# GROUP BUSINESS TRAVEL ACCIDENT INSURANCE CERTIFICATE

CITY OF SCOTTSDALE

LIFE INSURANCE COMPANY OF NORTH AMERICA

1601 Chestnut Street, Philadelphia, PA 19192 A Stock Insurance Company

# ACCIDENT ONLY CERTIFICATE OF INSURANCE

Covered Person: Effective Date: Beneficiary:

We, the Life Insurance Company of North America, have issued Blanket Accident Policy No. ABL 658088 to the Policyholder:

# CITY OF SCOTTSDALE

We certify that you are covered by the Blanket Policy while you are a member of the classes of the Policyholder, as described:

1 All active, full-time Employees of the Policyholder working 30 or more hours per week and job-share Employees working 20 or more hours per week.

Your coverage will begin on the later of: (1) the effective date shown above; and (2) the date you entered the class described above. Your coverage will end on the date that: (1) you are no longer in the class described above; or (2) the Blanket Policy is terminated. Termination will not affect a claim for a loss which occurs while you are covered by the Blanket Policy.

Your coverage is described in this Certificate. You should read it with care so you will understand your coverage. This is not the insurance contract. The Blanket Policy is the only contract under which benefits are paid. You may examine it at the office of the Policyholder.

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Gregory H. Wolf, President

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#### SCHEDULE OF BENEFITS

Plan Effective Date: January 1, 2001

Your benefit amounts are shown below. If no benefit amount is shown, then you are not covered for that benefit.

Class 1:	Coverage A:	Accidental Death And Dismemberment Benefit	
		Principal Sum: \$200,000	

Applicable Hazards: 2229, 9973

Class 1 is not covered for Coverages B, C and D.

Total Limit of Liability - We will not pay more than \$1,000,000 per Accident.

If, but for this provision, we would pay more than this amount, then the benefits we will pay to each covered person will be reduced in the same proportion, so that the total amount we will pay is the maximum amount shown above.

## SCOPE OF COVERAGE

We will pay the benefits described in this Certificate only for the types of accidents described in Schedule IV of the policy. A copy of this schedule is attached. The policy covers accidents only. It does not pay benefits for loss caused by sickness. Please read your Certificate with care.

## **DESCRIPTION OF COVERAGE**

Coverage A: Accidental Death And Dismemberment Benefit -- We will pay this benefit if:

- a) you are injured by one of the types of accidents described in Schedule IV, which happens while you are covered by this policy; and
- b) you suffer one of the losses listed below as a direct result of the injuries, and from no other cause, within a year of the accident.

The amount of this benefit is shown in the table below. The Principal Sum is shown on the Schedule of Benefits page.

Loss of Life Loss of Two or more Members	
Loss of Speech and Hearing (both Ears)	
Quadriplegia (total paralysis of both upper	
and lower limbs)	The Principal Sum
Loss of One Member	One-half The Principal Sum
Paraplegia (total paralysis of both lower limbs)	
Loss of Speech	One-half The Principal Sum
Loss of Hearing (both ears)	One-half The Principal Sum
Hemiplegia (total paralysis of	-
upper and lower limbs on one side of the body)	One-half The Principal Sum
Loss of Thumb and Index finger of the same hand	One-quarter The Principal Sum

"Principal Sum" is stated elsewhere in the Policy.

"Member" means hand, foot, and eye.

"Loss" means, with regard to hand or foot, complete severance through or above the wrist or ankle joint; loss of an eye means total and irrecoverable loss of sight; loss of speech means complete inability to communicate audibly in any degree; loss of hearing means irrecoverable loss of hearing, which cannot be corrected by any hearing aid or device; loss of thumb and index finger means severance of each through or above the joint closest to the wrist. (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 loss of four whole fingers from one hand equals the loss of one hand.)

"Paralysis" means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible.

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

If you suffer more than one loss from an accident, we will only pay for the loss with the larger benefit.

