

Accident Protection Plan

Accidental Death, Dismemberment, Loss Of Time, And
Expanded Medical Coverage

NATIONAL
GENERAL[®]
an **Allstate**[®] company

10954NG (01012022)

PO Box 3199, 450 W. Hanes Mill Rd Ste 101
Winston-Salem, NC 27102-3199

Integon General Insurance Corporation
Integon Preferred Insurance Company
Integon Indemnity Corporation

11533 (10012015)

<FirmName>

This Policy Applies Only If
Form Number 11533 (10012015) Appears in the Declarations.

THIS POLICY PROVIDES IMPORTANT COVERAGES. PLEASE READ IT CAREFULLY.

ACCIDENT PROTECTION PLAN

ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF TIME, AND EXPANDED MEDICAL COVERAGE

Coverage is provided under this policy only if the coverage and a specific premium are noted in the Declarations of this policy.

SCHEDULE OF BENEFITS

Coverages Provided	Benefit Limit
Death, Dismemberment & Loss of Sight Benefit	<variable>
Daily Hospital Indemnity Benefit	<variable>
Medical Expense Benefit	<variable>
Ambulance Expense Benefit	<variable>
Daily Benefit for Loss of Time	<variable>

BENEFICIARY: Unless otherwise designated, the **named insured** shall be the beneficiary of the other insured persons; the **named insured's** beneficiary shall be the **named insured's** estate.

PART 1 – DEFINITIONS

- A. **“Accident”** and **“accidental”** mean a sudden, unexpected and unintended event that results in **bodily injury**.
- B. **“Auto”** means a four-wheeled private passenger vehicle or dual rear wheel six-wheeled pick-up truck designed for operation mainly on public roads with a gross vehicle weight (as determined by the manufacturer's specifications) of 10,000 pounds or less.

An **auto** does not include:
 - 1. Vans with cabs separate from the cargo area;
 - 2. Delivery van;
 - 3. Step-van;
 - 4. Cargo cutaway van;
 - 5. Any type of all-terrain or quad vehicle, dune buggy, go-cart or golf cart; or
 - 6. **Motor home**.
- C. **“Bodily injury”** means bodily harm, sickness or disease that results in loss of life, limb or sight. **Bodily injury** does not include harm; sickness; disease or death arising out of:
 - 1. The contraction of a medically defined communicable disease by any person; nor
 - 2. The exposure of such a disease by any person to any other person.
- D. **“Carry persons or property for compensation or a fee”** means to deliver, transport or carry persons; products; goods; materials; property; animals; or

livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:

- 1. Going to a pick-up or returning from a drop-off;
- 2. The money or other item of value is paid or given;
 - a. By any passenger, recipient or other party on a per-trip basis; or
 - b. In the course of, or as related to, any **business** activities of a person insured under this Policy; or
- 3. Any of the persons; products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the vehicle or **trailer** at the time of the **motor vehicle accident** or loss.

“Carry persons or property for compensation or a fee” includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.

- E. **“Loss of Time”** means:
 - 1. the **insured** is unable to perform all of the normal duties of his or her work as certified by a physician; and
 - 2. the **insured's** inability to perform his or her normal work tasks begins within 10 days of the date of the **motor vehicle accident**.
- F. **“Motor home”** means a licensed and registered self propelled motor vehicle used for recreational purposes which includes the following:
 - 1. Built in cooking facilities;
 - 2. Built in refrigeration;
 - 3. Sleeping quarters;
 - 4. Built in bathroom facilities with indoor plumbing;
 - 5. Self-contained heating and/or air conditioning;
 - 6. Built in drinking water supply system; and
 - 7. Built in electrical power supply.
- G. **“Motor Vehicle,”** means private passenger vehicles, including but not limited to autos, station wagons, vans, **motor homes** or pickup trucks duly licensed for use on public highways. All other vehicle

types, including but not limited to commercial vehicles and motorcycles, are excluded.

H. **“Motor vehicle business”** means the business of:

1. Selling;
 2. Repairing;
 3. Servicing;
 4. Storing;
 5. Parking;
 6. Road testing;
 7. Delivering;
 8. Leasing or renting;
 9. Washing; or
 10. Valet parking;
- any **motor vehicle**.

I. **“Insured”**, as used in this policy, means:

1. the **named insured** if the “Individual Plan” is checked on the Application for this policy and shown in the Declarations; or
2. the **named insured**, spouse, and any unmarried child under the age of 19 if the “Family Plan” is checked on the Application for this policy and shown in the Declarations.

The term “spouse” does not include one who is divorced or separated. Separated means physically living apart regardless of whether a separation agreement has been signed or decree of separation entered. “Child” includes a stepchild and an adopted child as long as he or she lives in the **named insured’s** household.

J. **“Named insured”**, as used in this policy, means the person who signed the Application for this policy. If the Declarations Page lists more than one person as a **“named insured”**, then only the person who signed the Application will be the **named insured** for whom Accidental Death, Dismemberment, Loss of Time and Expanded Medical Coverage will apply.

