

## Occupational Accident Insurance Proposal



**Prepared for:** Buchheit Trucking Service Inc.

**Issue Date:** 11/01/2020

**Valid Until:** 45 days from issue date

**In Partnership  
with:** Cline-Wood, a Marsh &  
McLennan Agency, LLC  
Company



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## EXECUTIVE SUMMARY

Expertise and experience is essential when it comes to insurance. In the specialized transportation market, it is critical to find an insurance carrier that truly understands how to effectively protect the assets of the motor carrier while also providing comprehensive coverage for their drivers. OneBeacon Accident & Health Group's occupational accident program is built from a risk management perspective, specifically designed in partnership with each motor carrier.

OneBeacon Accident & Health is dedicated to offering responsible, innovative and market leading products and services by a team of professionals who are among the most highly respected in the industry. The Accident team has more than 235 years of combined experience in the insurance industry, averaging more than 20 years a piece.

OneBeacon Insurance Group traces its roots back to 1835 and has an A.M. Best Rating of "A+" (Superior).

OneBeacon Accident & Health is pleased to present our Occupational Accident & Contingent Liability Insurance Proposal for: Buchheit Trucking Service, Inc.

The **Occupational Accident** program provides the following benefits:

- Accidental Death & Dismemberment;
- Accident Medical Expense;
- Hernia Benefit;
- Air Ambulance Benefit;
- Temporary and Continuous Total Disability benefits;
- No age 70 termination date
- Broader definition of Dispatch

The **Contingent Liability** program provides protection for you if certain Independent Contractors, covered under the Occupational Accident Program, file a workers compensation claim. The policy is written on non-admitted paper.



Don't forget about the unique services that are part of your Occupational Accident Insurance Program:

- Identity Management Services
- Travel Assistance Services

Additionally, Buchheit Trucking Service, Inc. will have access to OneBeacon's Risk Management Information System. Accessed through OneBeacon's website, this is a user-friendly, flexible, web based risk management resource, which provides real time claims data for Risk Managers, allowing them to not only call up current loss data, but also run a variety of claim reports to enhance the risk management process.

## ELIGIBILITY – CLASS I

For purposes of the policy an Owner-Operator must lease to the Participating Organization, be at least 18 years old, and meet the following requirements:

- have a valid and current Commercial Driver's License or the required license for the vehicle they are assigned to operate;
- own or lease a power unit;
- are responsible for the maintenance of the power unit;
- are responsible for the operating costs of the power unit, including but not limited to fuel, repairs, supplies and other expenses associated with the operation of the power unit;
- are responsible for maintaining physical damage insurance on the power unit;
- are responsible for hiring and supervising personnel who operate the power unit;
- are compensated on a basis other than time expended in the performance of work;
- are responsible for determining the route and hours for an assignment;
- have the right to select the load;
- have a written contract or assignment from the person who has engaged his or her services which provides that he or she is an Independent Contractor;
- are classified as an Independent Contractor by the person who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;
- are not an employee of the Participating Organization; and
- receive for federal income tax reporting purposes a 1099, not a W-2.

If the Owner Operator 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 the Owner Operator pays premium but is not eligible for coverage under the Policy, We will refund any premium paid in error.

## ELIGIBILITY - CLASS II

All Contract Drivers who are at least 18 years old and meet the following requirements:

- have a valid and current Commercial Driver's License or the required license for the vehicle they are assigned to operate;
- are authorized by an Owner-Operator to operate a power unit owned or leased by an Owner-Operator (the Contract Driver must neither own nor lease the power unit);
- are compensated on a basis other than time expended in the performance of work;
- are responsible for determining the route and hours for an assignment;
- operate the power unit of the Owner-Operator who has engaged his or her services as an Independent Contractor (operating the power unit must be the principal duty of the Contract Driver);
- are classified as an Independent Contractor by the Owner-Operator who has engaged his or her services and not as an employee for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;
- receive a 1099 form for federal income tax reporting purposes, not a W-2;
- are not an employee of the Participating Organization; and
- are not an employee of the Owner-Operator.

