

**LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 Chestnut Street, Philadelphia, PA 19192
(A STOCK INSURANCE COMPANY HEREIN CALLED
THE INSURANCE COMPANY)**

**ACCIDENT ONLY POLICY
NON-PARTICIPATING**

Policy Number: SPS 900304

Policy Effective Date: 7/1/04

Policy Anniversary: July 1

Policyholder:

**VOLUNTEERS INSURANCE SERVICE ASSOCIATION (VIS)
COURT REFERRED ALTERNATIVE SENTENCING VOLUNTEER PROGRAM**

The Policy is issued in the District of Columbia and shall be governed by its laws.

The Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits in return for the payment of premium.

Effective Date and Policy Term: The Policy takes effect on the Policyholder Effective Date. All periods of insurance begin and end at 12:01 A.M. Standard Time at the Policyholder's address. Coverage will continue as long as the premiums are paid according to the agreed terms. Coverage may be terminated by the Insurance Company or the Policyholder in accordance with the GENERAL PROVISION called "POLICY TERMINATION".

We have issued the Policy in consideration of the signed Application and the payment of required premium. The Insurance Company and the Policyholder have agreed to all the terms of the Policy.



Susan L. Cooper, Secretary



Gregory H. Wolf, President

**THIS IS AN ACCIDENT ONLY POLICY.
READ IT CAREFULLY.
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.
THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.**

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DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) causes Injury to one or more Covered Persons; and
- (2) occurs while coverage is in effect for the Covered Person.

"Aircraft" means a vehicle which:

- (1) has a valid certificate of airworthiness; and
- (2) is being flown by a pilot with a valid license appropriate to the aircraft.

"Benefit Period" means 52 weeks from the date of Injury.

"Covered Person" means an eligible person as defined in the Schedule of Benefits for whom insurance is in force under the Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under the Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include: the Covered Person; his spouse; his child; his parent; his brother; his sister; or a person living with him.

"Eligible Expenses" means the Usual and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of Injury.

"He", "his" and "him" includes "she", "her" and "hers".

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) group or blanket insurance, whether on an insured or self-funded basis;
- (2) hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis;
- (4) group labor management plans;
- (5) employee benefit organization plan;
- (6) professional association plans on a group basis;
- (7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended; or

"Hospital" means an institution which:

- (1) is operated pursuant to law;
- (2) is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) is under the supervision of a staff of Doctors;
- (4) provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- (5) has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) on its premises; or
 - (b) available to it on a prearranged basis; and
- (6) charges for its services.

DEFINITIONS (Continued)

Hospital does not include:

- (1) a clinic or facility for:
 - (a) convalescent, custodial, educational or nursing care;
 - (b) the aged, drug addicts or alcoholics;
 - (c) rehabilitation; or
- (2) a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) the services are rendered on an emergency basis; and
 - (b) a legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of all other causes, from an Accident. All injuries sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Intoxicant" or "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss or its cause occurs.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) prescribed by a Doctor for the treatment of the Injury; and
- (2) appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Usual and Customary" means the fee(s) for medical services or supplies which is (are):

- (1) the usual fee(s) charged by the provider for the service or supply given;
- (2) the average fee charged for the service or supply in the locality in which the service or supply is received; and
- (3) reasonable in relationship to the service or supply given and the severity of the condition.

"We, our, or us" means the Life Insurance Company of North America.

SCOPE OF COVERAGE

We will provide the benefits described in the Policy to all Covered Persons who suffer a covered loss which:

- (1) is set forth in the **DESCRIPTION OF BENEFITS PROVISIONS**; and
- (2) results, directly and independently of all other causes, from bodily Injury which is suffered in an Accident; and
- (3) occurs while the person is a Covered Person under the Policy; and
- (4) is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Full Excess Medical Expense

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred:

- (1) solely for treatment of a covered Injury; and
- (2) while the person is insured; and
- (3) during the Benefit Period.

The first Expense must be incurred within the time frame shown on the Schedule of Benefits.

The total of all medical benefits payable under the Policy shall not exceed the Maximum Benefit amount per Accident shown in the Schedule of Benefits.

PROVISIONS CONCERNING COVERED PERSON'S

Eligibility:

Persons eligible to be insured under the Policy are those persons defined as Eligible Persons in the Schedule of Benefits. This includes anyone who may become eligible while the Policy is in force.

Effective Dates:

An Eligible Person will become a Covered Person under the Policy, provided proper premium payment is made, on the latest of:

- (1) the Policy Effective Date; or
- (2) the day he becomes eligible.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) the date he is no longer in an Eligible Class;
- (2) the end of the period for which the last premium contribution is paid; or
- (3) the date the Policy is terminated.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

DESCRIPTION OF HAZARDS

VOLUNTEER WORKERS COVERAGE

We will pay the benefits described in the Policy for covered losses due to Injury. Injury must occur while the Covered Person is on volunteer assignment by the Policyholder within the United States of America, its territories, possessions, Canada or anywhere in the world with respect to traveling while on assignment; or any traveling directly to and from the volunteer assignment; or any incidental travel while on the assigned job sponsored by the Policyholder.

