Occupational Accident Insurance Policy ("Policy")

POLICYHOLDER: **[ABC Employer]**

POLICY NUMBER: **[123456]**

POLICY EFFECTIVE DATE: **[07-01-09 at 12:01 A.M.]**

POLICY TERM: **[07-01-09 at 12:01 A.M.] to [07-01-10 at 12:01 A.M.]**

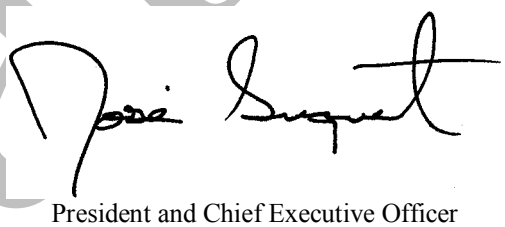
PREMIUM DUE DATE: **[1st of each month]**

STATE OF DELIVERY: **Texas**

In return for the payment of the required premium, We agree to indemnify Policyholder for the benefits detailed in the Policy subject to the terms and conditions set forth herein. The Policy takes effect on the Policy Effective Date shown above at 12:01 A.M. Standard Time at the address of the Policyholder where this Policy is delivered. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed upon terms. The Policy terminates at 12:01 A.M. Standard Time at the address of the Policyholder on the last day of the Policy Term unless Policyholder and We agree, in writing, to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premium is paid on or before the Premium Due Date shown above, We will issue a rider to identify the new Policy Term.

The Policy is governed by the laws of the state in which it is delivered.

Signed for Pan-American Life Insurance Company



President and Chief Executive Officer

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE.

THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS THAT 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 WHICH MUST BE FILED AND POSTED.

THE POLICY CONTAINS A MANDATORY ARBITRATION PROVISION AND IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

PLEASE READ THE POLICY CAREFULLY.

IMPORTANT NOTICE

To obtain information or make a complaint:

• You may contact [GreenWood International Insurance Services] at

[1-800-272-7488]

• You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

• You may write the Texas Department of Insurance at

P.O. Box 149104
Austin, Texas, 78714-9104
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the [agent] or [company] first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

• Puede comunicarse con su [GreenWood International Insurance Services] al

[1-800-272-7488]

• Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

• Puede escribir al Departamento de Seguros de Texas al

P.O. Box 149104
Austin, Texas, 78714-9104
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el [agente] o [company] primero. Si no se resuelve la dispula, puede enlonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para preposite de informacion y no se convierte on parte o condicion del documento adjunto.

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Additional Attachments:

[Amendment or Rider Name]	[Amendment or Rider Form Number]

SCHEDULE OF BENEFITS

POLICY NUMBER: [12345]

POLICY HOLDER: [ABC Company]

POLICY TERM: [1/1/2010 – 12/31/2010]

COVERED BUSINESS LOCATIONS: [123 Main Street, Austin, TX 78704]
[additional locations]

Limits of Liability:

[Combined Single Limit per Plan Participant per Occurrence:]	[$100,000 - $5,000,000]
Aggregate Limit per Occurrence:	[$1,000,000 - $10,000,000]
Annual Policy Aggregate Limit:	[$1,000,000 - 25,000,000]
Accidental Death and Dismemberment Benefit:	[$100,000 – 500,000]
[Deductible [per Plan Participant per Occurrence]:] [(or)] [Self Insured Retention [per Plan Participant per Occurrence]:]	[$0 - $2,000,000]
Medical Benefit Period:	[52 - 260 Weeks]
Disability Benefits	
Disability Benefit Period:	[52 - 260 Weeks]
Percentage of Average Weekly Earnings:	[60% - 75%]
Disability Maximum Weekly Benefit:	[$600 - $1,000]
Elimination Period:	[0 - 30 Days]
[Benefits as defined by ERISA Plan for Coverage period of:	[52 - 260 Weeks]]

Amendments / Riders:
[Amendment/Rider Name] [Form Number]

We will not pay more than the Annual Policy Aggregate Limit for all losses during the Policy Term. If, in the absence of this provision, We would pay more than Annual Policy Aggregate Limit for all losses during the Policy Term, then the benefits payable to each Plan Participant with a valid claim will be reduced proportionately, so the total amount We will pay is the Annual Policy Aggregate Limit.

