S Duane

ITEM 11. **Claims Administrator:**

ASSURANCE RESOURCES, INC.
3430 SOUTH SAM HOUSTON PARKWAY EAST SUITE 400
HOUSTON, TX 7047

ITEM 12. Authorized Surplus Lines Agent:

RUSSELL T. COATS SR
3430 SOUTH SAM HOUSTON PKWY EAST, SUITE 400
HOUSTON, TX 7047

ITEM 13. Service of Suit Clause: American Southern Insurance Company of Atlanta, GA. hereby appoints the highest State official in charge of insurance affairs (Commissioner of Insurance, Director of Insurance, Insurance Commissioner, Executive Secretary, Superintendent of Insurance, or such other official title as designated by the State) of the State of Texas and his or her successor or successors in office and his or her and their duly authorized deputies, as the true and lawful attorney of American Southern Insurance Company of Atlanta, GA in and for aforesaid State, upon whom all lawful process may be served in any action, suit or proceeding instituted in the said State by or on behalf of any Named Insured, Covered Person or beneficiary against the American Southern Insurance Company of Atlanta, GA. arising out of the insurance Policy to which this provision is attached, provided a copy of any process, suit, complaint or summons is sent by certified or registered mail to the attention of the Legal Department, American Southern Insurance Company of Atlanta, GA, c/o Assurance Resources, Inc, Administrative Services, P O Box 84525, Pearland, TX 77584

**THIS POLICY CONTAINS A SUNSET CLAUSE FOR REPORTING CLAIMS.
PLEASE READ IT CAREFULLY.**

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER THE INSURANCE CODE, ARTICLE 21.28-C. THE INSURANCE CODE, ARTICLE 1.14-2, REQUIRES PAYMENT OF 4.85 PERCENT TAX ON GROSS PREMIUM.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE, THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENATOION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

These Declarations, the completed signed Application, and the Policy (together with any and all endorsements thereto) shall constitute the entire agreement between American Southern Insurance Company of Atlanta, GA. and the Named Insured.



IMPORTANT NOTICE

THIS POLICY IS NOT A WORKERS' COMPENSATION POLICY AND IS NOT A SUBSTITUTE FOR WORKERS' COMPENSATION COVERAGE.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

LIMITED EMPLOYER'S LIABILITY

AND/OR

CONTINGENT LIABILITY

This POLICY is a legal contract between the NAMED INSURED and the Company. The Company agrees to insure the NAMED INSURED against loss covered by this POLICY, subject to its provisions limitations and exclusions.

This POLICY remains in force for the period for which premium has been paid.

**Surplus Lines Agent: Russell T. Coats Sr
P O Box 84525
Pearland, TX 77584**

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**THIS POLICY IS NOT A WORKERS' COMPENSATION POLICY AND IS NOT A
SUBSTITUTE FOR WORKERS' COMPENSATION COVERAGE. PLEASE READ
THE ENTIRE POLICY CAREFULLY**

American Southern Insurance Companies

LIMITED EMPLOYER'S LIABILITY POLICY / CONTINGENT LIABILITY POLICY

This **Policy** is a legal contract between the **Policyholder** and the **Insurer**. The Insurer agrees to insure **Covered Persons** of the **Policyholder**, for whom premium is paid, against loss covered by this **Policy**, subject to its provisions, limitations and exclusions.

This **Policy** remains in force for the Period for which premium has been paid.

AGREEMENT

Various provisions in this **Policy** restrict coverage. Read the entire **Policy** carefully to determine rights, duties, and what is not covered.

Throughout the **Policy** the words "you" and "your" refer to the **Named Insured** shown in the **Declarations**. The words "we", "us", "our" and the "Company" refer to the Company providing this insurance.

In consideration of the payment of premium, in reliance upon the statements in the **Policy**, **Application** and the **Declarations** that are made a part of this **Policy**, and subject to the terms, conditions and exclusions of this **Policy**, and subject to the terms, conditions and exclusion of this **Policy**, we agree with you as follows:

Coverage "A" LIMITED EMPLOYER'S LIABILITY

SECTION I A --COVERAGE LIMITED EMPLOYER'S LIABILITY

This coverage applies only to a **Covered Person** in a **Covered Class** shown in the **Declarations**. The amount reimbursed under this **Limited Employer's Liability Coverage** will accumulate to the **Combined Single Limit** together with the **Underlying Accident Coverage** on a per person and/or **Occurrence** as shown in the **Declarations**.

We will reimburse you the amounts paid for **bodily injury damages** that arise from a claim of workplace negligence made by a **Covered person** or by a **Covered Person's Spouse** or children as beneficiaries of a deceased **Covered Person**.

Payments or reimbursements made under the **Limited Employer's Liability Coverage** will be applied toward the **Combined Single Limit** per person and /or **Occurrence**.

Definition

In addition to the Definitions in SECTION 1 of this Policy, the following Definition applies to coverage for Limited Employer's Liability:

Bodily Injury Damages means all reasonable amounts paid by you to obtain a release of liability to settle a claim, to pay a judgment, and to reasonable defend, mediate, or arbitrate a workplace negligence action brought by any **Covered Person** due to a covered **Accident**. **Bodily Injury Damages** includes settlements, court costs, interest on judgments, investigations; adjustment expenses, mediation, arbitration, and legal expense to defend the claim of a **Covered Person**. It also includes amounts awarded by a court to the **Covered Person** for pain and suffering and punitive or exemplary damages. It does not include either your office expenses or salaries of the **Covered Person**. We reserve the right to pay the **Bodily Injury Damages** on your behalf. We have the sole discretion whether amounts sought to be reimbursed under this coverage are reasonable.