DESCRIPTION OF BENEFITS

ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT BENEFIT

If, within one year from the date of an Accident covered by the Policy, Injury from such Accident, results in Loss listed below, we will pay the benefit set opposite such Loss. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled.

<u>Loss</u>	<u>Benefit Amount</u>
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand	One-Half the Principal Sum
Loss of One Foot	One-Half the Principal Sum
Loss of Entire Sight of One Eye	One-Half the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-Quarter the Principal Sum

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

(In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.)
(In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand.)

"Severance" means the complete separation and dismemberment of the part from the body.

DESCRIPTION OF BENEFITS (Continued)

ACCIDENT MEDICAL EXPENSE BENEFIT

If the first Eligible Expense is incurred within 60 days from the date of a covered Accident, we will pay up to the Total Maximum Benefit Amount as shown on the Schedule of Benefits, subject to the Deductible Amount (if any), for:

- (1) Hospital Room and Board charges, up to the most common semi-private daily room rate, for each day of the Hospital Stay.
- (2) Intensive Care Room and Board charges. This payment is in lieu of payment for Hospital Room and Board charges for those days.
- (3) Hospital Miscellaneous charges, during a Hospital Stay. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient charges, by a Hospital for:
 - (a) pre-admission testing, confinement must occur within 7 days of the testing; or
 - (b) emergency room treatment.
- (5) Surgical charges for:
 - (a) a Doctor, for primary performance of a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.50 times the Surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) a Doctor, for assistant surgeon duties, a second surgical opinion, or consultation.
 - (c) anesthesia and its administration.
 - (d) use of surgical facilities.
- (6) Charges by a Doctor for other than pre- or post-operative care:
 - (a) for in-Hospital visits; and
 - (b) for office visits.
- (7) Charges for X-ray and laboratory tests.
- (8) Charges for nursing services, other than routine Hospital care, by or under the supervision of a licensed graduate registered nurse.
- (9) Charges for Physiotherapy:
 - (a) while Hospital confined; or
 - (b) as an outpatient.Physiotherapy includes:
 - (i) heat treatment;
 - (ii) diathermy;
 - (iii) microtherm;
 - (iv) ultrasonic;
 - (v) adjustment;
 - (vi) manipulation;
 - (vii) massage therapy; and
 - (viii) acupuncture.

DESCRIPTION OF BENEFITS (Continued)

- (10) Ambulance from the place where the Injury occurred to the Hospital.
- (11) Rental charges for medical equipment, for:
 - (a) a wheelchair;
 - (b) an iron lung; or
 - (c) other medical equipment for which prior approval by us has been given.
- (12) Charges for medical services and supplies for:
 - (a) oxygen and its administration;
 - (b) blood and blood transfusions.
- (13) Charges for dental treatment, for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Amount as shown on the Schedule Of Benefits.
- (14) Charges for the repair or replacement of prescription eyeglass lenses and their frames, damaged as the result of a covered Accident, up to the applicable benefit shown in the Schedule of Benefits.

EXCLUSIONS

Benefits will not be paid for:

- (1) A Covered Person's loss which is caused by or results from:
 - (a) declared or undeclared war or act of war; or
 - (b) sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
- (2) Services or treatment rendered by a Doctor, Nurse or any other person who is:
 - (a) employed or retained by the Policyholder; or
 - (b) who is the Covered Person or a member of his immediate family;
- (3) An Injury that is caused by flight in
 - (a) flight in an aircraft, except as a fare-paying passenger;
 - (b) flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere;
or
 - (c) an ultra light, hang-gliding, parachuting or bungie-cord jumping;
- (4) Expenses incurred after 52 weeks from the date of the Accident;
- (5) Hernia of any kind; or bacterial infection that was not caused by an Accidental cut or wound;
- (6) An Injury or Accident occurring while a Volunteer Fireman, Rescue Squad member or sports team member.

LIMITATIONS

Any benefits payable under the Policy will be limited to the following:

- (1) Costs that do not exceed the Usual & Customary charges in the area where the services are furnished or supplies provided. Services, supplies and equipment must be:
 - a) medically necessary for the care or treatment of a covered Injury;
 - b) received while coverage is in force under the Policy; and
 - c) rendered and/or prescribed by a licensed Doctor other than the Covered Person (or a member of his household or immediate family) in accordance with current medical standards and practices.
- (2) Coordination of Benefits or Non-Duplication of Benefits provision (where applicable).

