



THIS IS NOT A CERTIFICATE OF INSURANCE. YOU WILL NOT RECEIVE A CERTIFICATE OF INSURANCE UNLESS YOU ENROLL FOR COVERAGE.

THIS EXPLANATION OF COVERAGE DESCRIBES THE MAIN FEATURES OF THE POLICY, BUT THE POLICY IS THE ONLY CONTRACT UNDER WHICH BENEFIT PAYMENTS ARE MADE. IF THERE IS AN INCONSISTENCY BETWEEN THE EXPLANATION OF COVERAGE AND THE POLICY, THE POLICY WILL GOVERN.

THE COVERAGE MAY VARY BY STATE.

EXPLANATION OF COVERAGE
OCCUPATIONAL ACCIDENT INSURANCE
FOR INDEPENDENT CONTRACTORS
PARTICIPATING IN THE
ON-DEMAND COMPANIES' GROUP
INSURANCE TRUST

**THIS INSURANCE IS NOT WORKERS' COMPENSATION INSURANCE.
IT IS NOT A SUBSTITUTE FOR WORKERS' COMPENSATION INSURANCE.
THIS INSURANCE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY.
IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR
LOSSES DUE TO SICKNESS.**

POLICYHOLDER: On-Demand Companies' Group Insurance Trust
Trustee: Christiana Trust a Division of WSFS Bank

TRUST ADMINISTRATOR: Affinity Insurance Services, Inc.

APPROVED PLATFORM OPERATOR(S): Rasier, LLC and its affiliates

The Policy upon which this Explanation of Coverage is based, is governed by the laws of the state of Delaware.

Limited Benefit, Please Read Carefully

EXPLANATION OF COVERAGE

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ELIGIBILITY

A person is eligible to become an **Insured Person** provided he or she is at least eighteen (18) years of age and is:

Class I:

A **Transportation Provider** who enrolls for coverage under the **Policy**. For purposes of the **Policy** a **Transportation Provider** must:

1. be under contract to provide **Transportation Services** with a **Platform Operator** approved by **Us**;
2. be a **Participant** in the **Trust**;
3. own, lease, rent or be authorized to use a motorized vehicle if a motorized vehicle is being used to provide **Transportation Services**;
4. provide all necessary equipment, tools, and other materials necessary to perform **Transportation Services** at his or her own expense;
5. hold and maintain a valid and current driver's license with the appropriate level of certification to operate his or her motorized vehicle if a motorized vehicle is being used to provide **Transportation Services**, as well as all applicable licenses, permits, approvals, and authority necessary to provide **Transportation Services**;
6. be solely responsible for determining the most effective, efficient, and safe manner to perform **Transportation Services**;
7. possess the appropriate and current level of training, expertise, and experience to provide **Transportation Services** in a professional manner and with due skill, care, and diligence;
8. not be externally directed or controlled in the provision of **Transportation Services**, including with respect to his or her acts or omissions, and maintenance and operation of his or her motorized vehicle if a motorized vehicle is being used to provide **Transportation Services**;
9. retain the sole right to determine when, where, and for how long he or she will perform **Transportation Services**;
10. retain the option to accept, decline, or ignore specific requests for **Transportation Services**, and to cancel accepted requests for services, subject to certain contractual terms and conditions;
11. not be required by the **Platform Operator** to display logos, colors, or other signage on his or her motorized vehicle if a motorized vehicle is being used to provide **Transportation Services**, except as required by applicable law or regulation, or to wear a uniform or any other branded clothing;
12. have complete discretion to provide **Transportation Services** or otherwise engage in other business or employment activities, including but not limited to the right to use any and all **Platforms** offering referrals and payment processing functionality;
13. be paid primarily on the basis of a multifactor fare or fee established by contract that may vary depending on the nature and duration of the **Transportation Services** provided;
14. receive an IRS Form 1099 for federal income tax reporting purposes or if the **Transportation Provider** receives a W-2, the **Transportation Provider** must be the owner of the business entity which is the **Participant** in the **Trust**;
15. be responsible for any and all taxes on all earnings arising from the performance of **Transportation Services**; and
16. be classified and treated as an Independent Contractor and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, or unemployment insurance or for any other purpose or if the **Transportation Provider** receives a W-2, the **Transportation Provider** must be the owner of the business entity which is the **Participant** in the **Trust**.

If an **Insured Person** is covered under more than one policy issued by **Us** for the same **Covered Injury**, only one policy will pay benefits, the policy with the largest benefits.

If an **Insured Person** pays premium but is not eligible for coverage or does not qualify for benefits under the **Policy**, **We** will refund any premium paid in error.

EFFECTIVE DATE

Class I - Transportation Provider: Coverage under the **Policy** begins on the latest of:

1. the **Policy** Effective Date;
2. the date the person becomes a member of an eligible Class as described above; or
3. the date and time the person enrolls for coverage.

TERMINATION DATE

Class I - Transportation Provider: Coverage under the **Policy** ends on the earliest of:

1. the date the **Policy** is terminated;
2. the date and time the **Insured Person** requests, electronically or in writing, that his or her coverage be terminated; or
3. the date and time the **Insured Person** ceases to be a member of an eligible Class as described above.

Subject to the terms, conditions, exclusions and limitations of the **Policy**, termination of coverage will not affect a claim for a **Covered Loss** that occurs either before or after such termination, if that **Covered Loss** results from an **Accident** that occurred while coverage was in force under the **Policy**.

SCHEDULE OF BENEFITS

OCCUPATIONAL ACCIDENT BENEFITS

Accidental Death Benefit:

Principal Sum *	\$50,000
Accident Commencement Period	365 days

Survivor's Benefit:

Principal Sum *	up to \$150,000
Monthly Benefit Percentage	1.0%

Accidental Dismemberment and Loss of Use Benefit:

% of Principal Sum *	up to \$200,000
Monthly Benefit Percentage	1.0%
Accident Commencement Period	365 days

Temporary Total Disability Benefit:

Disability Commencement Period	90 days
Waiting Period	7 days
Benefit Percentage	50% of AWE
Minimum Weekly Benefit Amount	\$100
Maximum Weekly Benefit Amount	\$500
Maximum Benefit Period **	104 weeks

Continuous Total Disability Benefit: ***

Waiting Period	Maximum Benefit Period for Temporary Total Disability
Benefit Percentage	50% of AWE
Minimum Weekly Benefit Amount	\$100
Maximum Weekly Benefit Amount	\$500
Maximum Benefit Period	5 years or to age 70 whichever is earlier

Accident Medical Expense Benefit:

Medical Commencement Period	90 days
Deductible Amount	\$0
Maximum Benefit Period **	104 weeks
Maximum Benefit Amount per Accident	\$1,000,000

Lifetime Maximum Benefit **\$1,000,000**

Limits on **Accident Medical Expense** Benefits:

