

# PRIME INSURANCE COMPANY

8722 South Harrison St. Sandy, UT 84070

## Additional Insured Declarations

This Declarations Page is issued in conjunction with and forms a part of Policy Number: EMUT0001

Certificate No.: XSI1585

Item 1. Guardian: guardian

On Behalf of Insured: Ner Ner

Physical Address

Mailing Address

123 Main

Provo, UT 84604

Item 2. Policy Period: From 04/20/2010 to until cancelled  
(12:01 AM- Standard Time at the Address of the Insured)

Retroactive Date: 04/20/2010

Item 3. Description of coverage afforded hereunder: Excess AD&D and MedPay.

Item 4. Limits of Liability:

Maximum Benefit: \$15,000.00

Deductible: \$0.00

Item 5. Premium: \$45.98

Tax: \$1.95

SLSC: \$0.07

Monthly Total: \$48.00

Item 6. 100% Premium Earned at Inception.

Item 7. Endorsements and forms attached to this Policy: PAP-99-06, PCW-00-03, PCW-99-02, Application

Item 8. Producer: Evolution Insurance Brokers, LC



Authorized Representative

"THIS INSURANCE POLICY IS BEING ISSUED BY AN INSURER THAT MAY NOT BE LICENSED BY THE STATE INSURANCE DEPARTMENT IN THIS STATE AND MAY NOT BE SUBJECT TO THIS STATE'S SUPERVISION AND MAY NOT BE PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER BY THIS STATE'S GUARANTY OR SECURITY FUND. THIS POLICY ISSUED MAY NOT BE SUBJECT TO ANY OR ALL OF THE REGULATIONS OF THIS STATE'S INSURANCE DEPARTMENT PERTAINING TO POLICY FORM."

Issue Office: I.E.B.S., 8722 South Harrison St. Sandy, UT 84070



THIS INSURANCE CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINES POLICY UNDER THE SURPLUS LINE LAWS IN THE STATE WHERE THE NAMED INSURED IS LOCATED. THE INSURANCE IS NOT ISSUED BY AN INSURANCE COMPANY REGULATED BY THE STATE WHERE THE INSURANCE IS ISSUED AND IS NOT PROTECTED BY ANY STATE INSURANCE GUARANTEE FUND.

Rick J. Lindsey 132115

## **SERVICE OF SUIT ENDORSEMENT**

### **PAP-99-06**

**This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!**

Pursuant to a statute of any state of the United States which makes provision therefore, Prime Insurance Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for the purpose in the statute, as its true and lawful attorney for the purpose of accepting service of process of any suit instituted by or on behalf of the Insured.

This Endorsement applies solely to service of process and does not modify any forum selection or choice of law provisions contained in the Policy.

# CONTRACTUAL EXCESS MEDPAY LIABILITY POLICY

PCW-00-03

**THIS CONTRACTUAL LIABILITY POLICY (the "Policy") is a manuscript policy, meaning it is a negotiated agreement entered into by and between the Insured and the Insurer, and as such, it differs significantly from claims made or occurrence type policies offered by other insurance companies which, in most instances, are approved by state regulatory authorities. The terms of this Policy are contractual and are not merely recitals, and the Policy shall be construed as a whole, including all paragraphs, sections, conditions, provisions, exclusions, and Endorsements, as well as the Agreement and Terms and Conditions of Premium Account. Additionally, this policy has very strict claim reporting requirements, and all application(s), discovery form(s), warranty form(s), and other forms, indemnification agreements, guarantees, and agreements completed or executed by the Insured to obtain coverage form a part of this Policy and constitute warranties of the Insured to the Insurer.**

**Claims Expenses reduce the available Limits of Liability stated on the Declarations. The total amount of the Policy premium charged is 100% earned and not subject to short-rate or pro-rate adjustment.**

**Throughout the Policy and any Endorsements, the words "you," "your," "Insured," and "Named Insured" refer to the Insured. The words "we," "us," "our," and the "Company" refer to the Insurer. Other capitalized terms have specific meaning throughout the Policy as defined in the Definitions Section below.**

## SECTION I—COVERAGE

- A. This coverage pays the excess medical expenses actually incurred by an Insured when an accidental injury occurs while the Insured is participating in covered activities as identified on the Declarations. The coverage is excess coverage and begins after all other coverages for which the Insured is eligible have been exhausted.
- B. The amount we will pay for any one Insured is limited to the lesser of the limit of liability listed on the Declarations and the amount the Insured is liable to pay to the Claimant. The aggregate Limit of Liability available under this Policy shall be the amount stated on the Declarations. Upon exhaustion of the Limit of Liability, we will pay nothing further under this Policy.
- C. In the event of the Insured's accidental death or dismemberment, this coverage will pay up to the ACCIDENTAL DEATH limit listed on the Declarations for expenses incurred by the Insured that the Insured is liable to pay as a result of the accidental death or dismemberment.
- D. Coverage provided under this Policy shall be excess to any other coverage.