Coverage "B" CONTINGENT LIABILITY

SECTION I B - CONTINGENT LIABILITY POLICY

COVERAGE CONTINGENT LIABILITY POLICY

Upon the occurrence of a **Covered Contingency** and subject to the terms, conditions and limitations of this **Policy**, We will pay **Your** legal defense in connection with a **Claim** of a **Covered Person**.

In the event that the **Covered Person** is deemed to be **Your** employee for purposes of workers' compensation insurance by order of a state administrative or regulatory agency or board or a court of competent jurisdiction, subject to the terms, conditions, and limitations in this **Policy** and the **Limits of Liability** in the **Declarations**, We will pay the benefits on **Your** behalf. Subject to the terms, conditions and limitations of this Policy and the Limits of Liability in the Declarations, We reserve the right to negotiate a settlement of a **Claim** on **Your** behalf.

Notwithstanding the foregoing, no benefits or payment will be paid under this **Policy** if it would be prohibited by law.

SECTION II A

DEFINITIONS for LIMITED EMPLOYER LIABILITY PORTION OF THE POLICY

ACCIDENT means a sudden and unforeseen event causing loss or injury, which is not due to any fault or misconduct of an Eligible Person, is independent of all other causes and occurs while the Eligible Person is Actively at Work.

ACCIDENTAL BODILY INJURY or INJURY means an injury suffered by an Eligible Person while Actively at work that is the direct result of an Accident when such Injury is involuntary and independent of all other causes.

ACTIVELY AT WORK or ACTIVE WORK means an Eligible Person must be:

1. Working for you on a Permanent Basis; and
2. performing the material and substantial duties of the Eligible Person's regular job;
 - a. At your usual place of business; or
 - b. At a location to which Your business requires the Eligible Person to travel; or
 - c. While traveling between Your usual place of business and a location to which Your business requires the Eligible Person to travel.

ACT OR ACT OF TERRORIST means an activity that

1. Involves a violent act or an act dangerous to human life, property or infrastructure; and
2. Appears to be intended to
 - a. Intimidate or coerce a civilian population; or
 - b. Influence the policy of a government by intimidation or coercion; or
 - c. Affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage taking.

AIRCRAFT means a device that is used for or is intended to be used for flight in the air.

APPLICATION is the form You completed to request coverage under this Policy.

AMBULATORY SURGICAL CENTER means an institution or facility, either free standing or as part of a Hospital with permanent facilities, equipped and operated for the primary purpose of performing surgical procedures and to which a patient is admitted to and discharged from within a

twenty-four (24) hour period. An office maintained by a Physician for the practice of medicine or dentistry, or for the primary purpose of performing terminations of pregnancy, shall not be considered to be an Ambulatory Surgical Center.

BASE ANNUAL EARNINGS means the amount of compensation paid to an Eligible Person including overtime, tips, and commissions. For commissioned Eligible Persons, Base Annual Earnings shall be the average annual earnings over the three (3) year period immediately preceding the date of loss; for commissioned Eligible Persons with less than three years history, an average monthly earning will be calculated and multiplied by twelve to calculate Base Annual Earnings.

BENEFICIARY means the person to whom loss of Life Benefits will be paid.

COMBINED BENEFIT PERIOD means the amount of time within which benefits must become payable to or on behalf of a Policyholder, Eligible Person or Eligible Person's Beneficiary. The benefit period begins on the date the Accidental Bodily Injury occurred. A separate Combined Benefit Period will start for each Accidental Bodily Injury.

COMBINED BENEFIT AMOUNT is the maximum benefit payable to or on behalf of the Policyholder, Eligible Person or Eligible Person's Beneficiary for Accident Death and Dismemberment, Accident Medical Expense, and Weekly Accident Indemnity per Accident, subject to the terms, limitations and restrictions of the Policy. The Maximum Combined Benefit Amount is shown on Schedule I.

COMBINED DEDUCTIBLE AMOUNT means the total amount of Accidental Death and Dismemberment, Accident Medical Expense, and/or Weekly Accident Indemnity benefits that must be paid by the Policyholder for each Eligible Person for each covered Accidental Bodily Injury before benefits are payable under this Policy.

CONTRACTOR means a party that enters into an agreement, by written contract or otherwise, to provide services to, or on behalf of, the Policyholder. Eligible contractors must be reported to US on the Contract Labor Census Form.

CONVALESCENT NURSING FACILITY means an institution or distinct part thereof, operated pursuant to law and one which meets all of the following conditions:

1. It is licensed to provide, and is engaged in providing, on an Inpatient basis, for persons convalescing from an injury, professional nursing services rendered by a nurse to assist patients to reach a degree of body functioning to permit self-care in essential daily living activities;
2. Its services are provided for compensation from its patients and under the full-time supervision of a Physician or nurse;
3. It provides twenty-four (24) hour per day nursing services by licensed nurses, under the direction of a full-time nurse;
4. It maintains a complete medical record on each patient;
5. It has an effective utilization review plan;
6. It is not, other than incidentally, a place for rest, the aged, drug addicts, alcoholics, mental retardates, custodial or educational care, or care of mental disorders; and

7. It is approved and licensed by Medicare. This term shall also apply to expenses incurred in an institution referring to itself as a Skilled Nursing Facility, Extended Care Facility, Convalescent Nursing Home, or any such other similar nomenclature.

CONVALESCENT PERIOD means a period of time commencing with the date of confinement of an Eligible Person to a Convalescent Nursing Facility. Such confinement must meet all of the following conditions:

1. Such confinement must commence within fourteen (14) days of being discharged from a Hospital;
2. Said Hospital confinement must have been for a period not less than three (3) consecutive days; and
3. Both the hospital and convalescent confinements must have been for the care and treatment of the same injury.

A Convalescent Period will terminate when an Eligible Person has been free of confinement in any and all institutions providing Hospital or nursing care for a period of ninety (90) consecutive days. A new Convalescent Period shall not commence until a previous Convalescent Period has terminated.