K. **“Racing”** means:

1. Participating in, competing in, practicing for or preparing for any prearranged or organized racing, speed, demolition or stunting contest or activity;
2. Participating in or competing in an unarranged or spontaneous street or off-road race or stunt;
3. Operating an **auto** on an indoor or outdoor track, course or trail designed or used for:
 - a. Racing or speed contest or adventure;
 - b. Demonstration driving;
 - c. Driver or skills training;
 - d. High performance driving; or
 - e. Driving competition.

L. **“Trailer”** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is not being used:

1. As a residence, office, store, business or for display purposes; or
2. To transport passengers.

M. **“We,” “us”** and **“our”** mean the Company shown on the **Declarations Page** as providing this insurance.

N. **“You”** and **“your”** mean the person shown on the **Declarations Page** as the **named insured**.

PART 2 - INSURING AGREEMENT

We will provide the benefits provided in PARTS 3, 4, 5, 6 and 7 for **bodily injury** suffered by an **insured** resulting from an **accident** while riding in or on, getting in or out of, or being struck by any **motor vehicle**.

PART 3 - DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

If, within 90 days of a **motor vehicle accident**, an **insured** suffers **bodily injury** as described in PART 2 **we** will pay the specified amount of each loss as shown below:

For Loss of	Percent of Benefit
Both Hands, Both Feet or Sight of Both Eyes	100%
One Hand and One Foot, One Hand and Sight of One Eye or One Foot and Sight of One Eye	100%
Life	100%
One Hand or One Foot or Sight of One Eye	50%

The maximum amount of benefits that will be paid will equal the Percent of Benefit amount for the loss, as shown above, times the Benefit Limit shown in the SCHEDULE OF BENEFITS. Only one Benefit Limit will be paid for all losses due to one **motor vehicle accident**. **We** will pay the Benefit Limit that provides the greatest dollar amount of benefits.

The “loss” of a hand or foot means the complete severance at or above the wrist or ankle. “Loss” of sight of an eye means the total and unrecoverable loss of the entire sight of that eye.

PART 4 - DAILY HOSPITAL INDEMNITY BENEFIT

If an **insured** suffers **bodily injury** as described in PART 2 which requires hospital confinement, **we** will pay up to the “Daily Hospital Indemnity Benefit” as shown in the SCHEDULE OF BENEFITS. **We** will pay this daily benefit for a confinement which begins within 10 days of the date of the **motor vehicle accident**. Benefits under this section will:

1. begin with the first day of the confinement; and
2. be payable for a maximum of 5 calendar days of confinement.

PART 5 - MEDICAL EXPENSE BENEFIT

If an **insured** suffers **bodily injury** as described in PART 2 and needs medical treatment, **we** will pay the lesser of:

1. the actual cost of any combination of expenses incurred for: medical, surgical, X-ray, hospital, professional nursing or dental services incurred and payable by the **insured** within 90 days of the date of the **motor vehicle accident**; or
2. the "Medical Expense Benefit" shown in the SCHEDULE OF BENEFITS.

PART 6 - AMBULANCE EXPENSE BENEFIT

If an **insured** suffers **bodily injury** as described in PART 2 and needs an emergency ambulance service, **we** will pay the lesser of:

1. the ambulance service expense actually incurred for transportation from the scene of the **motor vehicle accident** to the hospital; or
2. the "Ambulance Expense Benefit" shown in the SCHEDULE OF BENEFITS.

PART 7 - DAILY BENEFIT FOR LOSS OF TIME

If an **insured** suffers **bodily injury** as described in PART 2 and incurs **loss of time**, **we** will pay the "Daily Benefit for Loss of Time" shown in the SCHEDULE OF BENEFITS. **We** will pay the "Daily Benefit for Loss of Time" for a maximum of 5 calendar days.

PART 8 – EXCLUSIONS

- A. **We** do not provide Accidental Death and Dismemberment, Loss of Time and Expanded Medical Coverage for a loss caused by:
1. Intentionally self-inflicted injuries (sane or insane);
 2. Disease or bodily or mental infirmity, or medical or surgical treatment or diagnostic procedure therefore;
 3. Voluntary asphyxiation; or
 4. Or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- B. No benefits are payable under this coverage for:
1. Injuries arising out of the ownership, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery

conveyance. This exclusion does not apply to a share-the-expense car pool;

2. Any treatment rendered in a Veteran's Hospital;
3. Any injury for which the **insured** is covered by worker's compensation;
4. Treatment for injuries covered by Medicare or Medicaid;
5. Injuries that occur while the **insured** is employed or otherwise engaged in any **motor vehicle business**;
6. Injuries sustained or contracted while operating a **motor vehicle** after consuming alcoholic beverages, marijuana, narcotics or other intoxicants, or while riding as a passenger in a **motor vehicle** operated by a person after he or she has consumed alcoholic beverages, marijuana, narcotics or other intoxicating substances, unless administered on the advice of a physician; or
7. Injuries arising out of the ownership, maintenance or use of any **motor vehicle** while **racing**.