SCHEDULE OF BENEFITS (Continued)

PREMIUM – Premium adjusted at a rate per Plan Participant

Class	Class Description	Rate per [Plan Participant] [Payroll]
[Class Code]	[Class Description]	[Rate]

[Minimum Deposit Premium:	[Total Fees]
[Estimated Monthly Premium:	[$0.00]]
Estimated Annual Premium:	[$0.00]
Payment Mode:	[Monthly, Quarterly, Semi-annual, Annual]
Annual Payroll Maximum	[$60,000.00]

Claim Administrator
[XXX
Telephone: XXXX
Fax: XXXX
Website: www.XXXX.com]

THE POLICY CONTAINS A MANDATORY ARBITRATION PROVISION AND IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

INSURANCE SECTION

This Policy insures the [Employer's Name Employee Occupational Injury Benefit Plan] (the "Plan") attached to this Policy as an integral part of the Application for Occupational Accident Insurance. The terms of this Policy may not be changed or waived, except by written amendment or endorsement signed by Our President or General Counsel and made part of this Policy.

No other organization newly acquired, incorporated or developed by the Policyholder shall be a Policyholder unless accepted by Our President or General Counsel in writing.

DESCRIPTION OF BENEFITS

This Policy reimburses for a Claims Loss only to the extent provided in this Policy. No Claims Loss will be reimbursed for any expenses incurred that are not paid in accordance with the terms and conditions of the Plan, or are eligible for payment or reimbursement under any other plan or insurance policy. The Policyholder may make changes to the Plan, but unless each change is prospectively sent to and accepted in writing by Us, this Policy will apply as if the change had not been made. We have the right to amend any item on the Schedule of Benefits as of the effective date We accept the change. We will reimburse the Policyholder for the amount of a Claims Loss paid in excess of the [Deductible/Self Insured Retention] shown in the Schedule of Benefits, but not for more than the Limits of Liability shown in the Schedule of Benefits. The amount reimbursed for a Claims Loss is subject to and will accumulate towards the Limits of Liability.

This insurance covers Claims Losses paid by the Policyholder under the Plan related to an Occupational Injury sustained by a Plan Participant which occurs during the period this Policy is in force.

We maintain the right to investigate eligibility status and attendance records to verify if a Plan Participant is eligible for benefits under the Plan. If We discover a Plan Participant is not eligible for benefits under the Plan, Our only obligation is to refund any premium paid for that Plan Participant.

Policyholder is the Plan Sponsor and warrants it has adopted the Plan [and the Dispute Resolution Plan (also attached to the Master Application for Occupational Accident Insurance)] as a condition of this Policy.

POLICYHOLDER'S [DEDUCTIBLE / SELF INSURED RETENTION] AND OUR LIMITS OF LIABILITY

[(Section included if Deductible Plan)]
[Policyholder shall retain and pay for its own account without the benefit of other insurance all Claims Losses up to the Deductible shown in the Schedule of Benefits.

The Limits of Liability are shown in the Schedule of Benefits. The [Combined Single Limit per Plan Participant per Occurrence] is the most We will reimburse, in excess of the Deductible for the amounts paid to or on behalf of any one Plan Participant as a result of one Occurrence for Claims Losses covered under this Policy. The Aggregate Limit per Occurrence is the most We will reimburse for the amounts paid to or on behalf of all Plan Participants as a result of one Occurrence for Claims Losses covered under this Policy. The Annual Policy Aggregate Limit is the most We will reimburse for the amounts paid to or on behalf of any or all Plan Participants for Claims Losses related to claims resulting from Occupational Injuries to Plan Participants occurring during the Policy Term, regardless of the amount of Claims Losses paid by Policyholder.]

[(Section included if Self Insured Retention Plan)]
[Policyholder shall retain and pay for its own account without the benefit of other insurance all Claims Losses up to the Self Insured Retention shown in the Schedule of Benefits.