COSMETIC PROCEDURE means a procedure performed solely for the improvement of an Eligible Person's appearance rather than for the improvement or restoration of bodily functions.

COVERED CHARGES are charges actually incurred for inpatient or outpatient medical care and treatments of the injured Eligible Person.

COVERED CLASS (ES) means an Eligible Person Actively At Work for the Policyholder, who is a member of an Eligible Class defined on the Schedule of Benefits. A Contractor, or an employee of a Contractor may be an Eligible Person. Eligible Persons must be identified by the Policyholder or Contractor on the most recent Contract Labor Census Form.

CUMULATIVE TRAUMA means damage to the physical structure of an Eligible Person's body resulting from repetitious physically traumatic activities that occur solely while the Eligible Person is performing the duties of his or her regular job. Cumulative Trauma includes repetitive motion disorders, overuse disorders and Carpel Tunnel Syndrome. It does not include Injury resulting from an Accident or Occupational Disease.

CUSTODIAL CARE means care that is administered for assistance (rather than for training or education) of the patient in performing the activities of daily living. Such activities include, but are not limited to, walking, getting in and out of bed, personal hygiene, feeding, preparing special diets and administering medication. Custodial Care also includes non-acute care for the comatose, semi comatose, paralyzed, or mentally incompetent patient.

ELIMINATION PERIOD means the number of days after the Accidental Bodily Injury has been suffered and an Eligible Person is Totally Disabled, but for which no Weekly Accident Indemnity benefits are payable.

ELIGIBLE PERSON means a person Actively at Work for the Policyholder, who is a member of an Eligible Class defined on the Schedule of Benefits. A Contractor or an Employee of a Contractor may be an Eligible Person. All Eligible Persons must be identified by the Policyholder or Contractor on the most recent Contract Labor Census Form.

EXTENDED CARE FACILITY means an institution, or distinct part of an institution which:

1. Is licensed as a Hospital, Extended care Facility or rehabilitation facility by the state in which it operates.
2. Is regularly engaged in providing twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered nurse;
3. Maintains daily records on each patient;
4. Has an effective utilization review plan;
5. Provides each patient with an planned program of observation prescribed by a Physician; and
6. Provides each patient with active treatment of an Injury or related rehabilitation in accordance with existing standards of medical practice for that condition.

HOME HEALTH CARE AGENCY means a public or private agency or organization that specializes in providing medical care and treatment in the home. Such a provider must meet all of the following conditions:

1. It is primarily engaged in the duly licensed, if such licensing is required, by the appropriate licensing authority to provide skilled nursing services and other therapeutic services;
2. It has policies established by a professional group associated with the agency or organization. This professional group must include at least one (1) Physician and at least one (1) registered graduate nurse to govern the services provided and it must provide for full-time supervision of such services by a Physician or registered graduate nurse;
3. It maintain complete medical records on each individual; and
4. It has a full-time administrator.

HOME HEALTH CARE PLAN means a program for continued care and treatment of an Eligible Person established and approved in writing by the Eligible Person's attending Physician within seven (7) days following termination of a Hospital confinement as a resident patient, and is for the same or related condition for which he or she was hospitalized. The attending Physician must certify that the proper treatment of the Injury would require continued confinement as a resident Inpatient in a Hospital in the absence of the services and supplies provided as part of the Home Health Care Plan.

HOSPITAL means an institution which meets all of the following conditions:

1. It is engaged primarily in providing medical care and treatment to the injured person on an Inpatient basis at the patient's expense;
2. It is constituted, licensed and operated in accordance with the laws of jurisdiction in which it is located and pertain to Hospitals;
3. It maintains on its premises all the facilities necessary to provide for the diagnosis and medical and surgical treatment of an Injury;
4. Such treatment is provided for compensation by or under the supervision of Physicians with continuous twenty-four (24) hour nursing services;
5. It is a provider of services under Medicare; and
6. It charges patients for its services.

INCURRED EXPENSES means those services and supplies rendered to an Eligible Person. Such expenses shall be considered to have occurred at the time or date the services or supplies are actually provided.

INPATIENT refers to the classification of Injured Eligible Person, which is admitted to a Hospital, Hospice or Convalescent Nursing Facility for treatment, and charges are made for room and board as a result of such treatment.

INTENSIVE CARE UNIT means a section, ward or wing within the Hospital which is separated from other facilities and;

1. Is operated exclusively for the purpose of providing professional medical treatment for critically ill or critically injured patients;
2. Has special supplies and equipment necessary for such medical treatment available on a standby basis for immediate use; and
3. Provides constant observation and treatment by nurse or other highly trained Hospital personnel.

MATERIAL AND SUBSTANTIAL DUTIES means duties or job functions which are normally required for the performance of an occupation and which cannot be reasonably omitted or modified. However, if an Eligible Person is normally required to perform Material and Substantial Duties in excess of 40 hours per week prior to becoming Totally Disabled, We will consider the Eligible Person able to perform Material and Substantial Duties at the required pre-disability level if the Eligible Person is working or has the capacity to perform such functions at least 40 hours weekly.

MAXIMUM MEDICAL IMPROVEMENT means based on reasonable medical probability, further material recovery from lasting improvement to an Injury can no longer reasonable be anticipated.

MEDICALLY NECESSARY means that a service, medicine or supply is necessary and appropriate for the diagnosis or treatment of an Accidental Bodily Injury based on generally accepted current medical practice. A service, medicine or supply will not be considered Medically Necessary if it;

1. Is provided only as a convenience to an Eligible Person or Physician; or
2. is not appropriate treatment for an Eligible Person's diagnosis or symptoms; or
3. exceeds in scope, duration or intensity, that level of care which is needed to provide safe adequate and appropriate diagnosis or treatment. The fact that any particular Physician may prescribe, order, recommend, or approve a service or supply does not make the service or supply Medically Necessary.

