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# Member Benefit Program

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Criminal act  
(homicide)  
Program

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Compile by NATA

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# Companies

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## TPA by:

Accident Insurance Services  
Michael Davis  
12850 Spurling Rd., Ste 280  
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5 12-784-6783 Cell  
972-788-5108 Fax  
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## Marketing by:

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## Claims Management

Caprock Claims Management LLC  
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972-934-3091 Fax  
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# NATA Member Benefit Program

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- **Insurance plan:** \$12.75 per month per store
- **Benefit Maximum:** \$300,000
- **Aggregate Limit:** \$1,500,000 per store
- **Rate Guarantee:** 2-Year
- **Felonious Assault and Violent Crime Benefit:** To qualify for benefit payment, the Covered Accident must occur during any of the following:
  - a) actual or attempted robbery or holdup
  - b) actual or attempted kidnapping
  - c) Any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the location where the assault occurred.
- **Effective date of Insurance** – November 1<sup>st</sup> 2009
- **Coma Benefit:** 1% of \$300,000 per month for 11 months. After 11 months, full death benefit will be paid out to beneficiary if employee remains in Coma.
- **What is needed to pay a claim?**
  - a) Completed Claim Form
  - b) Police report
  - c) Hospital Records (if available)
  - d) Death certificate
  - e) Proof of employment.

# **SPECIMEN POLICY**

## **SECTION 1: SCHEDULE OF BENEFITS**

**POLICYHOLDER: National Alliance of Trade Associations**

**POLICY NUMBER: Specimen Contract**

**POLICY EFFECTIVE DATE: August 1, 2009**

**POLICY ANNIVERSARY DATE: August 1, 2011**

**POLICY TERM: August 1, 2009 to August 1, 2011**

**PREMIUM DUE DATE: Monthly in arrears- first premium due September 1, 2009**

**AGGREGATE LIMIT: \$ 1,500,000**

We will not pay more than the Benefit Maximum for all losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

### **CLASSES OF ELIGIBLE PERSONS:**

Class 1: All active employees of an employer member of a trade association; provided such association is a member of the National Alliance of Trade Association and is participating in this plan; and such employer is participating in this plan.

### **HAZARDS INSURED AGAINST:**

**Full Occupational Coverage (including while making bank deposits for the Participating Member).**

### **DESCRIPTION OF BENEFITS**

#### **ACCIDENTAL DEATH DUE TO FELONIOUS ASSAULT AND VIOLENT CRIME**

Principal Sum: \$300,000

Time Period for Loss from date of Accident: 365 days

Covered Losses: See Benefit

### **ADDITIONAL BENEFITS**

Coma Benefit: 1% of Principal Sum for 11 months; 100% thereafter

### **INITIAL PREMIUM RATES:**

To be reported monthly in arrears at the rate of \$12.75 per month per participating member store

## SPECIMEN POLICY

### SECTION 2: DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

**“Accident”** means a sudden, unexpected and unintended event.

**“Active Service”** means a Covered Person is either 1) actively at work performing all the regular duties on a full-time basis either at his or her participating member’s place of business or some place the participating member requires him or her to be; or 2) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Covered Loss” or “Covered Losses”** means an accidental death, dismemberment or other Injury covered under the Policy.

**“Covered Person”** means any Insured for whom the required premium is paid.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family Member or household.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“We”, “Our”, “Us”** means Starr Indemnity & Liability Company or its authorized agent.

### SECTION 3: ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### SECTION 4: EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the latest of the following dates:

1. the Policy Effective Date; or
2. the date he or she is eligible

## **SPECIMEN POLICY**

### **SECTION 5: TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earlier of the date:

1. the policy terminates;
2. the Insured is no longer eligible;
3. the period ends for which premium is paid;

### **SECTION 6: DESCRIPTION OF BENEFITS**

The following Provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

#### **Felonious Assault and Violent Crime**

We will pay benefits shown in the Schedule of Benefits, subject to the following conditions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. A police report detailing the felonious assault or violent crime must be provided before this benefit is payable. The Covered Accident must occur while the Covered Person is on the business or premises of the Participating Member or in route to a bank to make a deposit or returning from a bank after making a withdrawal.

To qualify for benefit payment, the Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup;
2. actual or attempted kidnapping;
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the location where the assault occurred.

Benefits will not be paid for treatment of any Injury sustained or Covered Loss incurred during any:

1. violent crime or felonious assault committed by the Covered Person; or
2. felonious assault or violent crime committed upon the Covered Person by a Family Member, or Member of the Same Household.

"Family Member" means the Covered Person's parent, step-parent, spouse or former spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild and stepchild.