PART 9 - GENERAL PROVISIONS

Notice of Claim: Written notice of claim must be given within 20 days after a loss or as soon as is reasonably possible. This notice by or for an **insured** should include the **insured's** full name, date of birth, policy number and address. It should be sent to **us** or given to **our** agent.

Claim Forms: When **we** get notice of claim, **we** may send the claimant forms for filing proof of loss. If these are not sent within 15 days after **we** receive notice of claim, the **insured** may submit a written description of the nature and extent of the loss for which claim is made. Such written claim description must be submitted within the time required in "Proof of Loss Time Limits" below.

Proof of Loss Time Limits: **We** must be given written proof of loss:

1. for **loss of time**, within 90 days after the end of the period for which **we** are liable; or
2. for any other loss, within 90 days from the date of loss.

If proof is not given within such time, the claim will not be reduced or denied if it was not reasonably possible to give proof within the required time and proof is given to **us** as soon as possible. In no case will **we** pay benefits if the delay in giving proof of loss is more than 1 year, unless the delay is caused by lack of legal capacity.

Time of Payment of Claims: Benefits payable under the coverage provided by this policy will be paid within 60 days after **we** receive due written proof of loss.

Payment of Claims: **We** will pay benefits to the **named insured** or the **named insured's** estate if no beneficiary has been designated. If any benefit is payable to a payee who cannot execute a valid release, **we** may pay up to \$1,000 of that benefit to someone related to the

named insured by blood or marriage who **we** believe has a right to it. Payments made in good faith under this provision will fully discharge **us** to the extent of such payment.

Physical Examinations and Autopsy: **We** have the right to have the **insured** examined by a physician of **our** choice. Such examinations will be conducted at reasonable intervals at **our** expense. **We** can also require an autopsy where not prohibited by law.

Legal Action: No legal action shall be brought to recover under the coverage provided by this policy before 60 days after written proof of loss has been furnished to **us**. No legal action shall be brought to recover on this policy more than 3 years after written proof of loss has been furnished to **us**.

POLICY PERIOD AND TERRITORY

This policy applies only to **bodily injury** pursuant to Section 2 which occurs:

1. During the policy period as shown in the Declarations;
and
2. Within the policy territory.
The policy territory is:
 1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada

TERMINATION - CANCELLATION, NONRENEWAL, AUTOMATIC TERMINATION, OTHER TERMINATION PROVISIONS

Cancellation. This policy may be canceled during the policy period as follows:

1. The **named insured** shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel this Policy by mailing by first class mail to the **named insured** shown in the Declarations at the last known address:
 - a. at least 15 days notice if cancellation is for nonpayment of premium; or
 - b. at least 60 days notice in all other cases.
3. **We** will cancel this Policy only for the following reasons:
 - a. Nonpayment of premiums;

- b. **You** become a nonresident of North Carolina.
- c. The termination of our contract with the agent through whom this policy was written. This does not apply if **we** terminate the contract because of the quality of the agent's insureds.
- d. The cancellation of this policy pursuant to a power of attorney given to a company licensed pursuant to the provisions of G.S. 58-35-5.
- e. **You** fail, at time of renewal, to meet the requirements of **our** corporate charter, articles of incorporation or bylaws, if **we** are organized for the sole purpose of providing members with insurance policies in North Carolina.

Nonrenewal. If **we** decide not to renew or continue this Policy, **we** will mail notice to the **named insured** shown in the Declarations at the last known address. Notice will be mailed at least 60 days before the end of the policy period. If **we** decide not to renew or continue this Policy, **we** will mail the notice at least 10 days before the end of the policy period. **We** will refuse to renew or continue this policy only as permitted by the laws of North Carolina.

Automatic Termination. If **we** offer to renew or continue and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that **you** have not accepted **our** offer.

If **you** obtain other insurance, any similar insurance provided by this policy will terminate on the effective of the other insurance.

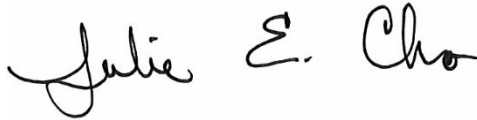
Other Termination Provisions.

1. If the law in effect in North Carolina at the time this policy is issued, renewed or continued:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice;
 - c. modifies any of the stated termination reasons;
we will comply with those requirements.
2. Proof of mailing of any notice shall be sufficient proof of notice.
3. If the **named insured** or a premium finance company cancels this policy, the premium owed or premium refund due will be calculated according to the short rate provisions contained in **our** manuals. If **we** cancel this policy, any premium owed or premium refund will be calculated on a pro-rata basis. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested.



Peter Rendall
President



Julie E. Cho
Secretary