MEDICARE means the Health Insurance for the Aged Act, Title XVIII of the United States Social security Amendments of 1965, as then constituted or later amended.

MINOR EMERGENCY MEDICAL CLINIC means a freestanding facility that is engaged primarily in providing minor emergency and episodic medical care to an Eligible Person. A board-certified Physician, a registered nurse, and a registered X-Ray technician must be in attendance at all times that the clinic is open.

The clinic's facilities must include X-ray and laboratory equipment and a life support system. For the purposes of this Policy, a clinic otherwise meeting these requirements but is, in any way, part of a regular Hospital shall be excluded from the terms of this definition.

OCCUPATIONAL DISEASE means a disease that is caused solely from performance of an Eligible Person's regular duties of his or her job and causes damage or harm to the physical structure of the body. It includes other diseases or infections that naturally result from the work-related disease. It does not include ordinary diseases to which the general public is exposed outside the Eligible Person's regular duties of his or her job. It does not include injury resulting from an Accident or Cumulative Trauma.

OCCURRENCE means an Accident or series of Accidents arising out of one event or incident.

ORTHOTIC APPLIANCE means an external device intended to correct any defect in form or function of the human body.

OUTPATIENT refers to an Eligible Person who receives medical care, treatment, services or supplies at a clinic, a Physician's Office or at a Hospital, if not a registered bed patient at that Hospital.

PARTIAL DISABILITY/PARTIALLY DISABLED means an Eligible Person's inability to perform one or more, but not all, of the essential duties of his or her occupation.

PERMANENT BASIS when used in reference to Actively at Work or Active Work shall mean anyone who is being reported by the Policyholder or Contractor as an Eligible Person on either; (1) the most recent Employee Census form or (2) the most recent Contract Labor Census Form.

PHYSICIAN means a person who is a licensed doctor of medicine or osteopathy; or is any other licensed health care provider that state law requires to be recognized as a Physician. He or she must be acting within the scope of his or her license; and cannot be the Eligible Person, Eligible Person's Spouse, son, daughter, father, mother, brother or sister.

POLICYHOLDER means the legal entity to which the policy is issued and named on the first page of the Policy. It is also referred to as "You", "Your", and "Yours".

POLLUTION RELATED DISEASE means any systematic disease due to hypersensitivity disorder or atopic disease, other than those directly caused from acute allergic reactions.

PRE-CERTIFICATION means a program whereby prior to incurring Covered Charges due to Hospital admission or Physician treatment, the Policyholder, an Eligible Person or his or her Physician obtains prior authorization from Us or Our representative. Please refer to the Pre-Certification provision in Section II, Accident Medical Expense.

PRE-EXISTING CONDITION OR INJURY means a condition or Injury(ies) for which diagnosis, treatment or care, including prescription, or medical advice was recommended or received within the twelve (12) month period immediately prior to an Eligible Person's effective date.

PREMIUM DUE DATE means the day of the month on which the premium is due.

REGULAR OCCUPATION means the occupation, business or employment which an Eligible Person was regularly engaged in and which was the source of an Eligible Person's income from the Policyholder when his disability began.

ROOM AND BOARD refers to all charges by whatever name called which are made by a Hospital, Hospice, or Convalescent Nursing Facility as a condition of Occupancy. such charges do not include the professional services of Physicians nor intensive nursing care by whatever name called.

SCOPE OF EMPLOYMENT means an activity of any kind or character that involves the furtherance of Your business, trade or profession or the Eligible Person's business, trade or profession at Your regular workplace in furtherance of Your business, trade or profession. Scope of employment does not include an Eligible Person's transportation to and from an Eligible Person's workplace unless:

1. the transportation is furnished as part of the contract of employment, or is paid by You, or the means of such transportation is under Your control; or

2. the Eligible Person is directed in his or her scope of employment to proceed from one place to another place.

TOTAL DISABILITY OR TOTALLY DISABLED means during the first 110 weeks of any continuous period of disability, an Eligible Person is not able to perform any of the Material and Substantial Duties of an Eligible Person's regular occupation, business or employment which he or she held when the disability began and, for the remainder of any such period of continuous disability, Total Disability shall mean the Eligible Person is not able to perform any of the duties of any occupation for which he or she is reasonable fitted by education, training or experience, Benefits will not be payable for any period of disability during which the Eligible Person is not under the regular and continuous care of a Physician.

URGENT CARE CLAIM means a claim for medical care or treatment with respect to which the application of the time periods for making Non-urgent care determination could seriously jeopardize the life or health of an Eligible Person or the ability of an Eligible Person to regain maximum function or, in the opinion of the Physician with knowledge of the Eligible Person's medical condition would subject the Eligible Person to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

USUAL AND CUSTOMARY CHARGE means the usual charge made by a Physician or other provider of services, supplies, medications or equipment that does not exceed the general level of charges made by other providers rendering or furnishing such care or treatment within the same area for similar type coverage. The term "area" means a county or such other area as is necessary to obtain a representative cross-section of such charges.

WEEKLY EARNINGS means Base Annual Earnings divided by 52. If Weekly Earnings vary from week to week, the average pay for the 13 weeks immediately preceding the Accident shall be used to determine the Weekly Accident Indemnity

SECTION II B

DEFINITIONS FOR THE CONTINGENT LIABILITY PORTION OF THE POLICY

ACCIDENT means a sudden and unforeseen event causing loss or injury, which is not due to any fault or misconduct of an Eligible Person, is independent of all other causes and occurs while the Eligible Person is Actively at Work.

CLAIM means a legal filing, claim, complaint or lawsuit with an administrative or regulatory agency or court of competent jurisdiction made by a **Covered Person** in which **You** are named as the defendant or respondent for benefits under workers' compensation insurance in connection with or arising out of a **Covered Accident**.