The Limits of Liability are shown in the Schedule of Benefits. The [Combined Single Limit per Plan Participant per Occurrence] is the most We will reimburse for the amounts paid to or on behalf of any one Plan Participant as a result of one Occurrence for Claims Losses covered under this Policy. Any amounts paid by the Policyholder to satisfy the Self Insured Retention will also apply to the [Combined Single Limit per Plan Participant per Occurrence]. The Aggregate Limit per Occurrence is the most We will reimburse for the amounts paid to or on behalf of all Plan Participants as a result of one Occurrence for Claims Losses covered under this Policy. The Annual Policy Aggregate Limit is the most We will reimburse for the amounts paid to or on behalf of any or all Plan Participants for Claims Losses related to claims resulting from Occupational Injuries to Plan Participants occurring during the Policy Term, regardless of the amount of Claims Losses paid by Policyholder.]

The Limits of Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Term shown in the Schedule of Benefits, unless the Policy is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

We will reimburse the Policyholder for the amount of any Claims Losses paid in excess of the [Deductible/Self Insured Retention] shown on the Schedule of Benefits subject to the terms, conditions, limitations and exclusions set forth in the Policy. Reimbursements per Plan Participant will be limited to the Combined Single Limit per Plan Participant per Occurrence shown in the Schedule of Benefits. Reimbursement will not be paid for any benefits paid by the Policyholder to satisfy the [Deductible/Self Insured Retention].

We may reduce the amount of payments applied to the [Deductible/Self Insured Retention] if We determine they are in excess of fair and reasonable reimbursement. In no event will We be required to pay a Claims Loss below the [Deductible/Self Insured Retention]. We shall have no obligation to pay for or to reimburse any sum under the Policy until and unless the [Deductible/Self Insured Retention] is satisfied by the Policyholder.

If any other insurance, indemnity, reimbursement agreement or self-insurance exists protecting Policyholder or the Plan Participant against loss or have paid for any loss that may 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 Policyholder to apply above.

The inclusion of more than one organization as a Policyholder shown in the Schedule of Benefits will not increase Our Limits of Liability shown in the Schedule of Benefits.

EXCLUSIONS

No payment or reimbursement will be made for any Claims Loss resulting in whole or in part from, or contributed to or aggravated by, any of the non-covered items identified in the Plan or any Claims Loss otherwise covered by the Plan, whether known or unknown, that is not reported to Us within [12] months from the end of the Policy Term. The Policy indemnifies for Plan benefits only to the extent provided in the Plan and does not insure any casualty or general liability risk of the Policyholder. The Policy does not indemnify the Policyholder for any losses, damages or awards to Employees from a finding of negligence or otherwise for accidental injury or death except in accordance with the terms and conditions in the Amendment for Employer Indemnity Coverage if such coverage is made part of the Policy.

ADMINISTRATIVE PROVISIONS

Premium: Premium shall be paid in monthly, quarterly, semiannual, or annual installments, as shown on the Schedule of Benefits, with a deposit premium due with the Policyholder's Application. The premium for this Policy will be based on the rates currently in force for the amount of insurance in effect and is subject to verification by inspection or audit. The rates per Covered Class used to calculate the premium are shown in the Schedule of Benefits. The premium may change to reflect changes in coverage, Payroll and the number of the Policyholder's Plan Participants for each Covered Class identified in the Schedule of Benefits.

Earned Premium: The earned premium will be determined at the end of the Policy Term by use of the actual, instead of estimated, premium base. Policyholder will pay within 60 days such excess to Us. If such earned premium is less than previously paid, We will return the balance to Policyholder within 60 days.

Payment of Premium: The first premium is due on the Policy Effective Date. After that, premiums will be due [monthly] unless We agree in writing on some other method of payment. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which premiums were required to be paid. Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

Changes In Premium Rates: We may change the premium rates from time to time with at least 31 days advanced written notice by facsimile, electronic mail or regular mail. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, We reserve the right to change rates at any time and at Our sole discretion or judgment if any of the following events take place:

1. The terms of this Policy change.
2. A division, subsidiary, affiliated organization or Covered Class is added or deleted from this Policy.
3. Market factors bearing on the risk assumed in this Policy change.
4. Any federal or state law or regulation is adopted or amended to the extent it affects Our insurance obligation.
5. The risk or exposure assumed under this Policy change.