Services provided by a Chiropractor or Acupuncturist, not including Physical Therapy,
Occupational Therapy, Work Hardening Therapy \$1,000 per **Injury**
Mental and Nervous – Outpatient \$25.00 per visit
maximum 20 visits for any one **Accident**
Mental and Nervous – Inpatient maximum 20 days
maximum \$1,000 for any one **Accident**

OCCUPATIONAL ACCIDENT LIMITS OF LIABILITY

Combined Single Limit \$1,000,000
Aggregate Limit of Liability \$5,000,000
(Applicable to all **Covered Losses** with respect to any one **Occupational Accident**)
Aggregate Limit of Liability for Acts of Terrorism \$2,000,000

* The **Accidental** Dismemberment and **Loss of Use** Benefit will be paid as a Monthly Benefit at 1% of the applicable **Principal Sum**. The payment of this Monthly Benefit will cease upon the earliest of the following: (1) the date the total of the **Insured Person's Principal Sum** has been paid; or (2) the date the **Insured Person** dies. The most **We** will pay for this benefit, as well as the **Accidental** Death Benefit, in total, is the **Insured Person's** maximum **Principal Sum**, if he or she can recover benefits under more than one of the benefits as a result of the same **Accident**.

At age 70, the **Principal Sum** will be based on the following schedule:

For Death and Survivor Benefits, Age at Date of Covered Loss

<u>For Dismemberment and Loss of Use Benefit, Age at Date of Benefit Payment</u>	<u>% of Principal Sum</u>
70 – 74	50%
75 and over	10%

** If an **Insured Person** sustains a **Covered Injury** at or after age 70, the **Maximum Benefit Period** will be one (1) year.

***If an **Insured Person** sustains a **Covered Injury** after his or her normal Social Security retirement age, as determined by federal law, he or she cannot qualify for **Continuous Total Disability**.

BENEFITS

ACCIDENTAL DEATH BENEFIT

If a **Covered Injury** to an **Insured Person** results in death within the **Accident Commencement Period** shown in the **Schedule**, **We** will pay the **Principal Sum** shown in the **Schedule**. The **Accident Commencement Period** for **Accidental** Death starts on the date of the **Accident** that caused such **Injury**. If an **Insured Person** suffers an **Accidental** Death such that an **Accidental** Death Benefit is payable under the **Policy**, **We** will pay the benefit in accordance with the **Recipient of Payment** provision.

Survivor's Benefit

The Monthly Benefit Amount will be as described in the **Schedule**. The Monthly Benefit Amount will be paid to the **Insured Person's** surviving **Spouse** up to the **Principal Sum** shown in the **Schedule**.

If he or she is not survived by a **Spouse**, or if his or her **Spouse** dies or remarries, **We** will pay or continue to pay the Survivor's Benefit to the **Insured Person's** surviving **Dependent Child(ren)**, if any. If there is more than one surviving **Dependent Child**, the Survivor's Benefit will be distributed equally among the surviving **Dependent Children**. The payment of the monthly Survivor's Benefit will end on the earliest of the following dates:

- the date the **Insured Person's Spouse** dies or remarries, if there are no **Dependent Child(ren)**;
- the date the **Insured Person's** last **Dependent Child** dies or is no longer eligible as defined in the GENERAL DEFINITIONS Section of the **Policy**; or

- the date the **Principal Sum** has been paid.

If an **Insured Person** is not survived by a **Spouse** or any **Dependent Child(ren)**, **We** will pay only the **Accidental Death Benefit** in accordance with the Payment of Claims provision of the **Policy**. **We** will not pay a Survivor's Benefit.

Exposure and Disappearance

If an **Insured Person** is exposed to weather because of an **Accident** and this results in a **Covered Loss**, **We** will pay the applicable **Principal Sum**, subject to all **Policy** terms.

If his or her body has not been found within 365 days after the disappearance, stranding, sinking or wrecking of a motorized vehicle in which he or she was a **Transportation Provider**, then it will be presumed, subject to all other terms and provisions of the **Policy**, that the **Insured Person** has suffered **Accidental Death** within the meaning of the **Policy**. If he or she is subsequently found alive and identified, **We** have the right to recover any benefits paid.

ACCIDENTAL DISMEMBERMENT AND LOSS OF USE BENEFIT

If **Injury** to an **Insured Person** results in any one of the **Covered Losses** specified below, within the **Accident Commencement Period** shown in the **Schedule** for **Accidental Dismemberment and Loss of Use**, **We** will pay the Percentage of the **Principal Sum** indicated below.

<u>For Covered Loss of:</u>	<u>Benefit</u>
<ul style="list-style-type: none"> • Both Hands or Both Feet; Sight of Both Eyes; One Hand and One Foot; One Hand and the Sight of One Eye; One Foot and the Sight of One Eye; or Use of Four Limbs 	100% of Principal Sum
<ul style="list-style-type: none"> • Use of Three Limbs 	75% of Principal Sum
<ul style="list-style-type: none"> • Use of Two Limbs 	66 2/3% of Principal Sum
<ul style="list-style-type: none"> • One Hand or One Foot; Sight of One Eye; or Use of One Limb 	50% of Principal Sum
<ul style="list-style-type: none"> • Thumb and Index Finger of Same Hand 	25% of Principal Sum

For purposes of the **Accidental Dismemberment Benefit**, **Loss** will mean:

Loss of a hand or foot means complete severance through or above the wrist or ankle joint. **Loss** of sight of an eye means total and irrecoverable loss of the entire sight in that eye. **Loss** of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

Loss of Use means total paralysis of a **Limb** or **Limbs**, which has continued for 12 consecutive months and is determined by **Our** competent medical authority to be permanent, complete and irreversible. **Limb** means an arm or a leg. Proof of total paralysis may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

If an **Insured Person** sustains more than one **Loss** as a result of the same **Covered Accident**, only one amount, the largest, will be paid.

TEMPORARY TOTAL DISABILITY (TTD) BENEFIT

TTD Benefit Qualifications.

If a **Covered Injury** to an **Insured Person** results in **Temporary Total Disability** within the **Disability Commencement Period** shown in the **Schedule** for the **Temporary Total Disability** Benefit, **We** will pay the **Temporary Total Disability** Benefit specified below, subject to satisfaction of any applicable **Waiting Period** shown in the **Schedule**. The **Disability Commencement Period** for **Temporary Total Disability** starts on the date of the **Accident** that caused such **Injury**. After the **Waiting Period** has been satisfied, the **Temporary Total Disability** Benefit will be payable from the day the **Waiting Period** was satisfied.

TTD Benefit Amount.