Contract Driver means a driver who:

1. has a valid and current Commercial Driver's License;
2. is authorized by **You** or an **Owner-Operator** to operate a power unit;
3. is compensated on a basis other than time expended in the performance of work;
4. is responsible for determining the route and hours for an assignment;
5. has a written contract or assignment from **You** or an **Owner Operator** which provides that he or she is an independent contractor. (Operating the power unit must be the principal duty of the **Contract Driver**).
6. is classified as an independent contractor by **You** or an **Owner-Operator**, and not as an employee, for purposes of workers compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose; and
7. is insured under an Occupational Accident policy at the time of the **Accident**.

Covered Accident means an **Accident** which occurs while a **Covered Person** is under **Dispatch**.

Covered Contingency occurs when **You** receive written notice from an administrative or regulatory agency or court of competent jurisdiction that a **Covered Person** has filed a **Claim** in connection with an **Accident** which occurred during the **Policy Period** while the **Covered Person** was under **Dispatch**.

Covered Person means an **Owner Operator** or **Contract Driver** as defined in this **Policy**.

Defense Expense means the reasonable fees, costs, and expenses incurred in the investigation, adjustment, defense and appeal of a **Claim**.

Dispatch means when the **Covered Person** is:

1. in route to pick up a load;
2. picking up a load;
3. in route to deliver a load;
4. unloading a load;
5. in route after dropping off a load;
6. waiting for a load if the **Covered Person** is not at home;
7. performing services **You** require; or
8. performing activities to comply with federal or state laws to satisfy motor carrier or commercial driving requirements.

Dispatch must be authorized by **You**. **Dispatch** does not include an **Accident** during usual travel between, to, and from work or a bona fide leave of absence or vacation.

Injury means bodily harm or bodily damage.

limits of Liability means the maximum loss **We** will pay including **Defense Expenses**.

Owner Operator means a driver who:

1. has a valid and current Commercial Driver's License;
2. owns or leases a power unit;
3. is responsible for the maintenance of the power unit;
4. is responsible for the operating costs of the power unit, including but not limited to fuel, repairs, supplies, and other expenses associated with the operation of the power unit;
5. is responsible for maintaining physical damage insurance on the power unit;
6. is responsible for hiring and supervising personnel who operate the power unit;
7. is compensated on a basis other than time expended in the performance of work;
8. is responsible for determining the route and hour for an assignment;
9. has the right to select the load;

10. has a written contract or assignment from **You** which provides that he or she is an independent contractor;
11. is classified as an independent contractor by **You** and not as an employee, for the purposes of workers' compensation insurance, federal income taxes, state income taxes, social security , unemployment insurance or for any other purpose; and
12. was insured under an Occupational Accident policy at the time of the **Accident**.

Policy means this **Contingent Liability Policy**

Policy Period means the period from the Effective Date of this Policy stated on the Declarations Page to the Expiration Date of this Policy also stated on the Declarations Page, or to any earlier cancellation date of this **Policy**.

We, Us, and Our refers to American Southern Insurance Companies

You and Your refers to the **Policyholder**.

SAMPLE

SECTION III A & B - PREMIUM

Premium Calculation and Payment. The premium is due on or before the Effective Date. It is further understood and agreed that the premium for this Policy is stated in the **Declarations . Premiums** are calculated by multiplying the rates shown in the **Declarations** by the number of **Covered Persons** in each respective **Covered Class** for each month. The **Policy** is subject to an annual audit to develop the final premium.

Premium Calculation will be as follows; The premium due date is the first of each month following the effective date of the **Policy** throughout the **Policy Period**. **Premium** is calculated on a per person per month **basis**. Monthly reporting is required to of new hires and terminations within 30 days of the hire date or termination date. Monthly reporting must be in a form acceptable to **Us**.

We have the right to inspect, audit, or review all of your records relating to the insurance at any reasonable time while the **Policy** is in force or within two (2) years after it is terminated. We have the right to audit your payroll records at any time. If it is determined that premiums have been underpaid, we shall be entitled to recover such underpayments. If the final settlement of all premiums and claims under this **Policy** takes more than two (2) years, the right to inspect, ;audit or review extends to the date of such settlement.

Incorrect Premium Payment. Premiums paid in error, for a person who is not covered, will be refunded. Such refunds are without interest and must be requested by you in writing. Except for fraud, premium adjustments or refunds, changes will be made only for the Current Policy year.

SECTION IV A & B

EFFECTIVE DATE, CHANGES IN COVERAGE AND TERMINATION DATE

Effective Date. Coverage under this **Policy** becomes effective on the date shown in the **Declarations**, provided the premium has been paid.

Changes in Coverage. Changes to this **Policy** are subject to the following:

1. this **Policy** may be amended or altered at any time by a written agreement between the parties to this contract;
2. we may, upon thirty-one (31) days written notice to you, change or modify the provisions of this **Policy** to comply with any applicable requirements of any state or federal law or regulation;
3. changes to this **Policy** may be made without the approval of a **Covered Person**; and
4. only our Officers, or our authorized representative have the authority to amend, alter, waive or change in any manner, the provisions of this **Policy**. The change must be in writing and signed by our Officer. We will not be bound by any promise or representation made by or to any agent or person other than our authorized Officer.

Cancellation of the Policy. This Policy will remain in effect only for the period shown on the face page of this Policy if premium is paid as required, unless We have agreed in writing to further extend coverage under this Policy. If premiums are not paid, there is a 31 Grace Period. This Policy shall terminate if:

1. The Policyholder gives Us written notice 31 days prior to the date premium is due that this Policy shall be canceled on that premium due date; or
2. We have given notice to the Policyholder that We wish to cancel coverage on the next premium due date. Notice must be given to the Policyholder at the last known address at least 31 days prior to the date of cancellation.
3. The Policyholder moves it's business to a state where We are not able to offer this insurance for sale; or
4. The Policyholder commits fraud or material misrepresentation in applying for or obtaining coverage or benefits under this Policy.