## SECTION II — EXCLUSIONS

This Policy provides no coverage for:

- A. Fungi or bacteria; lead; asbestos; nuclear energy; pollution; employment-related practices; abuse or molestation; and 24-hour premises liability.
- B. Claims or suits brought by one athlete participant against another athlete participant, unless Liability insurance has been paid for and is listed on the Declarations or any Additional Insured Certificate.

## SECTION III — WHO IS AN INSURED

The Insured is the individual expressly listed on the Declarations or any Additional Insured Certificate.

## SECTION IV — LIMITS AND LIMITATIONS

- A. The aggregate Limit of Liability shown in the Declarations and the conditions set forth herein fix the most we will pay regardless of the number of claims made, or persons or organizations making claims.
- B. Our obligation to make any payment under this Policy for any Claim shall only arise after the payment by you of the SIR per claim set forth on the Declarations. The SIR amount shall apply separately to each and every Claim for which we become obligated.

## SECTION V — CONDITIONS

- A. As an express condition to coverage being provided under this Policy, you shall immediately (and in no event later than 7 days) notify us of any event that could possibly lead to a Claim.
- B. Any disputes arising under this Policy shall first be submitted to arbitration to be presided over by one mutually acceptable arbitrator to the parties who has knowledge and experience in dispute resolution.
- C. No interest, coverage, or rights under this Policy may be assigned or transferred to any other person or entity without the prior written consent of the Insurer. This Policy is issued to the Insured as identified at the time of the Application and does not transfer without prior written approval of the Insurer.
- D. In the event coverage is triggered under the terms of this Policy, you must provide us with immediate access to all claims-related information and notify us of any future claims as soon as such claims are made to you.

E. Any notification required to be provided to us under this Policy shall be made to:

Claims Direct Access  
PO Box 4439  
Sandy, UT 84091  
Fax: 877-452-6909

## **SECTION VI — CANCELLATION AND NON-RENEWAL**

This Policy may be cancelled by us without cause upon 60 days written notice to you by mail at the address shown in the Declarations. The mailing shall be sufficient proof of notice.

1. The Insurer may cancel this Policy by mailing first class, via electronic mail, or by hand delivery to the Insured written notice of cancellation at least 10 days before the effective date of cancellation if we cancel for nonpayment of premium or any other cost or fee required to be paid under the terms of this Policy; or

2. We shall have the right to cancel this Policy upon 60 days written notice for any material change in the exposure or risk after the effective date, unless you have notified us of the change, in writing, as soon as practicable, and paid any additional premium.

B. This Policy may be non-renewed by us by mail to you, at the address shown in the Declarations. The mailing shall be sufficient proof of notice.

C. We shall have the right to non-renew this Policy by giving at least 60 days written notice prior to the annual anniversary date. The annual anniversary date shall be at each 6-month period subsequent to the effective date of this Policy.

D. You have the right to cancel this Policy by mailing written notice to us at any time.

E. Effect of Cancellation or Termination

1. All premiums shall be fully earned at inception regardless of which party terminates the Policy.

## **SECTION VII — DEFINITIONS**

A. "Claim" or "Claims" means a request for reimbursement of medical expenses incurred while participating in a covered activity.

B. "Declarations" means the summary of coverage provided in conjunction with this Policy setting forth the essential terms that are expressly deemed a part of this Policy to be read in conjunction with the entire Policy.

C. "Limit of Liability" means the maximum amount we will be obligated to pay for otherwise covered Claims, including, but not limited to, payments for Claim expenses, or any other sums due under this Policy, as set forth in the Declarations.

D. "Policy Period" means the period of time indicted by the effective dates of coverage as stated in Declarations.

E. "SIR" means the self-insured retention amount set forth on the Declarations that you will pay for each and every Claim made under this Policy.

## **SECTION VIII — SEVERABILITY**

The provisions of this Policy are severable. If any portion, provision, or part of this Policy is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts of this Policy and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

## **SECTION IX — MUTUAL AFFIRMATION**

Pursuant to the signature, facsimile or otherwise, appearing on the Application, quote, warranty form, Policy, Terms and Conditions of Premium Account, or any other document provided to you to obtain insurance coverage, the parties affirm that all provisions serve to embody and articulate the entire agreement between the parties hereto, and that the parties unqualifiedly accept and agree to abide by the terms and conditions of the Policy.