If the Contract Driver 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 the Contract Driver pays premium but is not eligible for coverage under the Policy, We will refund any premium paid in error.

**OCCUPATIONAL ACCIDENT BENEFITS:**

Occupational Accident Benefits

**Accidental Death Benefit:**

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

**Survivor's Benefit:**

Principal Sum\* ..... up to \$200,000  
 Monthly Benefit Percentage ..... 1%  
 Monthly Benefit Amount ..... \$2,000

**Accidental Dismemberment Benefit:**

Principal Sum \* ..... up to \$250,000  
 Accident Commencement Period ..... 365 days

**Paralysis Benefit:**

Principal Sum \* ..... up to \$250,000  
 Accident Commencement Period ..... 365 days

**Temporary Total Disability Benefit:**

Disability Commencement Period ..... 90 days  
 Waiting Period ..... 7 days  
 Benefit Percentage ..... 70% of AWE  
 Minimum Weekly Benefit Amount ..... \$125  
 Maximum Weekly Benefit Amount ..... \$500  
 Maximum Benefit Period \*\* ..... 104 weeks  
 Maximum Benefit Period for Hernia ..... 10 weeks  
 Maximum Benefit Period for Hemorrhoids ..... 10 weeks  
 Maximum Benefit Period for Occupational  
 Cumulative Trauma and/or Repetitive Conditions ..... 10 weeks

**Continuous Total Disability Benefit: \*\*\***

Waiting Period ..... Maximum Benefit Period for Temporary Total Disability  
 Benefit Percentage ..... 70% of AWE  
 Minimum Weekly Benefit Amount ..... \$50  
 Maximum Weekly Benefit Amount ..... \$500  
 Maximum Benefit Period ..... to age 70

**Accident Medical Expense Benefit:**

NOTE: This proposal for insurance is only a summary of policy coverages and limits. For further details, please review the policy. This quote is only for the coverages listed. All coverages are subject to the policy terms, conditions, limitations, exclusions and definitions. If there is a conflict between the coverage descriptions shown here and the actual insurance policy, the policy prevails. Your policy may be underwritten by one of the following OneBeacon Insurance Group's underwriting companies including: Atlantic Specialty Insurance Company and/or Homeland Insurance Company of New York. Services are provided by third-party vendors. OneBeacon can change vendors at any time for services provided without prior written notice.

Medical Commencement Period .....	90 days
Deductible Amount .....	\$0
Maximum Benefit Period .....	104 weeks
Dental Maximum .....	\$3,600 per Accident
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

Ambulance..... one round trip to and from a hospital  
but not more than \$1,000 for any one Accident

Air Ambulance..... one round trip to and from a Hospital  
but not more than \$7,000 for any one Accident

Hernia, Hemorrhoid and Occupational Cumulative Trauma  
and/or Repetitive Conditions combined lifetime .....Maximum Benefit of \$50,000

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 ..... \$2,000,000  
(applicable to all Covered Losses with respect to any one Occupational Accident)

Pre-Existing Condition Limitation..... \$10,000  
(Applicable only if Injury incurred during first twelve (12) consecutive months of  
Insured Person’s coverage under the Policy. If Injury incurred after twelve (12)  
consecutive months of coverage, this limitation will not apply.)

\* The Accidental Dismemberment Benefit and the Paralysis Benefit will be paid as a

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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 applicable Principal Sum has been paid; or (2) the date the Insured Person dies. The most OneBeacon will pay for these benefits, as well as the Accidental Death Benefit, in total, is the Insured Person's maximum Principal Sum, if the Insured Person can recover benefits under more than one of the benefits as a result of the same Accident.

At age 65, the Insured Person's Principal Sum will be based on the following schedule:

<b><u>For Death and Survivor Benefits, Age at Date of Loss For Dismemberment and Paralysis Benefits, Age at Date of Benefit Payment</u></b>	<b><u>% of Principal Sum</u></b>
65	80%
66	60%
67	40%
68	20%
69	15%
70 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 the Insured Person's normal Social Security retirement age, as determined by federal law, the Insured Person cannot qualify for Continuous Total Disability.