"Member of the Same Household" means a person who maintains residence at the same address as the Covered Person.

#### **A. ACCIDENTAL DEATH BENEFIT**

## **SPECIMEN POLICY**

If Injury to the Covered Person results, within the Time Period for Loss from date of Accident shown in the Schedule of Benefits, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the Schedule of Benefits. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Accident.

### **Covered Loss Benefit Amount**

Life ..... 100% of the Principal Sum

## **B. ADDITIONAL BENEFITS**

### **Coma Benefit**

We will pay the Coma Benefit shown in the Schedule of Benefits if a Covered Person becomes Comatose within 31 days of a Covered Accident and remains in a Coma for at least 31 days.

We reserve the right, at the end of the first 31 days of Coma, to require additional proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in a lump sum / periodic payments as shown in the Schedule of Benefits. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;
2. the end of the 11<sup>th</sup> month for which this benefit is payable;
3. the end of the month in which the Covered Person recovers from the Coma.

A person is deemed “Comatose” or in a “Coma” if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident

## **SPECIMEN POLICY**

### **SECTION 7: HAZARDS INSURED AGAINST**

We will pay benefits described in the Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the Schedule of Benefits. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We will pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

#### **Full Occupational Coverage**

The Covered Accident must take place:

1. on the Policyholder's premises; and
2. in the course of a Covered Person's job.

This coverage does not include commuting between home and the place of work.

"Premises" means a building owned or leased by the Participating Member including the associated grounds.

### **SECTION 8: EXCLUSIONS**

We will not pay benefits for any Accidental Death that is caused by, or results from the Covered Person's:

1. intentionally self-inflicted Injury.
2. suicide or attempted suicide.
3. war or any act of war, whether declared or not.
4. service in the military, naval or air service of any country.
5. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
6. piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
7. commission of, or attempt to commit, a felony, an assault or other illegal activity.
8. flight in, boarding or alighting from an aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
9. travel in any aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year.

## SPECIMEN POLICY

### SECTION 9: CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted if it is sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid immediately after We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Covered Person dies, any death benefits or other benefits unpaid at the time of the Covered Person's death will be paid to the beneficiary. If no beneficiary is on record with Us or Our authorized agent, payment will be made to the first surviving class of the following to the Covered Person's:

1. spouse;
2. children, in equal shares (If a child is a minor, benefits will be paid to the legal guardian);
3. mother or father;
4. estate.

All other benefits due and not assigned will be paid to the Covered Person, if living.

Otherwise, the benefits may, at our option, be paid:

1. according to the beneficiary designation; or
2. to the Covered Person's estate.

If a benefit due is payable to:

1. the Covered Person's estate; or
2. the Covered Person or a beneficiary who is either a minor or is not competent to give a valid release for the payment,

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the Covered Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith.

## SPECIMEN POLICY

We may pay benefits directly to any Hospital or person rendering covered services, unless the Covered Person requests otherwise in writing. The Covered Person must make the request no later than the time he or she files a written proof of loss.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

**Assignment:** At the request of the Covered Person or his or her parent or guardian, if the Covered Person is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

**Recovery of Overpayment or Error:** If benefits are overpaid, or paid in error, We have the right to recover the amount overpaid, or paid in error, by any or all of the following methods:

1. A request for lump sum payment of the amount overpaid, or paid in error.
2. Reduction of any proceeds payable under the Policy by the amount overpaid, or paid in error.
3. Taking any other action available to Us.

### SECTION 10: PREMIUM PROVISIONS

**Premiums:** The premiums for the Policy will be based on the rates currently in force, the plan, and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. There is a change in the factors bearing on the risk assumed.
3. There is a misrepresentation in the information We relied on in establishing the rate.
4. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

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

## SPECIMEN POLICY

**Payment of Premium:** The first premium is due on the Policy Effective Date. After that, premiums will be due annually unless We agree with the Policyholder on some other method of premium payment. The Policyholder shall remit the premium to Us.

If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end upon the expiration of the Grace Period. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

### SECTION 11: GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), and the signed application of the Policyholder are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application and a copy is provided to the person who made such statement (or their beneficiary or representative).

To be valid, any change or waiver must be in writing. It must be signed by our President or Secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where the Policy is delivered. Either We or the Policyholder may terminate the Policy on any Premium Due Date by giving 31 days advance written notice to the other party. The Policy may be terminated at any time by mutual written consent of the Policyholder and Us. The Policy terminates automatically on the earlier of: 1) the end of the Policy Term shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due, subject to the Grace Period. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

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

#### **Reporting Requirements**

the Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. any additional information required by Us.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years

## **SPECIMEN POLICY**

after the termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of the Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

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