



Trucking Industry Passenger Accident Insurance Program

Whether you are a single rig owner-operator or a motor carrier with hundreds of units, most truckers have the same concern when it comes to non-employee passengers in your trucks – who will pay the medical expenses for an injured passenger in the event of an accident? Did you know that in most states a passenger can sue the trucking company and driver of the truck if they are injured in an accident while riding as a guest – even if the authorized passenger is a family member? The bottom line is that you need to protect your company - as well as the passengers riding in your truck - and this can be done by buying passenger accident insurance. In addition to helping your passengers obtain access to accident medical benefits, the Specialty Insurance Solutions Trucking Industry Passenger Accident Insurance Plan may help keep the claim(s) off of your liability insurance policy.

ELIGIBILITY

Authorized Guest Passengers of an Independent Owner-Operator or Employee of a Participating Motor Carrier in the Specialty Insurance Solutions Trucking Industry Passenger Accident Insurance Program and whose names are on file the Policyholder and for whom the required premium has been paid and the enrollment form submitted. Guest Passengers do not include hitchhikers, co-drivers or employees of the Participating Motor Carrier or the Independent Owner-Operator who are receiving remuneration or compensation of any kind.

BENEFIT HIGHLIGHTS

Accident Medical Expense Limit:	\$100,000
Accidental Death and Dismemberment (AD&D):	\$300,000
Benefit Period:	52 Weeks
Deductible:	\$0
Accident Dental Expense Limit:	\$100,000
Burn Benefit:	\$25,000 (additional coverage)
Accident Coma Benefit:	5% of principal AD&D sum per month for up to 20 months

RATE –

Easy, annual, flat rate structure so you don't have to worry about remembering to enroll each month.

Annual Per Truck Rate: \$120 (coverage follows the truck for all authorized passengers)

or

Annual Per Driver Rate: \$120 (coverage follows the driver regardless of which truck they are driving for all authorized passengers)

ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING, OR PARALYSIS BENEFIT

If, within 365 days from the date of an Accident covered by this Policy, Injury from such Accident, results in a loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum, which applies for the Covered Person.

Loss Percentage of Principal Sum

Loss of Life	100%
Loss of Both Hands, Both Feet, Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Quadriplegia (total Paralysis of both upper and lower limbs)	100%
Paraplegia (total Paralysis of both lower limbs)	50%
Loss of One Hand, One Foot or Sight of One Eye	50%
Loss of Speech or Hearing (both ears)	50%
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body. "Paralysis" means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

ACCIDENT COMA BENEFIT

If an insured passenger lapses into an irreversible coma as a result of a covered injury, benefits will be paid as follows: Beginning on the 31st day of the coma, 5% of the Principal Sum will be paid per month over a 20-month period or until death, whichever comes first. Upon death, any remaining Principal Sum will be paid as provided in the Policy. If any other benefits for this condition are payable under the Policy, only one of the amounts, the largest applicable, will be paid.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Policy.

Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Benefit Period" means the period of time, from the date of Injury, shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage, for whom proper premium payment has been made, and who is therefore insured under this Policy.

"Deductible Amount" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's Spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies, which are incurred by the Covered Person for the Medically Necessary treatment of Injury. Eligible Expenses must be incurred while this Policy is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security

Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has on its premises, medical, diagnostic and treatment facilities, including major surgical facilities, available to it on a prearranged basis. A clinic or facility for

rehabilitative treatment is a hospital whether or not it includes major surgical facilities;
and

(6) Charges for its services.

Hospital does not include:

(1) A clinic or facility for:

(a) Convalescent, custodial, educational or nursing care;

(b) The aged, drug addicts or alcoholics; or

(2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

(a) The services are rendered on an emergency basis; and

(b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm, which results, directly and independently of all other causes, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Insured" means a Covered Person for whom insurance is in force under this Policy.

"Medically Necessary" or **"Medical Necessity"** means the service or supply is:

(1) Prescribed by a Doctor for the treatment of the Injury; and

(2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Supervised or Sponsored Activity" means an authorized function by a Policyholder:

(1) In which the Covered Person participates;

(2) Which is organized by or under its auspices; and

(3) Which is within the scope of customary activities for such entity.

"Usual, Reasonable and Customary ("U&C") means:

(1) With respect to fees or charges, fees for medical services or supplies which are;

(a) Usually charged by the provider for the service or supply given; and

(b) The average charged for the service or supply in the locality in which the service or supply is received; or

(2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

The Insurance Company, in its sole discretion, shall make the final determination of what constitutes Usual, Reasonable and Customary.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

(1) Is caused by or results from the Covered Person's own:

(a) Intentionally self-inflicted Injury, suicide or any attempt thereat;

- (b) Voluntary self-administration of any drug or chemical substance, not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
- (c) Commission or attempt to commit a felony;
- (d) Participation in a riot or insurrection;
- (e) Driving under the influence of a controlled substance unless administered on the advice of a Doctor;
- or
- (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

(2) Is caused by or results from:

- (a) Declared or undeclared war or act of war;
- (b) An Accident, which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
- (c) Aviation, except as specifically provided in this Policy;
- (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release

Injuries, which result over a period of time (such as blisters, tennis elbow, etc.) are not covered.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

1. Services or treatment rendered by a Doctor, nurse or any other person who is:
 - a. Employed or retained by the Policyholder; or
 - b. Who is the Covered Person or a member of his immediate family;
2. Charges which:
 - a. The Covered Person would not have to pay if he did not have insurance; or
 - b. Are in excess of Usual, Reasonable and Customary charges.
3. An Injury that is caused by flight in:
 - a. An aircraft, except as a fare-paying passenger;
 - b. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - c. An ultra-light, hang-gliding, parachuting or bungee-cord jumping;
4. Travel in or upon:

- a. A snowmobile;
- b. Any two or three wheeled motor vehicle;
- c. Any off-road motorized vehicle not requiring licensing as a motor vehicle;
5. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
6. That part of medical expense payable by any automobile insurance Policy without regard to fault. (Does not apply in any state where prohibited);
8. Injury that is:
 - a. The result of the Covered Person being Intoxicated ; or
 - b. Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a Doctor;
9. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
10. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
11. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
12. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro rata premium upon request;
13. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
14. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
15. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
16. Cosmetic surgery, except for reconstructive surgery due to an Injury;
17. Any loss which is covered and paid by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
18. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
19. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
20. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;

HOW TO ENROLL:

1. Complete the attached application and return it with the premium payment to the address shown.
2. Enroll and pay online with a credit card or ACH payment at:
<http://www.sis-inc.biz/trucking>

Plan Administered by: Specialty Insurance Solutions, Inc.
Plan Underwritten by: United States Fire Insurance Company