For conditions 1. and 2. above, under no circumstances will a termination be retroactive or dated back prior to the 31-day notice date. (Or date the premium was due)

Reinstatement of Policy. This **Policy** may be reinstated:

1. automatically, if we receive payment of delinquent premium with 31 days of the cancellation date of this **Policy**;

2. if we receive payment of the delinquent premium, as well as the following items, between 26 days and 45 days of the cancellation date of this **Policy**:

- a. all past due premium
- b. a no loss statement, showing no losses between the due date of premium you are being cancelled for and the current date.
- c. if not previously submitted, the Occupational Injury Employee Benefit Plan, Including Arbitration Program Meeting Sign-In Sheet, referred to as the Sign-Up sheet, completed and signed by all of your employees;

Termination of Covered Person's Coverage. Coverage on behalf of a **Covered Person** will cease on the earliest of the following dates:

1. the date this **Policy** terminates;
2. the last day of the **Policy Period** for which premiums have been paid;
3. the date he or she no longer meets the eligibility requirements as stated in this **Policy**, or
4. the first date he or she no longer meets our definition of a **Covered Person**.

NON-RENEWAL: We may non-renew the policy by mailing or delivering to **You** a written notice of non-renewal at least thirty (30) days prior to the Expiration date shown in the **Declarations**. If notice is mailed proof of mailing will be sufficient proof of notice.

SECTION V - A - LIMITS OF LIABILITY FOR LIMITED EMPLOYERS LIABILITY

Certain limits of our liability are shown in the **Declarations**. The **Combined Single Limit** per any one **Covered Person** is the most we will pay on the **Plan's** behalf or reimburse you for payments made to or on behalf of any one **Covered Person** whether payments or reimbursements are made under the **Occupational Injury Coverage** and/or the **Limited Employer's liability Coverage** provided by this **Policy combined with any underlying Accident Coverage**. The **Combined Single Limit** per any one **Occurrence** is the most we will pay for **Occupational Injury Coverage** and/or **Limited Employer's Liability Coverage** in connection with all **Covered Persons** whose respective **Bodily Injuries** are the direct result of any one **Occurrence**. The **Annual Policy Aggregate** is the most we will pay on the **Plan's** behalf or reimburse you for payments made to or on behalf of any or all **Covered Persons** during the **Policy Period**.

The **Combined Benefit Amount** limit of our liability is shown in the Benefits Schedule of the **Plan**. It is the most we will pay on the **Plan's** behalf or reimburse you on behalf of a **Covered Person** for each **Accident** under the **Occupational Accident Coverage**.

SAMPLE

SECTION VI A --EXCLUSIONS to EMPLOYERS LIMITED LIABILITY

No benefits will be provided under this Policy, with respect to Accident Medical Expense, Accidental Death & Dismemberment or Weekly Accident Indemnity:

1. which were incurred prior to the Effective date of coverage under the Policy or after coverage is terminated, unless Extension of Benefits applies;
2. incurred as a result of revolt, war or any act of war, whether declared or undeclared, or caused during service in the armed forces of any country;
3. resulting from or occurring during the commission or attempted commission of a crime by the Eligible Person; or while engaged in an illegal act, illegal occupation or felonious act or aggravated assault or due to taking part in a riot, rebellion, civil disturbance or insurrection;
4. incurred in connection with committing or attempting to commit suicide or any intentionally self-inflicted injury;
5. incurred for services or supplies which constitute personal comfort or beautification items, television or telephone use, or expenses actually incurred by other persons;
6. incurred in connection with the care or treatment of, or surgery performed for, a Cosmetic Procedure, including that portion of breast surgery which involved the implanting or injecting or any substance into the body for restoring breast shape, except for charges which result from an Injury, which occurs while the Eligible Person is covered under the Policy. Also, this exclusion shall not apply when such treatment is rendered to correct a condition resulting from an Accidental Injury, sustained while covered under the Policy.
7. incurred in connection with services and supplies which are not necessary for the direct treatment of the Injury, or are in excess of Usual and Customary charges, or are not recommended and approved by a Physician, unless specifically shown as covered expenses elsewhere in the Policy;
8. for services, supplies, medicines or treatments, including surgery, which are considered experimental or research by nature, and not recognized by the American Medical Association or the Food and Drug Administration as generally accepted and Medically Necessary for the diagnosis and/or treatment of an Injury, or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value;
9. for services rendered by a Physician, nurse or licensed therapist if such Physician, nurse or licensed therapist is a close relative of the Eligible Person, or resides in the Eligible Person's household;
10. incurred outside the United States if the Eligible Person traveled to such a destination for the sole purpose of obtaining medical service, drugs or supplies; or for services or supplies not considered legal in the United States;
11. for routine physical examinations or tests not connected with the actual Injury;
12. for Physician's fees for any treatment which is not rendered by or in the physical presence of a Physician; benefits will be paid only for eligible charges incurred for an Eligible Person under the direct care of a Physician;
13. incurred in the connection with eye refractions, the purchase or fitting of eyeglasses (with the exception of eye wear to be worn in connection with the Eligible Person's assigned job task), contact lenses, hearing aids, or such similar aid devices. This exclusion shall not apply to the initial purchase of a hearing aid or eyewear if the loss of hearing or eyesight is a result of a surgical procedure performed as a result of an Injury, while coverage is in effect;
14. incurred for treatment on or to the teeth, gums, the nerves or roots of the teeth, gingival tissue or alveolar processes or supplies used in such treatment or for dental appliances; however, benefits will be payable for charges incurred for treatment required because of Injury, to natural and sound teeth sustained while covered under the Policy. Such expenses must be incurred within six (6) months of the date of the Accident and shall not, in any event, be deemed to include charges for treatment for the repair or replacement of a denture;