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

Incorrect Premium Payment: Premiums paid in error, for a Plan Participant who is not covered, will be refunded. Such refunds are without interest and must be requested by Policyholder in writing. Except for fraud, premium adjustments or refunds will be made only for the current and the prior Policy Term.

Policy Termination Date: We or the first named Policyholder shown in the Schedule of Benefits may terminate this Policy on any Premium Due Date by giving 31 days advance written notice to the other party. This Policy may be terminated at any time by mutual written consent of Policyholder and Us. This Policy terminates automatically: 1) at the end of the Policy Term; or 2) the Premium due date if Premiums are not paid when due; 3) Policyholder fraud in obtaining this coverage; or 4) the date the Plan terminates, whichever occurs first. Termination takes effect at 12:01 A.M. Standard Time at the Policyholder's address on the date of termination.

Access To Books, Records and Data: The Policyholder's books, records and data, and those books, records and other information of any Policyholder's agents, attorneys, and representatives, loss control or risk managers, and third party administrator relating to the subject matter of this Policy, shall be available for inspection by Us and Our representatives at all times during usual business hours during the Policy Term, and for 3 years after the Policy terminates. We or Our representatives may audit, make and take away copies of any and all such books, records and other information relating to the premiums or any subject matter of this Policy.

CLAIM PROVISIONS

Claim Administration: The Claims Administrator shown in the Schedule of Benefits is appointed by Us to investigate, settle and appeal any claim made against the Policyholder for a Claims Loss involving indemnity by this Policy. Policyholder must cooperate fully with Us and the Claim Administrator, and supply such information as requested to process such Claims Loss. Cooperation includes, but is not limited to, providing any information or documents needed to determine whether a Claims Loss is payable pursuant to the Plan. Failure by Policyholder to cooperate with Us in the the administration of a claim may result in the denial and non-payment of the Claims Loss involving indemnity by this Policy. Failure by Policyholder to exercise diligence or its mishandling of any claim may also result in the denial and non-payment of the Claims Loss involving indemnity by this Policy.

No investigator, adjuster, or counsel shall be employed to represent Our interest without Our prior written consent. We reserve the right to obtain other professional services at Our expense as We deem necessary. Policyholder shall not make any payment nor incur any obligation to pay any sum regarding any Claims Loss in excess of the [Deductible/Self Insured Retention] shown in the Schedule of Benefits without Our prior written consent.

Notice of Claim: The Policyholder agrees to give written notice to Us, or to the Claim Administrator shown in the Schedule of Benefits as directed by Us, as soon as reasonably practicable of each Occupational Injury that may give rise to a Claims Loss involving indemnity by this Policy and of each subsequent development that is related to the Claims Loss. We or the Claim Administrator shown in the Schedule of Benefits must be notified in writing within [30] consecutive days from the date of Occurrence for any Claims Loss involving indemnity by this Policy. Further, We or the Claim Administrator shown in the Schedule of Benefits must be notified IMMEDIATELY with respect to the following:

1. A Claims Loss that may exceed [50%] of the [Deductible/Self Insured Retention] as shown in the Schedule of Benefits
2. Amputation, severe burn, multiple trauma, spinal cord or brain injury
3. Temporary disability expected to exceed [7] [business] days
4. Motor Vehicle Accident
5. Any lawsuit or notice of legal action brought against the Policyholder with respect to a Claims Loss.
6. Injury to 2 or more Plan Participants from a single Occurrence
7. Death of a Plan Participant

Notice given to Us, or to the Claim Administrator shown in the Schedule of Benefits, with information sufficient to identify the Policyholder and the Plan Participant(s), and contained on forms supplied by Us, shall be deemed notice to Us.

Claim Forms: Within fifteen (15) days after receipt of written notice of Claims Loss from the Policyholder, We or the Claim Administrator shown in the Schedule of Benefits will furnish claim forms to, and request from the Policyholder, all items, statements, and forms that We reasonably believe, at that time, will be required from the Policyholder. Additional requests may be made during the investigation of the Claims Loss. If claim forms are not furnished, the Policyholder will be considered to have met the requirements for written proof of loss if the Policyholder delivers written proof of the loss to Us or to the Claim Administrator shown in the Schedule of Benefits including a description of the Occurrence, and the extent, date and nature of the Claims Loss.