The **Temporary Total Disability** Benefit with respect to each week of **Temporary Total Disability** during a **Single Period of Total Disability** is equal to the lesser of the Benefit Percentage (as shown in the **Schedule**) of the **Insured Person's Average Weekly Earnings (AWE)** subject to the **Minimum Weekly Benefit Amount** shown in the **Schedule**; or the **Maximum Weekly Benefit Amount** shown in the **Schedule**. In no event will the weekly benefit amount be less than the **Minimum Weekly Benefit Amount** as shown in the **Schedule**.

The **Temporary Total Disability** Benefit with respect to less than a full **Benefit Week** of **Temporary Total Disability** equals 1/7th of the weekly benefit amount for each day of **Temporary Total Disability**.

TTD Average Weekly Earnings Calculation.

For the purposes of this **Temporary Total Disability** Benefit, **Average Weekly Earnings (AWE)** will be calculated as follows:

For Class I - Transportation Providers: Gross earnings from **Platform Operator(s)** minus the fee(s) withheld by the **Platform Operator(s)** in the twenty-eight (28) days prior to the **Covered Accident** divided by four (4).

If an **Insured Person** does not have gross earnings from **Transportation Services** from **Platform Operator(s)** earned in the twenty-eight (28) days prior to the **Covered Accident**, We will award him or her the **Minimum Weekly Benefit Amount** as shown in the **Schedule**.

TTD Benefit Offsets.

Subject to the **Minimum Weekly Benefit Amount**, the **Temporary Total Disability Benefit** will be reduced by: (1) Social Security Disability Benefits, excluding any amounts for which the **Insured Person's Dependents** may qualify because of his or her Disability; (2) Social Security Retirement Benefits; (3) Individual or Group Disability Benefits; (4) the amount of any disability income benefits from any automobile or no-fault policy or insurance except for any automobile or no-fault coverage provided by the **Platform Operator** approved by Us; (5) the amount the **Insured Person** receives as compensation for lost wages or lost income in a lawsuit or the settlement of a lawsuit; and (6) any income from employment or services, or from leasing the **Insured Person's** motorized vehicle, if he or she used a motorized vehicle to provide **Transportation Services**. Upon request, the **Insured Person** must provide federal income tax schedules and returns to Us for the purpose of calculating this offset.

TTD Benefit Termination.

The **Temporary Total Disability** Benefit will cease on the earliest of the following dates:

1. the date the **Insured Person** is no longer **Temporarily Totally Disabled**;
2. the date the **Maximum Benefit Period** shown in the **Schedule** has been reached;
3. the date on which the **Temporary Total Disability** is not substantiated by objective medical evidence satisfactory to Us; or
4. the date the **Insured Person** dies.

TTD Benefit Definitions.

As used in this **Temporary Total Disability** Benefit:

Benefit Week means a 7-day period of time that begins on the first day of **Temporary Total Disability** after the **Waiting Period** shown in the **Schedule** for **Temporary Total Disability**, and on the same day of each week thereafter.

Continuous Care means at least monthly monitoring and/or evaluation of the disabling condition by a **Physician**. We must receive proof of continuing **Temporary Total Disability** on a monthly basis unless We agree to a longer period.

Disability Commencement Period means the time period, shown in the **Schedule** for **Temporary Total Disability**, between the date of the **Accident** that caused the **Injury** and the date that **Temporary Total Disability** must begin for disability benefits to be payable under the **Policy**.

Maximum Benefit Period means, with respect to **Temporary Total Disability**, the maximum period for which benefits will be payable for a **Temporary Total Disability Covered Loss** during a **Single Period of Total Disability**. The **Maximum Benefit Period** begins after the **Waiting Period**, as indicated in the **Schedule**, has been satisfied. The length of the **Maximum Benefit Period** for **Temporary Total Disability** is shown in the **Schedule**.

Maximum Weekly Benefit Amount is as shown in the **Schedule**.

Minimum Weekly Benefit Amount is as shown in the **Schedule**.

Single Period of Total Disability means all periods of **Temporary Total Disability** due to the same or related causes (whether or not insurance has been interrupted) except **Temporary Total Disability** due to entirely different and unrelated causes, separated by at least one full day during which the **Insured Person** is not **Temporarily Totally Disabled**.

Temporary Total Disability or **Temporarily Totally Disabled** means disability that: (1) prevents an **Insured Person** from performing his or her **Material and Substantial Duties** as a **Transportation Provider**; (2) requires the care and treatment of a **Physician**; and (3) requires that, and results in, the **Insured Person** receiving **Continuous Care**. If the **Insured Person** does not adhere to the treatment plan the **Physician** prescribes relating to his or her disabling condition, he or she will not qualify for the **Temporary Total Disability** Benefit.

For purposes of this section "**Material and Substantial Duties**" will mean a duty or duties which an **Insured Person** is required to perform in order to transport passengers or goods for hire.

CONTINUOUS TOTAL DISABILITY (CTD) BENEFIT

CTD Benefit Qualifications.

If a **Covered Injury** to an **Insured Person** resulting in **Temporary Total Disability**, subsequently results in **Continuous Total Disability**, We will pay the **Continuous Total Disability** Benefit specified below, provided:

1. the benefits payable for the **Temporary Total Disability Covered Loss** ceased solely because the **Maximum Benefit Period** shown in the **Schedule** for **Temporary Total Disability** has been reached, but the **Insured Person** remains disabled;
2. the **Insured Person** is under the normal Social Security retirement age, as determined by federal law, on the day after the **Maximum Benefit Period** shown in the **Schedule** for **Temporary Total Disability** has been reached;
3. the **Insured Person** has been granted a Social Security Disability Award solely for his or her disability (If the **Insured Person** cannot meet the credit requirement for a Social Security Award, he or she cannot qualify for the **Continuous Total Disability** Benefit even if he or she would otherwise qualify);
4. the **Insured Person's** disability is reasonably expected to continue without interruption until he or she dies, and is substantiated by objective medical evidence satisfactory to Us;
5. the **Insured Person's Injury** began within the **Disability Commencement Period** shown in the **Schedule**; and
6. the **Temporary Total Disability** was not principally due to a **Mental and Nervous or Depressive Condition**. (If the **Temporary Total Disability** was principally due to a **Mental and Nervous or Depressive Condition**, the **Insured Person** does not qualify for a **Continuous Total Disability** Benefit.)

The **Insured Person** cannot qualify for a **Continuous Total Disability** Benefit unless he or she qualified for a **Temporary Total Disability** Benefit for the same **Covered Injury**.

Sunset Period: If an **Insured Person** is not granted a Social Security Award solely for his or her disability within two (2) years of the **Injury**, he or she cannot qualify for a **Continuous Total Disability** Benefit even if he or she would otherwise qualify.

CTD Benefit Amount.