For purposes of the Temporary Total Disability and the Continuous Total Disability Benefits, Average Weekly Earnings (AWE) will be calculated as follows:

- **For Class I Owner-Operators:** Thirty-three percent (33%) of the gross income the Insured Person received in the prior year as shown in his or her federal income tax return with schedules or 1099s, divided by 52, regardless of his or her prior occupation. If the Insured Person worked less than fifty (50) weeks during the

prior year, then thirty-three percent (33%) of the gross income received in the prior year as shown in his or her federal income tax return with schedules or 1099s, divided by the number of weeks worked, regardless of his or her prior occupation. The Insured Person will have to produce proof, which is satisfactory to Us, of the number of weeks worked if he or she is claiming less than fifty (50) weeks.

- **For Class II Contract Drivers:** Seventy-five percent (75%) of the gross income the Insured Person received in the prior year as shown in his or her federal income tax return with schedules or 1099s or similar wage reporting documents divided by 52 regardless of his or her prior occupation. If the Insured Person worked less than fifty (50) weeks during the prior year, then seventy-five percent (75%) of the gross income received in the prior year as shown in his or her federal income tax return with schedules or 1099s or similar wage reporting documents divided by the number of weeks worked, regardless of his or her prior occupation. The Insured Person will have to produce proof, which is satisfactory to Us, of the number of weeks worked, if he or she is claiming less than fifty (50) weeks.

**Non-Occupational Accident Benefits**

**Accidental Death Benefit:**

Principal Sum \* ..... \$15,000  
 Accident Commencement Period ..... 365 days

**Accidental Dismemberment Benefit:**

Principal Sum \* ..... up to \$15,000  
 Accident Commencement Period ..... 365 days

**Accident Medical Expense Benefit:**

Medical Commencement Period ..... 90 days  
 Deductible Amount ..... \$0  
 Maximum Benefit Period ..... 52 weeks  
 Dental Maximum ..... \$1,000 per Accident  
 Maximum Benefit Amount per Accident ..... \$5,000  
 Lifetime Maximum Benefit ..... \$10,000

**Limits on Accident Medical Expense Benefits:**

Physical Therapy, Occupational Therapy,  
 Work Hardening Therapy ..... \$1,000 per Injury

Services provided by a Chiropractor or Acupuncturist, not including Physical  
 Therapy, Occupational Therapy, Work Hardening Therapy ..... \$1,000 per Injury

Ambulance..... one round trip to and from a Hospital  
 but not more than \$1,000 for any one Accident

Air Ambulance..... one round trip to and from a Hospital  
 but not more than \$7,000 for any one Accident

Mental and Nervous - Outpatient ..... \$25 per visit  
 maximum 20 visits for any one Accident

Mental and Nervous – Inpatient..... maximum 20 days  
 maximum \$1,000 for any one Accident

**Non-Occupational Accident Limits of Liability**

Combined Single Limit ..... \$15,000

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# OneBeacon

ACCIDENT & HEALTH

Aggregate Limit of Liability ..... \$30,000  
 (applicable to all Covered Losses with respect to any one Non-Occupational Accident)

- \* The Accidental Dismemberment 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 applicable Principal Sum has been paid; or (2) the date the Insured Person dies. The most OneBeacon will pay for these benefits, as well as the Accidental Death Benefit, in total, is the Insured Person's maximum Principal Sum, if the Insured Person can recover benefits under more than one of the benefits as a result of the same Accident.

At age 65, the Insured Person's Principal Sum will be based on the following schedule:

<b><u>For Death, Age at Date of Loss</u></b> <b><u>For Dismemberment Benefits, Age</u></b> <b><u>at Date of Benefit Payment</u></b>	<b>% of Principal Sum</b>
65	80%
66	60%
67	40%
68	20%
69	15%
70 and over	10%

NOTE: This proposal for insurance is only a summary of policy coverages and limits. For further details, please review the policy. This quote is only for the coverages listed. All coverages are subject to the policy terms, conditions, limitations, exclusions and definitions. If there is a conflict between the coverage descriptions shown here and the actual insurance policy, the policy prevails. Your policy may be underwritten by one of the following OneBeacon Insurance Group's underwriting companies including: Atlantic Specialty Insurance Company and/or Homeland Insurance Company of New York. Services are provided by third-party vendors. OneBeacon can change vendors at any time for services provided without prior written notice.