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within 30 days (Kentucky: 60 days) after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our home office at Philadelphia, Pennsylvania or to our agent. Notice should include the Policyholder's name and number and the Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOFS OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us at our home office in case of claim for loss for which the Policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

CLAIM PROVISIONS (Continued)

PAYMENT OF CLAIMS:

Benefits for the Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at the Covered Person's written request, in accordance with one of our settlement plans. If the Covered Person has not requested any settlement plan, the beneficiary can do so in writing after the Covered Person's death. If there is no named beneficiary or surviving beneficiary, the Covered Person's loss of life benefits will be paid in one sum to the first surviving class of the following:

- (1) spouse;
 - (2) child or children;
 - (3) mother or father;
 - (4) sisters or brothers; or
 - (5) the estate;
- of the Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to the Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY:

The Covered Person can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which the Covered Person may make unless the designation of beneficiary is irrevocable.

INTOXICANTS AND CONTROLLED SUBSTANCES:

We will not be liable for any loss sustained or contracted in consequence of the Covered Person's being legally intoxicated or under the influence of any controlled substance unless administered on the advice of a Doctor.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina.)

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the Policy. No such action shall be brought more than 3 years (Kansas: 5 years; South Carolina: 6 years) after the time written proof of loss is required to be furnished.

PREMIUM PROVISIONS

PREMIUMS

All premium are payable solely by the Policyholder. All premiums after the first are payable on or before the premium due date, subject to the Grace Period provided.

REPORTING REQUIREMENTS:

The Policyholder or its authorized agent must report 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; and
- (4) additional information required as agreed to by us and the Policyholder.

This information may be waived, if agreed to by the Policyholder and us.

GRACE PERIOD:

A grace period of not less than 31 days is granted for each premium due after the first. The grace period is shown in the SCHEDULE OF BENEFITS. Coverage will stay in force during this period unless notice has been sent, in accordance with the POLICY TERMINATION provision, of the intent to terminate coverage under the Policy. Coverage will end if the premium is not paid by the end of the grace period.

CHANGES IN RATES:

We have the right to change the premium rates after the First Policy Term with 31 days written notice. Notice of such change will be sent to the Policyholder's most recent address in our records.

Premiums are due annually in advance, unless otherwise agreed to by the Policyholder and us.

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT; CHANGES:

The Policy, the Application of the Policyholder (a copy of which is attached), Endorsements, Riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Covered Person, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After two years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in the Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

The Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

The Policyholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under the Policy.

We shall be permitted to examine the Policyholder's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- (1) the two year period after the expiration of the Policyholder's coverage; or
- (2) the final adjustment and settlement of all claims under the Policyholder's coverage.

POLICY TERMINATION:

We may terminate coverage any time after the First Policy Term provided at least 31 days written notice is given.

The Policyholder may terminate its coverage any time after the First Policy Term provided at least 31 days prior written notice is given. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

CONFORMITY WITH STATE STATUTES:

Any provision of this Policy in conflict, on the Policy Effective Date, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

SCHEDULE OF BENEFITS

**Policyholder: Volunteers Insurance Service Association (VIS)
Court Referred Alternative Sentencing Volunteer Program**

Policy Number: SPS900304

Effective Date: July 1, 2004

Policy Term: One Year

Anniversary Date: July 1

ELIGIBILITY REQUIREMENTS

An Eligible Person means: A registered volunteer for a participating member of the Policyholder.

This Schedule provides a brief outline of the coverage and benefits provided by the Policy. Full details are found in the appropriate Policy provisions. Please read the Policy carefully.

DESCRIPTION OF HAZARDS:

The Policy covers injuries arising out of or in the course of the following:

While the Covered Person is on volunteer assignment by the Policyholder within the United States of America, in its territories, possessions, Canada or anywhere in the world with respect to traveling while on the assignment; or any traveling directly to and from the volunteer assignment; or any incidental travel while on the assigned job sponsored by the Policyholder.

DESCRIPTION OF BENEFITS:

Accidental Death, Dismemberment, or Loss of Sight Principal Sum:	\$2,500.00
Accident Medical Expense Benefit Plan Type:	
_____ Primary	
_____ Primary Excess	
___X___ Full Excess	
Maximum Benefit Amount Per Covered Accident	\$25,000.00
Deductible	None
Dental Benefit per Accident (including repair or replacement of dentures), up to: (up to 3 teeth per Accident)	\$500.00 per tooth
Maximum Benefit per Accident	\$900.00
Eyeglasses Benefit per Accident Prescription lenses, up to:	\$50.00
Frames for prescription lenses up to:	\$50.00
Ambulance Benefit per Accident Maximum for ground transportation	None
Maximum for air transportation	\$5,000.00

RATES

We may make any adjustments in the rates after the First Policy Term with 31 days written notice. Notice of any change in rates will be sent to the Policyholder at least 31 days prior to the date the new rates take effect.

Covered Person:	\$7.00 per year
Grace Period:	31 days