The weekly benefit amount will be the lesser of the benefit percentage, as shown in the **Schedule**, of the **Average Weekly Earnings (AWE)**, or the **Maximum Weekly Benefit Amount** as shown in the **Schedule**. In no event will the weekly benefit amount be less than the **Minimum Weekly Benefit Amount** as shown in the **Schedule**.

The **Continuous Total Disability** Benefit with respect to less than a full **Benefit Week** of **Continuous Total Disability** equals 1/7th of the weekly benefit for each day of **Continuous Total Disability**.

CTD Average Weekly Earnings Calculation.

For purposes of this **Continuous Total Disability** Benefit, **Average Weekly Earnings (AWE)** will be calculated as follows:

For Class I - Transportation Providers: Gross earnings from **Platform Operator(s)** minus the fee(s) withheld by the **Platform Operator(s)** in the twenty-eight (28) days prior to the **Covered Accident** divided by four (4).

If the **Insured Person** does not have gross earnings from **Transportation Services** from **Platform Operator(s)** earned in the twenty-eight (28) days prior to the **Covered Accident**, We will award him or her the **Minimum Weekly Benefit Amount** as shown in the **Schedule**.

CTD Benefit Offsets.

Subject to the **Minimum Weekly Benefit Amount**, the **Continuous Total Disability Benefit** will be reduced by: (1) Social Security Disability Benefits, excluding any amounts for which the **Insured Person's Dependents** may qualify

because of his or her **Disability**; (2) Social Security Retirement Benefits; (3) Individual or Group Disability Benefits; (4) the amount of any disability income benefits from any automobile or no-fault policy or insurance except for any automobile or no-fault coverage provided by the **Platform Operator** approved by **Us**; (5) the amount the **Insured Person** receives as compensation for lost wages or lost income in a lawsuit or the settlement of a lawsuit; and (6) any income from employment or services, or from leasing the **Insured Person's** motorized vehicle, if he or she used a motorized vehicle to provide **Transportation Services**. Upon request, the **Insured Person** must provide federal income tax schedules and returns to **Us** for the purpose of calculating this offset.

CTD Benefit Termination.

The **Continuous Total Disability** Benefit will cease on the earliest of the following dates:

1. the date the **Insured Person** is no longer **Continuously Totally Disabled**;
2. the date the **Insured Person's** Social Security Disability Award ceases;
3. the date the **Insured Person** attains age 70;
4. the date the **Maximum Benefit Period** shown in the **Schedule** for **Continuous Total Disability** has been reached;
5. the date on which **Continuous Total Disability** is not substantiated by objective medical evidence satisfactory to **Us**;
or
6. the date the **Insured Person** dies.

CTD Benefit Definitions.

As used in this **Continuous Total Disability** Benefit:

Benefit Week means a 7-day period of time that begins on the day after the **Maximum Benefit Period** for **Temporary Total Disability** has been reached, and on the same day of each week thereafter.

Continuous Care means at least quarterly monitoring and/or evaluation of the disabling condition by a **Physician**. **We** must receive proof of continuing **Continuous Total Disability** on a quarterly basis unless **We** agree to a longer period. These requirements may be waived by **Us**.

Continuous Total Disability or **Continuously Totally Disabled** means disability that: (1) prevents an **Insured Person** from performing the duties of any occupation for which he or she is qualified by reason of education, training or experience; (2) requires the care and treatment of a **Physician**; and (3) requires that, and results in, the **Insured Person** receiving **Continuous Care**. If the **Insured Person** does not adhere to the treatment plan the **Physician** prescribes relating to his or her disabling condition, he or she will not qualify for a **Continuous Total Disability** Benefit.

In addition to the requirements set forth above, if the **Insured Person** can perform an occupation which would provide an annual gross income equal to or greater than the income reported from **Platform Operators** filed on his or her most recent federal income tax return filed prior to the **Covered Injury**, he or she is not **Continuously Totally Disabled**.

The **Insured Person** must provide **Us** with such federal income tax return in order to qualify for a **Continuous Total Disability** Benefit.

Maximum Benefit Period means, with respect to **Continuous Total Disability**, the maximum period for which benefits will be payable for a **Continuous Total Disability Covered Loss**. The **Maximum Benefit Period** begins after the **Waiting Period**, as indicated in the **Schedule**, has been satisfied. The length of the **Maximum Benefit Period** for **Continuous Total Disability** is shown in the **Schedule**. Benefits payable under the **Temporary Total Disability** Benefit will not be considered **Continuous Total Disability** Benefits for purposes of applying the **Maximum Benefit Period**.

Maximum Weekly Benefit Amount is as shown in the **Schedule**.

Minimum Weekly Benefit Amount is as shown in the **Schedule**.

Terms used in this **Continuous Total Disability** Benefit, but which refer to **Temporary Total Disability** and are defined in the **Temporary Total Disability** Benefit, are to be interpreted as defined in that Benefit.

ACCIDENT MEDICAL EXPENSE (AME) BENEFIT

AME Benefit Qualifications.

If an **Insured Person** suffers an **Injury** that requires him or her to be treated by a **Physician**, within the **Medical Commencement Period** shown in the **Schedule** for the **Accident Medical Expense** Benefit, **We** will pay the **Usual**

and Customary Charges incurred for **Medically Necessary Covered Accident Medical Services** received due to that **Injury**, up to the **Maximum Benefit Amount** and **Maximum Benefit Period** shown in the **Schedule**, per **Insured Person**, for all **Injuries** caused by a single **Covered Accident**, subject to any applicable **Deductible Amount**.

The **Medical Commencement Period** for the **Accident Medical Expense** Benefit starts on the date of the **Accident** that caused such **Injury**. The **Deductible Amount** for the **Accident Medical Expense** Benefit is the **Deductible Amount** shown in the **Schedule**, if any, which must be met from **Usual and Customary Charges** for **Medically Necessary Covered Accident Medical Services** incurred due to **Injuries** sustained by the **Insured Person** in that **Covered Accident**.

AME Benefit Covered Accident Medical Services.

1. **Hospital** semi-private room and board (or room and board in an intensive care unit), **Hospital** ancillary services (including but not limited to, use of the operating room or emergency room), or use of an **Ambulatory Medical Center**;
2. Services of a **Physician**;
3. Ambulance, including air ambulance, service to or from a **Hospital**;
4. Laboratory tests;
5. Radiological procedures;
6. Anesthetics and the administration of anesthetics;
7. Blood, blood products and artificial blood products, and the transfusion thereof;
8. Physical Therapy, Occupational Therapy, Work Hardening Therapy and Chiropractic or Acupuncturist Care;
9. Rental of **Durable Medical Equipment**, up to the actual purchase price of such equipment;
10. The initial supply, but not replacement of: casts, splints, trusses, braces, artificial limbs and artificial eyes subject to the **Accident Medical Expense** Benefit Exclusions section;
11. Medicines or drugs administered by a **Physician** or that can be obtained only with a **Physician's** written prescription;
12. Repair or replacement of **Sound Natural Teeth** damaged or lost as a result of a **Covered Injury**;
13. **Extended Care Facilities**; and
14. **Home Health Care**.