**CONTINGENT LIABILITY**

**Eligibility:**

- Owner-operators
- Contract drivers

**Coverage Limits of Liability**

**PART A- WORKERS' COMPENSATION REIMBURSEMENT BENEFIT LIMIT:**

OneBeacon will pay the equivalent of the benefits which are required under the applicable Workers' Compensation law, for any Insured Person as indicated above who is determined to be your employee by a Workers' Compensation board, governmental agency, or court of competent jurisdiction.

Equivalent to Statutory Benefits\*

**PART B- EMPLOYER'S LIABILITY**

OneBeacon will pay the equivalent of the damages you are required to pay under the employers' liability coverage to an Insured Person determined to be your employee by a Workers' Compensation board, governmental agency, or court of competent jurisdiction.

Injury by Covered Contingency:.....  
 .....\$1,000,000 each Covered Person Per Covered Contingency  
 Injury by Disease ..... \$1,000,000 Policy Limit  
 Injury by Disease: .....\$1,000,000 each Covered Person

\*\*Claims filed in California, Colorado, Illinois, Massachusetts, Nevada, New Hampshire, New Jersey or North Carolina, are limited to **\$1,000,000** under the Contingent Liability.

Note: These amounts are inclusive of Defense Expenses.

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## UNIQUE SERVICES

### Identity Management Program

The Identity Management Services program is a service that helps manage against the unforeseen consequences of identity theft. The program provides resolution services as well as proactive measures to help manage identity-related issues with the ultimate goal of fraud resolution. Services can include:

- access to a dedicated fraud specialist that works on behalf of the victim to resolve an identity theft issue.
- monitoring and fraud alerts following an identity theft.
- credit file freezes when appropriate.
- the fraud specialists helping manage through “Life Stages” with a specific identity management response:
  - **Infant & Minor Risk Mitigation Response**– helping parents protect their child’s identity
  - **Deployed Personnel Response** – defending those who defend our country
  - **Medical Identity Response**– the medical identity theft remedy
  - **Surviving Spouse Response** – safeguarding the identity of a deceased loved one
  - **Identity Travel Response** – helping to recover lost or stolen documentation
  - **Relocating Residence Response** – keeping one’s identity safe during a move
  - **Catastrophic Event Document Recovery Response** – helping disaster victims recapture critical documents
  - **Marriage & Divorce Response** –protecting an identity through a marriage or divorce.

This service is part of your Occupational Accident Insurance program.

## UNIQUE SERVICES

### Travel Assistance Services

The Occupational Accident program offers fully-insured medical repatriation and evacuation travel assistance services to covered individuals when travelling 100 or more miles from home. The travel assistance services can also provide informational and personal services to help you prepare for a trip. If sick or injured, need a referral to a physician or hospital, forget a prescription, require a legal referral, or simply want access to essential travel information; the Travel Assistance Services program can help.

This safety net of services includes access to:

#### Medical

- Medical evacuation to the nearest hospital to provide an appropriate level of care
- Repatriation back to your home or long term care facility
- Return of mortal remains

#### Informational

- Passport and visa
- Weather, cultural and exchange

- Travel advisories
- Inoculation and immunization

#### Personal

- Emergency messaging
- Translation and interpretation
- Emergency advance of funds and ticket replacement
- Lost baggage services
- Legal referral
- Bail bond assistance

## Claims Services

Motor carriers, drivers and other professionals in the transportation industry face unique challenges. Our claims team understands those challenges and can provide you with specialized claims handling services. OneBeacon Accident & Health Group's claims team includes experts in the transportation sector who focus on your industry, ensuring that your particular concerns will be addressed and your claims will be resolved quickly.

