



## CERTIFICATE OF INSURANCE

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Hartford, Connecticut  
(A stock insurance company)

**Policyholder: Independent Drivers Guild**  
**Policy Number: ADD-13289**  
**Policy Effective Date: June 1, 2023**  
**Policy Anniversary Date: June 1, 2024**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Kevin Barnett, Secretary

Jonathan Bennett, President

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**This is ACCIDENT insurance only. This is a supplement to health insurance and is NOT a substitute for major medical or other comprehensive health insurance coverage. This policy only pays benefits related to a covered accident.**

**IMPORTANT NOTICE-THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.**

### READ YOUR CERTIFICATE CAREFULLY

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The Policy during the initial 30 day period will be deducted from the refund.

#### *A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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**Schedule of Insurance**

**HARTFORD LIFE INSURANCE COMPANY**

**POLICYHOLDER:**  
Independent Drivers Guild

**CERTIFICATE NUMBER:**  
ADD-13289

**CERTIFICATE EFFECTIVE DATE:**  
Class 1: June 1, 2023  
Class 2: After June 1, 2023,  
members under age 70, the date You  
enrolled in The Black Car Fund  
Drivers Benefit Program  
**SCHEDULE EFFECTIVE DATE:** N/A

**POLICY NUMBER:**  
ADD-13289  
**YOUR NAME:** N/A

**POLICY AGE LIMIT:**  
80 years of age

**RENEWAL PREMIUM PERIOD:** N/A

PREMIUMS MAY CHANGE ON ANY RENEWAL DATE

**Accidental Death Benefit**

**Accidental Death Benefit –  
Principal Sum**                      \$100,000

Note - This Is Not A Premium Notice

## DEFINITIONS

**Active Member** means a member of The Black Car Fund Drivers Benefit Program who is in good standing.

**Actively at Work** means You are performing all the Essential Duties of Your Occupation for wage or profit (at least an average of 10 hours per week).

**Airworthiness Certificate** means:

- 1) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or
- 2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Civil or Public Aircraft** means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

**FAA** means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the equivalent aviation authority for the country of the aircraft's registry, if the governmental authority is recognized by the United States.

**Injury** means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

**Military Transport Aircraft** means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

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

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or where required by state law, any other legally qualified practitioner of healing art;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) operating within the scope of his or her license; and
- 4) not the Covered Person or an Immediate Family Member.

**Related** means Your Spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Scheduled Aircraft** means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) Is licensed by the FAA for the transportation of passengers for hire; and
- 2) Publishes its flight schedules and fares for regular passenger service.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page.

**We, Us, or Our** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this certificate is issued.

## PERIOD OF COVERAGE

### Effective Date:

You will become covered under The Policy on the Certificate Effective Date shown in the Schedule of Insurance and subject to payment of the required premium.

### Effective Date for Changes in Coverage:

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the date of the change.

### Termination:

Coverage will end on the earliest to occur of:

- 1) the date The Policy terminates;
- 2) the Premium Due Date on or next following the date You:
  - a) cease to be an active member of the Policyholder;
  - b) attain the Policy Age Limit; or
- 3) the date You are no longer in a class eligible for coverage, or the class is cancelled.

## BENEFITS

### Accidental Death Benefit:

If You sustain an Injury that results in Loss of life within 90 days of the date of accident, We will pay Your amount of Principal Sum after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

Your amount of Principal Sum is shown in the Schedule of Insurance.

## EXCLUSIONS

### Exclusions:

The Policy does not cover any loss caused or contributed to by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while On any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft other than as a fare paying passenger on a scheduled or charter flight operated by a Scheduled Aircraft;

The Policy does not cover any loss to which a contributing cause was the insured's commission of or attempt to commit a felony.

## GENERAL PROVISIONS

### Notice of Claim:

You, or the person who has the right to claim benefits, must give Us, or Our representative, written notice of a claim within 90 days after:

- 1) the date of death; or
- 2) the date of loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

**Claim Forms:**

Within 15 days of receiving a Notice of Claim We, or Our representative, will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which covers the occurrence, character and extent of the loss for which claim is made may be submitted.

**Proof of Loss:**

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your Beneficiary Designation (if applicable);
- 4) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 5) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 6) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 7) Any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

**Sending Proof of Loss:**

Written Proof of Loss must be sent within 120 day(s) after the loss. All Proof of Loss should be sent to Us or Our representative.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible.

**Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

**Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision, but not more than 60 day(s) after such Proof of Loss is received.

**Claims to be Paid:**

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate; or
- 2) all to Your surviving spouse; or
- 3) if Your spouse does not survive You, in equal shares to Your surviving child(ren); or
- 4) if no child survives You, in equal shares to Your surviving parents; or
- 5) if no parents survive You, in equal shares to Your surviving brothers or sisters.

When the benefit is payable, We will pay it in a single lump sum check.

We will make any payments, other than for loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent,

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

**Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the broker of record. Only satisfactory forms sent to the broker of record prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the broker of record.

In no event may a beneficiary be changed by a Power of Attorney.

**Claim Denial:**

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision.

This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

**Claim Appeal:**

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
  - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
  - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

**Assignment:**

You have no assignment rights under The Policy.

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than 2 years after the date Proof of Loss is required to be given according to the terms of The Policy.

**Workers' Compensation:**

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

**Insurance Fraud:**

Insurance Fraud occurs when You provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You perpetrate Insurance Fraud.

**Misstatements:**

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No material statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.