The foregoing **Covered Accident Medical Services** are subject to all of the limits as shown in the **Schedule**.

AME Benefit Exclusions.

In addition to the GENERAL EXCLUSIONS in SECTION VI of the **Policy** and this Explanation of Coverage, charges for **Covered Accident Medical Services** do not include, and benefits are not payable with respect to, any expense for or resulting from:

- repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or repair of existing **Durable Medical Equipment** unless for the purpose of modifying the item because **Injury** has caused further impairment in the underlying bodily condition;
- dentures, bridges, dental implants, or treatment not related to the **Injury**;
- eye glasses or contact lenses not related to the **Injury**;
- hearing aids or hearing examinations not related to the **Injury**;
- that portion of rental expense for **Durable Medical Equipment** that exceeds the usual purchase cost for similar equipment in the locality where the expense is incurred;
- **Custodial Services**;
- **Personal Comfort or Convenience Items**;
- services of a Federal, Veteran's, State or Municipal **Hospital** for which the **Insured Person** is not liable for payment;
- services or treatment which is covered by Medicare, unless required by law;
- that portion of the fee for services or treatment which is more than the **Usual and Customary Charge**;
- cosmetic, plastic or restorative surgery unless **Medically Necessary** for the treatment of an **Injury**;

- services or treatment which are provided for in a settlement or court judgment;
- services or treatment for which the Insured Person is not legally obligated to pay;
- an **Extended Care Facility** stay that does not follow a **Hospital** confinement of five (5) days or more;
- any mileage charges related to the **Covered Injury** unless authorized by Us;
- any translation charges related to the **Covered Injury** unless authorized by Us;
- any lodging charges related to the **Covered Injury** unless authorized by Us; or
- services or treatment which are covered under any other insurance of any kind except for any automobile or no-fault coverage provided by the **Platform Operator** approved by Us.

AME Benefit Definitions.

As used in this **Accident Medical Expense** Benefit:

Ambulatory Medical Center means a facility that meets all of the following requirements:

1. operates under the laws of the state that it is situated in;
2. has a staff of **Physicians** and permanent facilities that are equipped and operated primarily for the purpose of providing medical services or performing subject procedures; and
3. provides continuous **Physician** and Graduate Registered Nurse (RN) services whenever a patient is in the facility. An **Ambulatory Medical Center** does not include a **Hospital** or a **Physician's** office or a clinic.

Custodial Services means any services which are not intended primarily to treat a specific **Injury**. **Custodial Services** include, but will not be limited to, services: (1) related to watching or protecting the **Insured Person**; (2) related to performing or assisting the **Insured Person** in performing any activities of daily living, such as: (a) walking; (b) grooming; (c) bathing; (d) dressing; (e) getting in or out of bed; (f) toileting; (g) eating; (h) preparing foods; or (i) taking medications that can usually be self-administered; and (3) that are not required to be performed by trained or skilled medical or paramedical personnel.

Durable Medical Equipment refers to equipment of a type that is designed primarily for use, and used primarily by people who are injured (for example, a wheelchair or a **Hospital** bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of **Injury** or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

Extended Care Facility means an institution that meets all of the following requirements:

1. operates under the laws of the state that it is situated in;
2. is approved by the Department of Health and Human Services or its successor;
3. is regularly engaged in providing skilled nursing care of sick or injured persons as inpatients at the patient's expense;
4. provides 24 hour a day nursing service by or under the supervision of a Graduate Registered Nurse (RN);
5. provides skilled nursing care under the supervision of a **Physician**; and
6. maintains a daily medical record of each patient.

Home Health Care means nursing care and treatment for an **Insured Person** in his or her home as part of an overall extended treatment plan. To qualify, the extended treatment plan must:

1. be approved in writing by the attending **Physician**;
2. be provided by a **Hospital** certified to provide **Home Health** services or by a certified **Home Health Care** agency;
3. begin within seven (7) days after discharge from a **Hospital**; and
4. follow a **Hospital** confinement of five (5) days or more.

No benefits are payable for **Home Health Care** services provided by:

1. a member of the **Insured Person's** immediate family; or
2. a person residing in the **Insured Person's** home.

Hospital means a facility that: (1) operates under the law of the state that it is situated in; (2) is approved by the

Department of Health and Human Services or its successor; (3) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (4) has 24-hour nursing service by graduate registered nurses (RN), on duty or on call; and (5) is supervised by one or more **Physicians**. A **Hospital** does not include: (1) a nursing, convalescent or geriatric unit of a **Hospital** when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing or other section of the **Hospital** that is used for such purposes; or (3) any military or veterans **Hospital** or soldiers home or any **Hospital** contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Maximum Benefit Period means, with respect to the **Accident Medical Expense** Benefit, the maximum period for which benefits will be payable for **Covered Accident Medical Services** for or in connection with a single **Accident Medical Expense Covered Loss**. The **Maximum Benefit Period** starts from the date of the **Accident** that caused the **Injury**. The length of the **Maximum Benefit Period** for **Accident Medical Expense** is shown in the **Schedule**.

Medical Commencement Period means the time period shown in the **Schedule** between the date of the **Accident** that caused the **Injury** and the date that the first medical service or treatment must be incurred for **Accident Medical Expense** Benefits to be payable under the **Policy**.

Medically Necessary means that a **Covered Accident Medical Service**: (1) is essential for diagnosis, treatment or care of the **Injury** for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a **Physician** and performed under his or her care, supervision or order. The fact that a **Physician** may prescribe, authorize, or direct a service does not of itself make it **Medically Necessary** or covered by the **Policy**.

Personal Comfort or Convenience Item(s) means those items that are not **Medically Necessary** for the care and treatment of an **Insured Person's Injury**. The term **Personal Comfort or Convenience Item(s)** includes, but is not limited to: (1) a private **Hospital** room, unless **Medically Necessary**; (2) television rental; and (3) **Hospital** telephone charges.

Sound Natural Teeth means natural teeth that are either unaltered or fully restored to their normal function and are disease free, have no decay, and are not more susceptible to **Injury** than unaltered natural teeth. (We will also cover the repair or replacement of an existing bridge or denture.)

Usual and Customary Charge(s) means a charge that is made for a **Covered Accident Medical Expense** Benefit that: (1) does not include charges that would not have been made if no insurance existed; (2) is the lesser of the usual charges for similar services, treatment, supplies, or **Hospital** room and board in the locality where the expense is incurred, or the Workers' Compensation fee schedule, if applicable, or the negotiated rate of the **Preferred Provider** designated by Us. For a **Hospital** stay, the **Usual and Customary Charge** is based upon the expense for a semi-private room and board charge, unless the stay is a **Medically Necessary** stay in an intensive care unit; and (3) with respect to drugs, is the negotiated rate of the **Preferred Provider** designated by Us, if applicable, or 125% of the Average Wholesale Price (AWP).