**Our claims operation also offers services to help streamline the claims reporting and resolution process, including:**

- A staff of dedicated experts that includes nurse case managers and a transportation/ERISA attorney.
- For motor carrier clients: A PPO network and an in-take claims process, which directs drivers to in-network providers to access medical services. This network can help manage claim costs.

Reporting a claim is easy. If hurt, report the claim 24/7. Just call OneBeacon's Accident & Health claim center toll free at **1.866.568.2233**. A claims representative will guide the caller through the claim-reporting process which includes:

- Verifying certain information about their coverage
- Asking specific questions related to the accident
- Completing the first claim notice in our claims system
- Obtaining the name of the nearest hospital or participating physician during normal business hours (9-5 EST). If injuries require immediate attention, go directly to the nearest hospital for medical treatment or call 911.



### Unique Risk Management Services:

With OneBeacon's online Risk Manager System, agents, brokers and insureds are able to look up individual claims and review any related information. Managers are able to view claims details at the click of a button and run policy loss runs to better track their claims experience.

- Risk Manager is fed from various internal financial systems and supports most business areas within OneBeacon. A customer can log in and easily view all lines of business they have with OneBeacon, on one location.
- Information within the tool is protected. The users are only allowed to view details specific to claims they are involved with.
- Risk Manager provides 16 different reports for agents and brokers. The tool also offers one, complete report, itemizing all open and closed claims by insured and location.
- Using a feature called Claims Inquiry, users can look up individual claims and review the case notes associated with that claim. (Note: Some notes are confidential and OneBeacon reserves the right to limit some of this information.)



**COSTS**

Occupational Accident: \$135 per Driver per Month

Contingent Liability: \$1,500 annual premium +applicable Surplus Lines Taxes/Fees

With regard to the Contingent Liability policy only, we reserve the right to change the rate if there is a material change in conditions.

**Commission:**

Occupational Accident: 15%

Contingent Liability: 15%

The Contingent Liability policy will be written on Surplus Lines paper. The Producer will be responsible for arranging any necessary affidavit filings, payment of state Surplus Lines tax and/or stamping fees, and any other regulatory requirements for the Policy.

NOTE: This proposal for insurance is only a summary of policy coverages and limits. For further details, please review the policy. This quote is only for the coverages listed. All coverages are subject to the policy terms, conditions, limitations, exclusions and definitions. If there is a conflict between the coverage descriptions shown here and the actual insurance policy, the policy prevails. Your policy may be underwritten by one of the following OneBeacon Insurance Group's underwriting companies including: Atlantic Specialty Insurance Company and/or Homeland Insurance Company of New York. Services are provided by third-party vendors. OneBeacon can change vendors at any time for services provided without prior written notice.

## OCCUPATIONAL ACCIDENT INSURANCE POLICY EXCLUSIONS AND DEFINITION OF DISPATCH:

### General Exclusions

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

- 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;
- illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for Accidental ingestion of contaminated foods;
- Cumulative Trauma and/or Repetitive Conditions, unless as shown in the Schedule;
- Occupational Disease; unless (and to the extent as) specifically provided by the Policy;
- Hernia of any kind, unless as shown in the Schedule;
- Hemorrhoids of any kind, unless as shown in the Schedule;
- performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshore and Harbor Workers' Act, or similar coverage;
- war, or any act of war, whether declared or undeclared;
- involvement in any type of active military service;
- any Injury for which the Insured Person is entitled to benefits pursuant to any Workers' Compensation Law or other similar legislation;
- any loss insured by employers' liability insurance;
- 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 the Insured Person's intoxication;
- 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;
  - participation in the commission or attempted commission of a crime, any felony, an assault, insurrection or riot;
  - travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured Person is:
    - a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
    - b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft;
    - c) riding as a passenger in an aircraft owned, leased or operated by the Participating Organization or the Insured Person;
  - participation in any of the following activities:
 