15. for any Accident that occurs while an Eligible Person has been determined to be illegally intoxicated, or under the influence of any alcohol, narcotic, barbiturate or hallucinogen unless administered on the advice of a Physician and taken in accordance with the prescribed dosage. The injured Eligible Person may be subject to drug testing at an approved facility at the time of the accident;
 16. for professional nursing services, if rendered by other than a nurse unless such care is vital as a safeguard of the Eligible Person's life, and unless such care is specifically listed as a covered expense elsewhere in the Policy;
 17. in connection with ptomaine or bacterial infection other than bacterial infection occurring as a consequence of a covered accidental cut or wound;
 18. with regard to aircraft, unless We have agreed to cover any of the hazards listed in a-f below, the Policy shall not cover:
 - a. boarding, alighting from, riding or being struck by any aircraft owned, operated or leased by You, the Eligible Person or a member of the Eligible Person's household;
 - b. riding as a pilot, operator or crewmember in any aircraft;
 - c. flying in any aircraft which is rocket propelled;
 - d. flying in any aircraft being used for aerobatics, racing or an endurance test;
 - e. crop dusting, seeding, fertilizing, or spraying, fighting a fire, any exploration or power line patrol, the pursuit of animals or birds, aerial photography, banner towing or skywriting or any test or experimental cause;
 - f. flying when a special permit or waiver from the proper authority has to be issued.
 19. incurred while traveling to and from work;
 20. incurred while practicing for or participating in organized competitive games;
 21. incurred while driving in any race or speed contest or while testing any vehicle on a track or speedway;
 22. incurred for or in connection with Custodial Care, hydrotherapy, education or training, or work hardening;
 23. incurred for Pre-Existing Condition or Injury. This exclusion will not apply after the Eligible Person has been: (a) free from treatment, including prescriptions, for six (6) consecutive months; or (b) listed as an Eligible Person of the Policyholder for this benefit for twelve (12) consecutive months;
 24. incurred for treatment of Cumulative Trauma, Occupational Disease, repetitive motion or overuse disorders, Carpal Tunnel Syndrome, or any other diseases or disorders that are caused or arise out of or aggravated in the course of employment;
 25. incurred for any mental, emotional or psychological condition not directly attributable to an organic brain syndrome that results directly from an Injury, independent of disease, bodily infirmity or other cause;
 26. incurred for any and all types of Herpes, Simplex Type 2 Genital Herpes, Syphilis, Gonorrhea, psychiatric and/or mental and/or emotional disease, distress or disorder and Pollution Related sickness, disease or death;
 27. incurred by independent contractors or sub-contractors who are not Your Eligible Persons;
 28. which result from or are related to nuclear incidents or radioactive contamination;
 29. for fees associated with missed or cancelled Physician appointments;
- for any Accident that occurs while the Eligible Person is not in the Scope of Employment

SECTION VI-B - EXCLUSIONS TO CONTINGENT LIABILITY

This **Policy** shall not apply to, and no coverage shall be provided under this **Policy** for , any **Claim**:

1. brought by a person **You** acknowledge or classify as your **employee**;
2. brought by a driver of an **Owner Operator** who is acknowledged or classified by the **Owner Operator** as an **employee**
3. which did not arise from or in connection with an **Accident** while under **Dispatch**
4. with respect to an **Injury** that is intentionally self-inflicted, caused or aggravated by a **Covered Person**.
5. which arises out of the promulgation of any statute, regulation, or rule, or the amendment of any existing statute, regulation, or rule, the effect of which is to make an **Owner-Operator** or **Contract Driver Your** employee for purposes of the workers' compensation law;
6. in which a **Covered Person** is awarded workers' compensation insurance on the basis that **You** or an **Owner-Operator** represented to him or her that he or she was purchasing workers' compensation coverage when he or she was being offered and purchased occupational accident insurance;
7. brought by a similarly situated **Covered Person** after the issuance of an order by a state administrative or regulatory agency or board or a court of competent jurisdiction which has the effect of making all of **Your** similarly situated **Covered Persons** employees for the purposes of workers' compensation insurance;
8. arising out of all causes of action other than the workers' compensation laws;
9. arising out of the commission or attempt to commit a felony; or
10. arising out of the **Covered Person** being under the influence of drugs, alcohol, or intoxicants, if that **Claim** would not be covered under the workers' compensation laws where the **Claim** was filed.

SECTION VII A -- NOTICE OF CLAIM for LIMITED EMPLOYER LIABILITY **POLICY**

Claim Handling. Assurance Resources, Inc. is appointed as the **Claims Administrator** to investigate, adjudicate, and settle claims arising from any Accidental Bodily Injury that result in Limited Employer Liability Claims. You shall cooperate fully with the **Claims Administrator** and upon their request, supply such information as **Claims Administrator** may require in order to complete the claim file. Your failure to exercise diligence, prudence and good faith, or your willful mishandling or misadministration of any claim may result in the forfeiture of coverage for the claim.

No investigator, adjuster, or counsel shall be employed to represent our interest without our prior written approval. We reserve the right to obtain other professional services at our expense, as we deem necessary. You shall not make any payment nor incur any obligation to pay any sum regarding any **Accidental Bodily Injury** in excess of your **Deductible** without prior approval from the **Claims Administrator** or us.

Claim Reporting. Copy of Summons and/or complaint served upon you or your agent for the service of process or a copy of the legal demand received by you must be provided to us within two (2) business days of receipt of a summons and/or complaint or legal demand.

Duty to defend by us. We shall have the duty at our own expense to defend any claim or suit seeking damages covered under this Policy. You must cooperate with us in the investigation, settlement and defense of the claim or suit.