LIMITATIONS

Combined Single Limit.

We will not pay more than the **Combined Single Limit** stated in the **Schedule**.

Aggregate Limit of Liability.

We will not pay more than the **Aggregate Limit of Liability** stated in the **Schedule**.

Aggregate Limit of Liability for Acts of Terrorism.

We will not pay more than the **Aggregate Limit of Liability for Acts of Terrorism** stated in the **Schedule**.

Incarceration Limitation.

Benefits being made to an **Insured Person** will cease while he or she is incarcerated in a penal facility. The benefit will resume, as if the benefits had been paid, subject to all **Policy** conditions, when he or she is released from such facility.

GENERAL EXCLUSIONS

The **Policy** does not cover any losses caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide; intentionally self-inflicted **Injury** or any attempt at intentionally self-inflicted **Injury**, including, but not limited to, any attempt to restrict the flow of oxygen to the brain for purposes of autoeroticism or auto-erotic asphyxiation; or any **Injury** resulting from a provoked attack;
2. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease or **Injury**; or complications following the surgical treatment of illness or disease or **Injury**; except for **Accidental** ingestion of contaminated foods;
3. **Cumulative Trauma** and/or **Repetitive Conditions**;
4. **Occupational Disease**;
5. performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Railroad Retirement Act, the Jones Act or the United States Longshore and Harbor Workers' Act, or similar coverage;
6. war, or any act of war, whether declared or undeclared;
7. involvement in any type of active military service;
8. any **Injury** for which an **Insured Person** is entitled to benefits pursuant to any Workers' Compensation Law or other similar legislation;
9. any loss insured by employers' liability insurance;
10. the **Insured Person** being intoxicated. The **Insured Person** is conclusively deemed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle, when the **Injury** occurs. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of intoxication;
11. the deliberate ingestion of a poison, fume, noxious chemical substance; or the use of a prescription drug unless taken as prescribed by a **Physician**; or a non-prescription drug, unless taken in accordance with its directions;
12. participation in the commission or attempted commission of a crime, any felony, an assault, insurrection or riot;
13. participation in any of the following activities: automobile racing or stunts, motorcycle racing or stunts, racing, or any other extra-hazardous activity;
14. a cardiovascular event or stroke caused prior to or at the same time as an **Accident**;
15. alcoholism or drug addiction or the use of any drug or narcotic except as prescribed by a **Physician** operating within his or her scope of authority;
16. any **Pre-Existing Condition** until the **Insured Person** has been continuously covered under the **Policy** for twelve (12) consecutive months; or
17. when there is a passenger in the motorized vehicle while the **Transportation Provider** is **Online** and not performing **Transportation Services**.

CLAIMS PROVISIONS

Notice. An **Insured Person** or his or her beneficiary, or someone on their behalf, must give **Us** written notice of the loss within twenty (20) days of such loss. The notice must include the **Insured Person's** name and the **Policy** Number. To request a claim form, the **Insured Person** or his or her beneficiary, or someone on their behalf may contact **Us** at 844-747-6221. The notice must be sent to the Claims Department at Atlantic Specialty Insurance Company, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claim Forms. **We** will send the claimant Proof of Loss (claim) forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the forms in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the loss. **We** will accept this report as a Proof of Loss if sent within the time fixed below for filing a Proof of Loss. The notice should include the **Insured Person's** name, the **Participant's** name and the **Policy** number.

Proof of Loss. Written Proof of Loss, acceptable to **Us**, must be sent within ninety (90) days of the date of the loss. If the loss is one for which the **Policy** requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as **We** may reasonably require. Failure to furnish Proof of Loss, acceptable to **Us**, within such time, will neither invalidate nor reduce any claim if it is not reasonably possible to furnish the Proof of Loss, and the proof is provided as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. **We** have a right to investigate the Proof of Loss and any relevant documents which the **Insured Person** will make available to **Us** upon request.

Time of Payment. **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, immediately upon receipt of written Proof of Loss that is acceptable to **Us**.

Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each one (1) week period. The unpaid balance, which remains when **Our** liability ends, will then be paid when **We** receive the proof of **Covered Loss** that is acceptable to **Us**.

Recipient of Payment.

1. Loss of Life. **Covered Losses** resulting from an **Insured Person's** death are paid to his or her named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured Person**, **We** will pay the benefit to his or her survivors in the following order:
 - a. the **Insured Person's Spouse**;
 - b. the **Insured Person's** child(ren);
 - c. the **Insured Person's** parents;
 - d. the **Insured Person's** brothers and sisters;
 - e. the **Insured Person's** estate.
2. All Other Claims. Benefits are paid to the **Insured Person**, except **We** will pay the **Accident Medical Expense** Benefit to the party who furnished the service unless **We** receive written notice from the **Insured Person** to change the payment.

Physical Examination and Autopsy. **We** have the right to examine an **Insured Person**, if his or her **Injury** is the basis of a claim, when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** may also require an autopsy be performed, unless forbidden by law.

Conditional Claim Payment. If an **Insured Person** suffers a **Covered Loss(es)** as the result of **Injuries** for which a third party may be liable, **We** will pay the amount of benefits otherwise payable under the **Policy**. However, if the **Insured Person**, his or her beneficiary or any other person receives payment from the third party, the **Insured Person**, his or her beneficiary or any other person agrees to refund to **Us** the lesser of: (1) the amount actually paid by **Us** for such **Covered Loss(es)**; or (2) an amount equal to the sum actually received from the third party for such **Covered Loss(es)**. If the **Insured Person**, his or her beneficiary or any other person does not receive payment from the third party for such **Covered Loss(es)**, **We** reserve the right to subrogate.

At the time such third party liability is determined and satisfied, this amount will be paid whether determined by settlement, judgment, arbitration or otherwise. This provision will not apply where prohibited by law.

Rehabilitation. **We** will consider a rehabilitation program for an **Insured Person** if he or she is receiving benefits under either the **Temporary Total Disability** Benefit or the **Continuous Total Disability** Benefit. The program must be mutually agreed upon by the **Insured Person** and **Us**. The extent of **Our** participation will be determined by mutual agreement and benefits payable will continue during the **Insured Person's** rehabilitation.

Sunset. In no event will a claim made for losses sustained by an **Insured Person** be considered valid and collectible in accordance with the **Policy** unless full details of such claim are presented to **Us** within three (3) years from the date of the **Accident** which is the basis of such claim.