Proof and Payment of Claims Loss: Written proof of loss must be delivered to Us or to the Claim Administrator shown in the Schedule of Benefits within [90] days after the date of such loss. If it is not reasonably possible to deliver the proof within [90] days, the claim is not affected if the proof is delivered to Us or to the Claim Administrator shown in the Schedule of Benefits as soon as possible; however, such proof must be delivered within [365] days of the date of loss. We will not make reimbursement for any Claims Loss if written proof of loss is not received by Us or the Claim Administrator shown in the Schedule of Benefits within [365] days of the date of loss.

Subject to the [Deductible/Self Insured Retention] and Limits of Liability shown in the Schedule of Benefits, reimbursement of any Claims Loss is payable within [60] days of the date We or the Claim Administrator shown in the Schedule of Benefits receive proper proof of Claims Loss.

The Policyholder must provide Us or to the Claim Administrator shown in the Schedule of Benefits with a loss summary every [three (3)] months detailing and updating developments concerning every Occupational Injury occurring within the Policy Term of which it is obligated to notify Us under the terms of the Policy. The information provided for each Occupational Injury must include the date and description of the Occupational Injury, its estimated ultimate cost, current settlement or litigation status, and the Policy Effective Date and Policy Number.

Notice of Plan Benefit Denials, Terminations, Suspensions and/or any Legal Involvements: We or the Claim Administrator shown in the Schedule of Benefits must be notified in writing within [2] business days when any benefits under the Plan otherwise due a Plan Participant has been denied, terminated or suspended. The Policyholder will also give immediate notice to Us or to the Claim Administrator shown in the Schedule of Benefits, including copies, upon receipt, of each lawsuit served or written demand made upon the Policyholder by any Plan Participant or any attorney representing a Plan Participant relating to a Claims Loss covered by the Policy, irrespective of the amount claimed.

Physical Examinations and Autopsy: We have the right to have a healthcare provider of Our choice examine a Plan Participant as often as is reasonably necessary. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the above noted examination(s) or autopsy requested by Us.

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

Cost Containment Requirement: The Policyholder is required to implement and follow medical care cost containment procedures as may be recommended by Us or the Claims Administrator shown in the Schedule of Benefits prior to the payment of any claim for benefits under the Plan, whether applied to satisfy the [Deductible/Self Insured Retention], or a payable or reimbursable claim against Our liability.

Settlement: The Policyholder agrees not to make any voluntary settlements involving payments by Us. We have all rights to adjust and settle claims for benefits under the Policy in excess of the [Deductible/Self Insured Retention]. If the [Deductible/Self Insured Retention] is not paid by the Policyholder, We have no obligations whatsoever under the Policy. If the Policyholder refuses to consent to any claims settlement demanded by a

Plan Participant and recommended by Us (hereinafter the "claims settlement amount"), but instead elects to contest a claim or to continue litigation at the trial level or at the appellate level in connection with such claim, then Our obligation under the Policy for such claim will not exceed the difference between the [Deductible/Self Insured Retention] and the lesser of the claims settlement amount, subject to Our Limits of Liability. We may discharge all obligations under the Policy on account of any such claim or suit by paying the difference between the [Deductible/Self Insured Retention] and the claims settlement amount, subject to Our Limits of Liability. Policyholder releases Us from any further liability for such claim upon Our payment as outlined above.

Subrogation: If reimbursement is made under the Policy, We will be subrogated to all of the Policyholder's rights of recovery, and all such rights of any person receiving monies provided or reimbursed by the Policy, against any person or organization except the Policyholder and its affiliates. The Policyholder agrees to execute and deliver instruments and do whatever else is necessary to secure Our subrogation rights. The Policyholder will do nothing to prejudice Our subrogation rights, without Our prior written consent.

Sunset Clause: We will reimburse Claims Losses covered by the Policy related to an Occupational Injury occurring during the Policy Term provided that, and only in so far as, such Claims Losses are reported to Us within [36 months] after expiration of the Policy Term. Claims Losses reported to Us after such date are not eligible for reimbursement under the Policy.