- skydiving	- extreme sport stunts
- automobile racing or stunts	- parachuting
- motorcycle racing or stunts	- scuba diving
- acrobatic or stunt flying	- fire fighting
- flight on a rocket-propelled or rocket launched aircraft	- hunting
- hang gliding	- parasailing
- bungee-jumping	- heli-skiing
- endurance tests	- racing
	- any other extra-hazardous activity
  - a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident;
  - 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; or
  - any Pre-Existing Condition until the Insured Person has been continuously covered under the Policy for twelve (12) consecutive months, unless as shown in the Schedule;

### Accident Medical Exclusions

In addition to the GENERAL EXCLUSIONS, 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 an Insured Person is not liable for payment;
- services or treatment which is covered by Medicare;
- 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 an 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 OneBeacon;
- any translation charges related to the Covered Injury unless authorized by OneBeacon;
- any lodging charges related to the Covered Injury unless authorized by OneBeacon; or
- **services or treatment which are covered under any other insurance of any kind.**

### Occupational Accident: Definition of Dispatch

In the event of a claim, the Participating Organization will be asked to verify dispatch. Dispatch means when the Insured Person is:

- 1) in route to pick up a load;
- 2) picking up a load;
- 3) in route to deliver a load;
- 4) unloading a load;
- 5) in route after dropping off a load;
- 6) waiting for a load if the Insured Person is not at home;
- 7) required to perform services by or for a motor carrier; or
- 8) performing activities to comply with the laws of the United States (whether federal, states or territories) to satisfy motor carrier or commercial driving requirements.

Dispatch must be authorized by the Participating Organization. Dispatch does not include an Injury during usual travel between, to, and from work or a bona fide leave of absence or vacation.

For purposes of the Occupational Accident Policy, if the Insured Person is performing maintenance and/or repairs on a power unit which the Insured Person owns or leases, the Insured Person will be deemed to be under Dispatch. The Insured Person must provide proof which is satisfactory to Us that the Injury was sustained while performing such maintenance or repairs in order to receive Occupational Accident Benefits for the Injury.

ONEBEACON HAS THE RIGHT TO RECOVER ALL PAYMENTS THEY HAVE MADE TO THE INSURED PERSON FROM ANYONE LIABLE FOR THE INJURY. IF THE INSURED PERSON RECOVERS FROM ANYONE LIABLE FOR THE INJURY, ONEBEACON WILL BE REIMBURSED FROM SUCH RECOVERY TO THE EXTENT OF ITS PAYMENTS TO THE INSURED PERSON.

THIS IS NOT A PROPOSAL OF WORKERS' COMPENSATION INSURANCE AND DOES NOT REQUIRE PRE-AUTHORIZATION OF A PHYSICIAN FOR COVERED ACCIDENT MEDICAL SERVICES. THE INSURED PERSON MUST CONSULT THEIR MOTOR CARRIER OR ONEBEACON AT 1-866-568-2233 TO DETERMINE IF A SERVICE OR TREATMENT IS COVERED. IF AVAILABLE, ONEBEACON MAY PROVIDE THE INSURED PERSON WITH THE NAME AND ADDRESS OF A PHYSICIAN WHO IS A PREFERRED PROVIDER.

THIS PROPOSAL IS ONLY A SUMMARY OF THE ONEBEACON PROGRAM. A COMPLETE EXPLANATION OF BENEFITS, TERMS, CONDITIONS, AND EXCLUSIONS WILL BE PROVIDED IN THE POLICY. THE TERMS, CONDITIONS, EXCLUSIONS, COVERAGES AND BENEFITS IN THE POLICY WILL BE SUBJECT TO APPLICABLE STATE LAW AND REGULATIONS.

**Issue Date:** 11/01/2020

**Proposal For:** Buchheit Trucking Service, Inc.

Should you wish to accept this proposal, sign and return this page. By signing this document, you verify that all information provided to support this proposal is valid and you would like to bind coverage.

**Note:** This is only a brief description of the benefits of the Plan and does not cover all the terms, conditions, and limitations. This Proposal only provides the basis for coverage and claims handling. A complete description of coverages will be provided in the Policy.

Broker/Contact Name: \_\_\_\_\_

Broker Contact Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Policy effective date: \_\_\_\_\_