## **SECTION X — GOVERNING LAW**

This Policy is entered into in the State of Utah and the Policy, and any rights, remedies, or obligations provided for in this Policy, shall be construed and enforced in accordance with the laws of Utah.

## **SECTION XI — CONSENT TO EXCLUSIVE JURISDICTION**

The Insured understands and acknowledges that the Insurer conducts its business activities, including underwriting, risk management and claims services within the State of Utah. The Insured represents and acknowledges that the Insured has purposefully directed its actions to procure the insurance services of the Insurer within the State of Utah and, for that purpose, will make continuous and systematic requests for the Insurer's services in the State of Utah. The Insured acknowledges that, by entering into this policy of insurance, the Insured is deemed to be transacting business within the

State of Utah such that the courts of Utah may exercise jurisdiction over it regarding any issues arising out of this Policy. In addition, the Insured hereby understands and consents to the jurisdiction of the courts in the State of Utah and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Policy, unless both the Insurer and Insured agree otherwise in writing.

**XSI ACCIDENTAL DEATH AND MEDPAY BENEFITS SCHEDULE**  
**PCW-99-02**

**This endorsement changes the terms and conditions of the Policy issued. Please read it carefully!**

The Sub-limit for each numbered category below is the total limit for each loss in such category. The Maximum Benefit limit identified on the Additional Insured Declarations is the most we will pay regardless of the number of claims.

<b>Benefit:</b>	<b>Pro Level 1</b>	<b>Pro Level 2</b>
Accidental Death	\$10,000	\$15,000
Dismemberment	\$2,500	\$3,500
Fractures	\$2,400	\$3,200
Dislocations	\$2,200	\$3,000
Lacerations	\$300	\$400
Injuries Requiring Surgery	\$900	\$1,200
Inpatient Hospital Confinement	\$6,250	\$12,500
<i>(Admitted to a hospital for 24 hours or more within 30 days of the accident, up to 365 days per covered accident)</i>		
Intensive Care Unit (ICU)	\$600 per day	\$1,000 per day
<i>(Up to 15 days per covered accident)</i>		
Ambulance benefit		
Ground	\$150	\$250
Air	\$1,000	\$1,500
<i>(One time per covered accident, within 72 hours after covered accident)</i>		
Emergency Room Services	\$300	\$500
<i>(Once per 24-hour period, within 72 hours after covered accident)</i>	\$1,200	\$1,200
Transportation	\$400	\$600
<i>(More than 100 miles from site of accident or insured's residence three trips per calendar year, per insured)</i>		
Family Lodging	\$100 per day	\$125 per day
<i>(One hotel room for an immediate family member for up to 30 days if insured is confined more than 100 miles from residence)</i>		
Physician's office visits, including chiropractor	\$30 per visit	\$50 per visit
<i>(Includes two visits per covered accident, per insured)</i>		
Physical Therapy	\$30 per visit	\$50 per visit
<i>(Eight visits per covered accident, per insured)</i>		
Medical Imaging – CT, NRI, and EEG exams	\$150	\$200
<i>(One time per covered accident, per insured)</i>		
Medical Appliances – wheelchair, walker, crutches, leg, or back brace	\$100	\$125
<i>(one time per covered accident, per insured)</i>		
Prostheses	\$500	\$750
<i>(Must be obtained within three years of covered accident, max benefit per covered accident per insured)</i>		
Blood and Plasma	\$100	\$200
<i>(One time per covered accident regardless of number of units received)</i>		

All other terms and conditions of the Policy remain unchanged.

## INSURANCE IDENTIFICATION CARD

**State Issued:**UT

**Master Policy Number:**EMUT0001

**Company Number**

12588

**Insurer**

Prime Insurance Company

**Certificate Number**

XSI1585

**Effective Date**

04/20/2010

**Ending Date**

until cancelled

**MedPay Aggregate:** \$15,000.00

**Liability Aggregate:** \$0.00

**Guardian:**

guardian

**On behalf of Insured:**

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**THIS CARD MUST BE KEPT WITH THE  
INSURED AND PRESENTED  
UPON DEMAND**

**IF YOU HAVE AN ACCIDENT OR LOSS:**

- Contact Claims Direct Access (CDA)  
immediately at 877-585-2849.