Right to Recover Overpayments. In addition to any rights of recovery, reimbursement or subrogation provided to **Us**

herein, when payments have been made by **Us** with respect to a **Covered Loss** in an amount in excess of the maximum amount of payment necessary to satisfy an obligation under the terms of the **Policy**, **We** will have the right to recover such excess payment, from any person to whom such payments were made. **We** maintain the right to offset the overpayment against other benefits payable to the **Insured Person** (and his or her assignee) under the **Policy** to the extent of the overpayment.

Suit Against Us. No action on the **Policy** may be brought until sixty (60) days after written Proof of Loss has been sent to **Us**. Any action must commence within three (3) years, (five (5) years in Kansas and Tennessee; and six (6) years in South Carolina, Wisconsin and Alabama) of the date the written Proof of Loss was required to be submitted. If the law of the state where the **Insured Person** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

Arbitration. Any contest to a claim denial and/or any dispute in connection with a claim under the **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured Person** or the person claiming to be his or her beneficiary. This provision does not apply if the **Insured Person** or the person claiming to be his or her beneficiary is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if the **Policy** is subject to its laws and not pre-empted by the Federal Arbitration Act. In such a case, binding arbitration does not apply.

This Arbitration provision permanently bars the institution of any individual or class action lawsuit brought by an **Insured Person** or his or her beneficiary. With this binding Arbitration provision, the **Insured Person**, for himself or herself or any beneficiary, are waiving the right to a trial by jury.

Subrogation. **We** have the right to recover all payments including future payments, which **We** have made, or will be obligated to pay in the future, to the **Insured Person**, his or her beneficiary or any other person from anyone liable for the **Covered Injury**. If the **Insured Person**, his or her beneficiary or any other person recovers from anyone liable for the **Covered Injury**, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **Insured Person**, his or her beneficiary or any other person. The **Insured Person**, his or her beneficiary or any other person agrees to assist **Us** in preserving **Our** rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by **Us**.

Claims for Workers' Compensation and Other Insurance. No benefits will be payable under the **Policy** for any loss which an **Insured Person** or his or her **Spouse** or child claims or files under any Workers' Compensation, employers' liability, occupational disease or similar law or insurance until such claim or filing is approved or denied. If such claim is denied and not appealed, **We** will pay benefits in accordance with the terms and provisions of the **Policy**. If such claim is denied, and the claimant appeals the denial, no benefits will be paid under the **Policy** until a final disposition of the appeal is issued. If the final disposition is an approval of the claim, **We** reserve the right to recover, from the claimant, any benefits paid under the **Policy** which are subsequently paid for under any Workers' Compensation, employers' liability, occupational disease or similar law or any other insurance. If the final disposition is a denial of the claim, **We** will pay benefits in accordance with the terms and provisions of the **Policy**.

GENERAL PROVISIONS

Beneficiaries. An **Insured Person** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. The **Insured Person** may change the beneficiary at any time. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing or submitted electronically in a form acceptable to **Us**.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at **Our** option, to any relative by blood or connection by marriage of the payee, who, in **Our** opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Change or Waiver. A change or waiver of any terms or conditions of the **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under the **Policy** will not be deemed as a waiver of such rights in the same or future situations.

Clerical Error. A clerical error or omission, whether by the **Policyholder** or its **Designee** or **Us** will not increase or continue an **Insured Person's** coverage, which otherwise would not be in force. If the **Insured Person** applies for insurance for which he or she is not eligible, **We** will only be liable for any premiums paid to **Us**.

Conformity With Statute. Terms of the **Policy** that conflict with the laws of the state of Delaware are amended to conform to such laws.

Assignment of Interest. The **Policy** is non-assignable.

Incontestability. The validity of the **Policy** will not be contested after it has been in force for two (2) years from the **Policy** Effective Date, except as to nonpayment of premiums.

Noncompliance With Policy Requirements. Any express waiver by **Us** of any requirements of the **Policy** will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any **Policy** provision will not operate as a waiver or amendment of that provision.

Offset Debt. **We** will have, and may exercise at any time, the right to offset any balance or balances, whether on account of premiums or otherwise, due from an **Insured Person** to **Us** against any balance or balances, whether on account of losses or otherwise, due from **Us** to the **Insured Person**.

GENERAL DEFINITIONS

1. **Accident** or **Accidental** means a sudden, unexpected, external event that occurs by chance at an identifiable time and place during the **Policy** term.
2. **Accident Commencement Period** means the time period, shown on the **Schedule**, between the date of the **Accident** which caused the **Injury** and the date the **Covered Loss** must occur for death, survivor, or dismemberment and loss of use benefits to be payable under the **Policy**.
3. **Act(s) of Terrorism** means the calculated use of violence (or the threat of violence) against civilians in order to attain goals that are political, religious or ideological in nature; this is done through intimidation or coercion or instilling fear.
4. **Aggregate Limit of Liability** means the total benefits **We** will pay for a **Covered Accident** or **Covered Accidents** set forth in the **Policy**. For purposes of the **Aggregate Limit of Liability** provision, **Covered Accident** or **Covered Accidents** will include a **Covered Loss** or **Covered Losses** arising out of a single event or related events or originating cause and includes a resulting **Covered Loss** or **Covered Losses**. If the total benefits under the **Aggregate Limit of Liability** is not enough to pay full benefits to each **Insured Person**, **We** will pay each one a reduced benefit based upon the proportion that the **Aggregate Limit of Liability** bears to the total benefits which would otherwise be paid.
5. **Combined Single Limit** means, with respect to any one **Insured Person**, the total amount of benefits that are payable under the **Policy** for or in connection with a **Covered Injury** sustained as the result of any one **Covered Accident**. When the **Combined Single Limit** has been reached, no further benefits will be payable under the **Policy**, with respect to that **Insured Person** for or in connection with an **Injury** sustained as the result of that one **Covered Accident**.
6. **Covered Accident** means an **Accident** that results in a **Covered Loss**.
7. **Covered Injury** means an **Injury** directly caused by an **Occupational Accident**, which is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured Person** is insured under the **Policy**, and results in a **Covered Loss**.
8. **Covered Loss** means a loss which meets the requisites of one or more benefits, results from a **Covered Injury**, and for which benefits are payable under the **Policy**.
9. **Cumulative Trauma** and/or **Repetitive Conditions** means conditions which impair the normal physiological function of the body over an extended period of time, and which do not arise as the result of a single **Accident**.
10. **Deductible Amount** means the portion of the **Usual and Customary Charges** for **Medically Necessary Covered Accident Medical Services**, incurred due to **Injuries** an **Insured Person** sustains in a **Covered Accident**, which must

be met before the **Accident Medical Expense** Benefit will be paid. The **Deductible Amount** is shown in the **Schedule**.