Commutation Clause: All Claims Losses under the Policy, if any, may at Our option, be commuted [36 months] after the end of the Policy Term. The Policyholder will submit a list of all Claims Losses under the Policy 30 days prior to the commutation date. The Claims Losses listing the Policyholder provides must include all pertinent information necessary to arrive at valuation of all Claims Losses. The Claims Losses listing the Policyholder supplies will be submitted to an actuary or appraiser mutually acceptable to both the Policyholder and Us to determine the discounted net worth of all Claims Losses. We will pay the Policyholder the discounted net worth of each Claims Loss that is in excess of the [Deductible/Self Insured Retention] shown in the Schedule of Benefits, subject to the Limits of Liability, within 30 days of receipt from the actuary or appraiser. Payment to the Policyholder in accordance with this paragraph will achieve a complete settlement and discharge of all present or future, known or unknown, Claims Losses under the Policy.

If the actuary or appraiser cannot be agreed upon by both the Policyholder and Us, each will appoint its own actuary or appraiser who will, in turn, appoint an independent actuary or appraiser who will establish the discounted net worth of each Claims Loss as described in the preceding paragraph.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including the Binder, the Schedule of Benefits and any endorsements, riders or amendments), the Application for Occupational Accident Insurance and all its attachments signed by or on behalf of the Policyholder are the entire contract.

We may, upon 31 days written notice to Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of any state or federal law or regulation. Changes to this Policy may be made without the approval of the Policyholder.

To be valid, any change or waiver must be in writing, signed by Our President or General Counsel and attached to this Policy. No agent has authority to change or waive any part of the Policy. We will not be bound by any promise or representation made by or to any agent or person other than the President or General Counsel of the Company.

Incontestability: The validity of this Policy will not be contested after it has been in force for [two] year(s) from the Policy Effective Date, except as to nonpayment of premiums.

Any statements made in the Application are representations and not warranties. No statement will be used to contest coverage under the Policy unless such statement is contained in a written instrument and a copy is given to the Policyholder.

Policyholder Not Our Agent: The Policyholder shall in no event be considered Our agent for purposes of the Policy or any other purpose.

Inspection and Safety: [For Our sole and exclusive benefit, an underwriting inspection by Our designated safety engineer, or safety inspector, will be permitted at all of the Policyholder's workplaces, with or without notice, during the Policyholder's regular business hours.] In the event of a request for inspection, Policyholder agrees, by acceptance of this Policy, to secure a loss control inspection by an inspection company selected by Us, within 30 days of such request. Such inspections are not safety inspections. They relate only to the insurability of the workplace and the premium to be charged. We may give reports to the Policyholder on the conditions found upon inspections. By making an inspection, We do not undertake to provide for the health or safety of Plan Participants or the public, nor do We warrant that Policyholder's workplaces are safe or healthful or that they comply with any law, regulation, code or standard, nor are We responsible for any penalties or fines incurred as the result of any violation of such laws, regulations, codes or standards.

Action Against Us: No action by the Policyholder will lie against Us unless, as a condition precedent thereto, it has fully complied with all the terms of the Policy, and until the amount of any obligation to pay damages arising from any Occurrence shall have been finally determined either by judgment against the Policyholder after actual trial or by written arms-length agreement between the Policyholder and the Employee claimant, and only after payment has been made by the Policyholder in full satisfaction of all expenses in connection with the Occurrence. Nothing contained in the Policy shall give any person or organization any right to join Us as a co-defendant in any action against the Policyholder to determine the Policyholder's liability for any Occurrence.

Binding Arbitration: In the event of any dispute, controversy or claim between the parties to the Policy, including their officers, directors, employees, owners, heirs, assigns, affiliates, reinsurers, or agents, related to or arising out of the matters covered by this agreement or its breach, such dispute, controversy, or claim will be finally settled by binding arbitration pursuant to the procedures set forth in this arbitration provision. The scope of this arbitration provision includes but is not limited to performance of the respective obligations of the parties under the Policy, any questions of interpretation of any article, clause, or other provision of the Policy, any claim for breach of the duty of good faith and fair dealing, breach of contract, or any claim for violation of any state, federal, or governmental law, statute, regulation or ordinance including, but not limited

to, the Texas Deceptive Trade Practices Act and the Texas Insurance Code. The parties agree that the insurance provided by the Policy involves commerce among multiple states, and therefore the Federal Arbitration Act and related federal procedure will govern arbitration as set forth in this provision to the fullest extent possible and state arbitration law will not apply.

This arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association unless specifically varied by the terms stated in this arbitration provision. Either party may make a written demand for arbitration, setting forth the nature of the dispute and naming an arbitrator with a minimum of 10 years' experience in the insurance industry, by registered or certified mail, return receipt requested. Notice to the Policyholder will be sent to the address furnished by the Policyholder in its application for coverage, unless We have received written notice of an address change from the Policyholder. Notice to Us will be sent to Us at Our address.

When a demand is made, the noticed party will have 30 days to respond and name a second arbitrator. If the noticed party does not respond by naming a second arbitrator within 30 days, the arbitrator named by the demanding party will be the sole arbitrator to hear the dispute. If the remaining party responds within the 30 days by naming a second arbitrator, the two arbitrators will select a third arbitrator with a minimum of ten years' experience in the insurance industry. Each party will pay the cost of its own arbitrator if a panel is selected consisting of two party arbitrators and an umpire. If the two arbitrators cannot agree upon a third arbitrator within 30 days, either may request that the selection of the third arbitrator be made by the Dallas, Texas office of the American Arbitration Association. A decision agreed to by two arbitrators will be binding.

The parties agree that the Policy is to be performed in Dallas, Texas. Unless both parties agree otherwise, arbitration will take place in Dallas, Texas. Arbitration will be conducted by written submission unless either party requests a live hearing before the arbitrator(s) at least 10 days prior to the due date for the written submission. Discovery will be limited to the exchange of documents. If there is to be a hearing, each side additionally will submit to the panel and the other party a detailed position brief, one week prior to the hearing, to include disclosure of witnesses to be called at the hearing. Affidavits of witnesses not testifying at a hearing will not be admitted.

The arbitrator(s) will not be bound by federal, state, or local rules of evidence or procedure, other than as set forth by the Federal Arbitration Act, and will apply the substantive law of the State of Texas or the industry standard or practice relating to the issue under consideration. Failure to correctly apply Texas substantive law because industry standard or practice was applied in lieu thereof, will neither void the arbitration award nor provide grounds to appeal to a court to vacate the award. The arbitrator(s) will deliver a decision stating only the arbitrators' ultimate determination within 30 days after a hearing on the issues or the written submission, and payment of any amounts awarded to either party will be due within 30 days after the issuance of the award, after that time interest on the award will accrue from the date the award was issued at a rate of 12% per annum until the award is finally paid. Any decision or award resulting from any arbitration proceeding will include assessment of costs, expenses and reasonable attorneys' fees. Judgment on the award rendered by the arbitrators, including any post-award interest, may be entered in any Court having jurisdiction thereof, and any costs of obtaining or collecting on the judgment, including reasonable attorneys' fees, will be assessed against the party against whom the judgment is filed and granted. Arbitrators will be limited to the award of actual or compensatory damages and costs only (including consequential damages), and will not be permitted to award punitive or exemplary damages against either party.

This arbitration provision will not be construed to deny any court having jurisdiction the power to award, in appropriate circumstance, interim relief pending arbitration, including, but not limited to, temporary restraining orders and injunctions, provided that it is not feasible for the arbitrators to consider such relief rapidly enough to prevent serious harm to the party seeking the relief and, provided further, that the arbitrators have not already considered such relief and refused to allow it. Notwithstanding the need for interim relief, if any party to the Policy pursues a claim covered by this arbitration provision by litigation

rather than arbitration, the responding party will be entitled to the dismissal of such action along with the recovery of all cost, attorneys' fees, and actual losses directly related to such action.

This arbitration clause will survive the expiration or other termination of the Policy.

Clerical Error: If a clerical error is made, it will not affect the insurance provided under the Policy. No error will continue the insurance beyond the date it should end under the Policy terms.

Not In Lieu Of Workers' Compensation: The Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

DEFINITIONS

Certain capitalized words and phrases used within this Policy have specific meanings. The definition of any capitalized word or phrase, if not defined in the text where used, may be found in either the Definitions section of the Plan or this Policy, or in the Schedule of Benefits.

"Accident" means an external sudden, unexpected and unintended event that occurs while coverage under the Policy is in effect at a specifically identifiable time and place.