Settlement. We are entitled to settle claims. If such a claim is settled you shall cooperate with us, including the execution of appropriate settlement documents.

Payment of Claims. We reserve the right to pay, on behalf of the **Named Insured** any covered claim under this **Policy**.

Sunset Clause. We will cover losses described in the **Policy** occurring during the **Policy Period** Provided that, and only in so far as, such **Losses** are reported to us within thirty six (26) months of the date of such loss. Losses reported after such date, even if you become aware of the loss after such date, are not eligible for indemnification under this policy.

Arbitration. All disputes or controversies between you and us with respect to this **Policy** will be settle by binding arbitration. Either party may make written demand for arbitration setting forth the nature of the dispute. The **ERISA** plan will be the guide for the **Binding Arbitration**.

ERISA Claims Fiduciary. The **Named Insured** hereby designates American Southern Insurance Company of Atlanta, GA(or a person or persons it designates as the Claims Fiduciary of the **Plan** and gives them discretionary authority to determine eligibility for benefits and to construe the terms of the **Plan** in connection with the appeal of any claim under the **Plan**.

SECTION VII B NOTICE OF CLAIM FOR THE CONTINGENT LIABILITY POLICY

In the event a **Claim** is brought, **You** must notify **Us** within fifteen (15) days of receiving the **Claim**.

In the event a **Claim** is brought, **You** must provide **Us** with:

1. a copy of the demand, summons, petition or any other legal paper which **You** receive in connection with the **Claim**;
2. a written description of the **Accident** which gave rise to the **Claim**;
3. the names and addresses of any injured persons and witness to the **Accident**;
4. a copy of the written contract or assignment with **You** or the **Owner Operator**;
5. a copy of the enrollment form completed and filed by the **Covered Person** in connection with the Occupational Accident Policy and
6. a copy of the contract and/or lease agreement between the **Covered Person** and **You** or between the **Covered Person** and the **Owner Operator**.

In the event a **Claim** is brought, **You** must authorize **Us** to:

1. obtain records, documents and other information; and
2. engage legal counsel to appear at any and all hearings and proceedings related to the **Claim**.

In the event a **Claim** is brought, **You** must cooperate with **Us** in the investigation, settlement or defense of the **Claim**.

In the event a **Claim** is brought **You** must assist **Us**, upon request, in the enforcement of any subrogation claim against any person who may be liable for the benefits or payments which were made under this **Policy**.

In the event you make a recovery from a third party for a loss paid under this **Policy**, **You** must reimburse **Us** up to the amount of the benefits or payment made by **Us**.

You are not authorized to make any payment, assume any obligation, or incur any expense in connection with a **Claim** without **Our** prior written consent.

Claims are to be sent to: Assurance Resources, Inc.
P O Box 84525,
Pearland, TX 77584
Fax 713-432-1850

SECTION VIII B - CLAIM PAYMENT CONDITIONS FOR THE CONTINGENT LIABILITY

Sunset Clause. We will cover losses described in the **Policy** occurring during the **Policy Period** Provided that, and only in so far as, such **Losses** are reported to us within twenty six (26) months of the date of such loss. Losses reported after such date, even if you become aware of the loss after such date, are not eligible for indemnification under this policy.

SUBROGATION If **You** have rights to recover all or part of any payment **We** have made under this **Policy** from another person other than the workers' compensation insurer, those rights are transferred to **Us**. **You** must do nothing to impair or prejudice **Our** rights. **Your** obligations under this provision shall survive the expiration or cancellation of this **Policy**.

SAMPLE

SECTION IX - GENERAL PROVISIONS

Notification and Correspondence. Any notification or correspondence required or requested in this **Policy** which is to be sent to the Company must be sent to the address set forth below:

American Southern Insurance Company

3715 Northside Parkway, Building 400

Atlanta, GA 30327

Subrogation: We have the right to recover our losses from anyone liable for **Injury** covered by this policy. You will do everything reasonably necessary to protect those rights for us and help us enforce them. The recovered amount will first be used to reduce our loss. The balance, if any, will be returned to you.

Clerical Error. Inadvertent clerical errors, whether by you or by us, will not change the coverage or provisions of the **Policy**.

Other Insurance. If any other insurance, indemnity, reimbursement agreement or self-insurance exist protecting you against loss or have paid for any loss that ay otherwise be covered by this insurance, this insurance shall apply in excess of the other insurance, indemnity, reimbursement agreement or self insurance. This does not apply to any excess insurance, indemnity, reimbursement agreement or self insurance specifically purchased or structured by you to apply above our limit of liability.

Inspection. We have the right, but not the duty, to inspect your operations and workplaces. Such inspections are not safety inspections. They relate only to the insurability of the workplaces and the premium to be charged. We may give reports to you on the conditions found upon inspections. d By making an inspection, we do not undertake to provide for the health or safety of your employees or the public nor do we warrant that your workplaces are safe or that they comply with any law, regulation, code or standard.

Bankruptcy or Insolvency. Your bankruptcy, insolvency or other financial deficiencies will not relieve us from reimbursement obligation under this **Policy**, provided, however, our obligations will be the same as they would have been had your bankruptcy, insolvency or other financial deficiencies not occurred.

Conformity with State Statutes. Any provision of the **Policy** which, on its **Effective Date**, is in conflict with the statutes of the state in which this **Policy** is delivered is hereby amended to conform to the minimum requirement of such statutes.

Entire Contract This **Policy** is the complete contract. It Consists of this **Policy** and any attached riders, endorsements or amendments, and the Application, which is attached to and made part of this **Policy**.

Incontestability. Any statements made in the application are representations, not warranties. Unless contained in a written instrument, a copy of which has been furnished to you, no statements will be used:

1. to contest or void coverages under this **Policy**, or
2. to deny or reduce reimbursement, or
3. in defense to a claim under this **Policy**