11. **Dependent Child(ren)** means an **Insured Person's** unmarried children, including natural children from the moment of birth, step or foster children, or adopted children, from the date of the final decree of adoption, who rely on the **Insured Person** for more than 50% of their support and are taken as dependents on the **Insured Person's** Federal Income Tax Return, and who are either: 1) less than nineteen (19) years of age; or 2) less than twenty-three (23) years of age and enrolled on a full-time basis in a college, university or trade school, or who satisfy neither 1) nor 2), but who prior to age twenty-three (23), became incapable of self-sustaining employment by reason of mental retardation or physical handicap. **We** may require proof of such **Dependent Child(ren)'s** incapacity and dependency.
12. **Designee** is any person acting on behalf of the **Trustee**.
13. **Eligible Person** means a person who is described in the ELIGIBILITY portion of SECTION I.
14. **Immediate Family Member** means a person who is related to the **Insured Person** in any of the following ways: **Spouse**, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or placed for adoption, or stepchild) or any person residing in the **Insured Person's** home.
15. **Injury** or **Injuries** means bodily harm or bodily damage.
16. **Insured Person** means a person who: (1) is an **Eligible Person**; (2) has enrolled for coverage; and (3) has coverage in effect according to the terms of the **Policy**. If the **Participant** is a business entity, the **Insured Person** is the individual who owns the business entity.
17. **Mental and Nervous** or **Depressive Condition** means mental, nervous or emotional diseases or disorders of any type including but not limited to schizophrenia, dementia, organic brain syndrome, delirium, amnesia syndromes, and organic delusional or hallucinogenic syndromes.
18. **Occupational** means the period of time when the **Insured Person** is **Online** or performing **Transportation Services**.
19. **Occupational Accident Benefits** means the benefits **We** will pay for **Occupational Covered Losses** as shown in the SCHEDULE OF BENEFITS Section.
20. **Occupational Disease** means a sickness which results in disability or death, and is caused by exposure to environmental or physical hazards during the course of an **Insured Person's Occupational** activities, where: (1) such condition is diagnosed by a **Physician**, and is generally accepted by the National Centers for Disease Control to be a disease caused by such hazards; (2) exposure to such hazards is not an **Accident** but is caused or aggravated by the conditions under which the **Insured Person** performs **Occupational** services; (3) the **Insured Person's** last day of last exposure to the environmental or physical hazards causing such condition occurs during the **Policy** Period; and (4) such exposure results directly and independently of all other causes in a **Covered Loss**.
21. **Online** means the period of time when an **Insured Person**:
 - a. has logged into a **Platform** controlled by the **Platform Operator** approved by **Us**;
 - b. has registered with the **Platform** that he or she is available to receive requests for **Transportation Services**;
 - c. is not transporting passengers or goods for compensation; and
 - d. is occupying a motorized vehicle if such motorized vehicle is to be used to perform **Transportation Services**.
22. **Participant** means a sole proprietor or business entity under contract to provide **Transportation Services** with a **Platform Operator** approved by **Us** and who agrees to participate in the **Trust**.
23. **Physician** means a practitioner of the healing arts acting within the scope of his or her license who is not: (1) the **Insured Person**; or (2) the **Insured Person's Immediate Family Member**; or (3) a **Participant**.
24. **Platform(s)** means any online-enabled application, software, website or system operated by an organization, including but not limited to, a corporation, limited liability company, partnership, sole proprietor or any other entity that facilitates the provision of **Transportation Services** for **Transportation Providers**.
25. **Platform Operator(s)** means the entity(ies) which operates the **Platform** utilized by the **Transportation Providers**.

26. **Policy** means the **Occupational Accident Insurance Policy** upon which this Explanation of Coverage is based.
27. **Policyholder** is the legal entity named as **Policyholder** on the front page of the **Policy** and this Explanation of Coverage.
28. **Pre-Existing Condition** means a condition for which the **Insured Person** has sought or received medical advice or treatment during the twelve (12) months immediately preceding his or her effective date of coverage under the **Policy**.
29. **Preferred Provider** means a **Physician** or **Hospital** with which **We** have an agreement or contract to perform a covered service or treatment at an agreed upon rate or a company which provides prescription drugs at an agreed upon rate to an **Insured Person**. In the following situations only, a non-preferred provider that an **Insured Person** uses will be deemed to be a **Preferred Provider**:
- a. There is no **Preferred Provider** located within a 50-mile radius of the **Insured Person's** legal residence and it is not reasonable to expect him or her to seek treatment or services from a **Preferred Provider**;
 - b. The **Insured Person** received treatment or services under **Emergency Conditions** and it would not have been reasonable to expect him or her to have sought treatment or services from a **Preferred Provider**; or
 - c. The **Medically Necessary Accident Medical Services** the **Insured Person** required are not available through a **Preferred Provider**.
- For purposes of this provision, an **Emergency Condition or Conditions** is where a **Covered Injury**: 1) renders the **Insured Person** unable to select a **Physician, Hospital**, or other health care provider; 2) requires an emergency responder to select a **Physician, Hospital**, or other health care provider without the **Insured Person's** prior approval; or 3) requires immediate medical care in order to prevent irreparable bodily harm or death and the nearest qualified **Physician, Hospital**, or other health care provider is a non-preferred provider.
30. **Principal Sum**, as applicable to an **Insured Person**, means the amount of insurance in force under the **Policy** as described in the **Schedule**.
31. **Schedule** is SECTION II of the **Policy** and this Explanation of Coverage.
32. **Spouse** means an **Insured Person's** legally married spouse.
33. **Transportation Provider** is as described in SECTION I.
34. **Transportation Service(s)** means the period of time:
- a. beginning when an **Insured Person** accepts a request through a **Platform** controlled by the **Platform Operator** approved by **Us**, and is enroute to the first requested pick-up location;
 - b. continuing while the **Insured Person** transports passengers or goods; and
 - c. ending at the later of:
 - i. when the last passenger departs from the motorized vehicle or the goods have been delivered; or
 - ii. when the **Transportation Service** is cancelled.
35. **Trip** means that part of a **Transportation Service** when an **Insured Person** is transporting passengers or goods.
36. **Trust** is the On-Demand Companies' Group Insurance Trust established on December 1, 2016 with the Christiana Trust a Division of WSFS Bank as **Trustee**.
37. **Trustee** is the Christiana Trust a Division of WSFS Bank located at 501 Carr Road, Suite 100, Wilmington, DE 19809.
38. **Waiting Period** means the consecutive number of days an **Insured Person** must be **Temporarily Totally Disabled** or **Continuously Totally Disabled** before benefits become payable under the **Temporary Total Disability Benefit** or the **Continuous Total Disability Benefit** provisions of the **Policy**. **Benefits are not retroactive to the first day of disability**. The **Waiting Period** is shown in the **Schedule**.
39. **We, Us, and Our** refers to Atlantic Specialty Insurance Company.