["Aggregate Limit per Occurrence" is the most We will reimburse for the amounts paid to or on behalf of all Plan Participants as a result of one Occurrence for Claims Losses covered under this Policy.**]**

["Annual Policy Aggregate Limit" is the most We will reimburse for the amounts paid to or on behalf of any or all Plan Participants for Claims Losses related to claims resulting from Occupational Injuries to Plan Participants occurring during the Policy Term, regardless of the amount of Claims Losses paid by the Policyholder.**]**

"Claims Loss" means only those **[**Medical Benefits, Disability Benefits, Accidental Dismemberment Benefits and Accidental Death Benefits**]** actually paid by the Policyholder in accordance with the terms and conditions of the Plan.

["Combined Single Limit per Occurrence" is the most We will reimburse for the amounts paid to or on behalf of Plan Participants or the Policyholder as a result of one Occurrence for Claims Losses covered under this Policy. Any amount paid by the Policyholder to satisfy the Self Insured Retention will also apply to the Combined Single Limit per Occurrence.**]**

["Combined Single Limit per Plan Participant per Occurrence" is the most We will reimburse for the amounts paid to or on behalf of any one Plan Participant as a result of one Occurrence for Claims Losses covered under this Policy. **[**Any amounts paid by the Policyholder to satisfy the Self Insured Retention will also apply to the Combined Single Limit per Plan Participant per Occurrence**]]**.

"Covered Accident" means an Occupational Accident that occurs during the Policy Term while the Employee is covered under the Plan and that results in a Claims Loss for which benefits are payable under the Plan.

"Covered Class" means a class of Policyholder's Plan Participants defined as eligible under the Policy. Covered Classes are shown in the Schedule of Benefits.

["Deductible" means the amount as shown in the Schedule of Benefits which the Policyholder must pay before We will reimburse for any Claims Loss. If the Policyholder does not pay the Deductible for any reason, We shall have no obligation to pay under the Policy.**]**

"Occupational Accident" means an Accident that occurs during the Policy Term while coverage is in force and arose within the Plan Participant's Scope of Employment.

"Occupational Injury" means an identifiable physical injury to, or death of, a Plan Participant caused by an Accident or Occurrence during the Plan Participant's Scope of Employment.

"Occurrence" means an Occupational Accident or series of Occupational Accidents arising out of one event or incident occurring during the Policy Term in the Plan Participant's Scope of Employment with the Policyholder that results in an Occupational Injury. The date of an Occurrence for an Occupational Injury is the date of an Occupational Accident or the date of the first in a series of Occupational Accidents. The date of an Occurrence for an Occupational Disease or Cumulative Trauma is the date the condition manifests itself and is diagnosed as an Occupational Disease or Cumulative Trauma.

“Payroll” for premium calculation purposes means money or substitutes for money paid by the Policyholder to Plan Participant for compensation. For premium calculation purposes, the Payroll for any one Employee in any year is limited to the Annual Payroll Maximum shown on the Schedule of Benefits.

"Plan Participant" means an Employee who satisfies all eligibility requirements for participation in the Plan, and who has made a claim for, received or accepted any benefit under the Plan.

“Policyholder” means the Employer shown in the Schedule of Benefits, including any organization that has adopted the **[**Employer’s Name Employee Occupational Injury Benefit Plan name**]** and also shown in the Schedule of Benefits.

“Scope of Employment” means an activity of any kind or character that involves the furtherance of the Employer’s business, trade or profession at the Employer’s regular workplace or while temporarily away from the Employer’s workplace in furtherance of the Employer’s business, trade or profession. Scope of Employment does not include a Plan Participant’s transportation to or from work unless (a) the transportation is furnished as part of the employment or is paid for by the Employer or is under the Employer’s control or (b) the Plan Participant is directed in the scope of employment to proceed from one place to another place.

[“**Self Insured Retention**” means the amount as shown in the Schedule of Benefits which the Policyholder must pay before We will reimburse for any Claims Loss. If the Policyholder does not pay the Self Insured Retention for any reason, We shall have no obligation to pay under the Policy.**]**

“We”, “Our(s)”, “Us” refers to the insurance company underwriting the Policy.