### Coverage B: Permanent Total Disability--We will pay this benefit if:

- a) you are injured by one of the types of accidents described in Schedule IV, which happens while you are covered for this benefit, and
- b) you become totally disabled as a direct result, and from no other cause, within 30 days after the accident; and
- c) you remain totally disabled for 12 straight months; and
- d) you are then permanently and totally disabled.

The amount of this benefit is the amount shown on the Schedule of Benefits page, minus any amounts we have paid under Coverage A for the accident. If the amount shown on the Schedule of Benefits page is a periodic amount, then we will pay this amount until:

- a) you die, or are no longer permanently and totally disabled; or
- b) the total we have paid for the accident under Coverages A and B is the Principal Sum shown on the Schedule of Benefits page.

You will be deemed "totally disabled" if you can not do at all the substantial and material duties of your type of work. You will be deemed "permanently and totally disabled" if you are not able to do any work for which you are or may become qualified by reason of your education, experience or training; and if you are not expected to be able to do any such work for the rest of your life.

# Coverage C: Total Disability Weekly Benefit--We will pay this benefit if:

- a) you are injured by one of the types of accidents described in Schedule IV, which happens while you are covered for this benefit, and
- b) you become totally disabled as a direct result, and from no other cause, within 30 days after the accident.

The amount of this benefit is shown on the Schedule of Benefits page. This benefit will begin on the first day after the end of the Waiting Period (shown on the Schedule of Benefits page). We will pay this benefit until:

- a) you die or are no longer totally disabled; or
- b) we have paid this benefit for the Maximum Period shown on the Schedule of Benefits page; or
- c) you qualify for benefits under Coverage A or B.

You will be deemed "totally disabled" if:

- a) During the Waiting Period, and for the next 12 months after that, if you can not do all the substantial and material duties of your type of work.
- b) After that, if you can not do at all any work for which you are or may become qualified by reason of your education, experience, or training.

**Coverage D:** Medical Expense Benefit--If you are injured by one of the types of accidents described in Schedule IV, which happens while you are covered for this benefit, then we will pay this benefit for the services listed below, which you need as a direct result of the injury, and from no other cause, within a year of the accident:

- a) Stays in a hospital.
- b) Medical or surgical treatment by a doctor.
- c) The services of licensed or graduate nurses.
- d) X-ray examinations.
- e) Professional ambulance service from the scene of the accident to the nearest hospital.

The treatment must begin not more than 60 days after the accident.

The amount of this benefit will be the actual cost of these services, minus the deductible amount (if any) shown on the Schedule of Benefits page. The deductible must be satisfied once for each accident.

This benefit will be reduced to the extent that benefits are payable for the medical services under: (i) any employer sponsored health care plan; or (ii) any government program or any law, including any Worker's Compensation law.

We will not pay more than the maximum amount shown on the Schedule of Benefits page, for all medical treatment needed as a result of any one accident.

## **EXCLUSIONS**

We will not pay benefits for loss caused by or resulting from:

- a) Suicide, attempted suicide, or whenever you injure yourself on purpose, while sane or insane.
- b) War or acts of war, whether or not declared; except to the extent that it is provided for in Schedule IV-W or IV-H.
- c) Injury while you are on full time active duty in any armed forces. We will return the pro rata portion of premiums paid to cover you during a period of such service.
- d) Taking part in a felony.
- e) Travel or flight in any spacecraft; or flight in any aircraft, except to the extent that this hazard is provided for by name in Schedule IV.

f) Any bacterial infection that was not caused by an accidental cut, wound or food poisoning.

This is an accident only policy.

We will not pay benefits for loss caused by or resulting from illness, disease, or bodily infirmity.

## **BLANKET ACCIDENT POLICY**

Policyholder: CITY OF SCOTTSDALE

Schedule Date: January 1, 2001

Part of Policy No. ABL 658088

Applies To Class(es): 1

#### SCHEDULE IV- A HAZARDS INSURED AGAINST

Unless otherwise provided, we will pay benefits only once for any one covered loss, even if it was caused by more than one covered hazard.

#### 24 HOUR COVERAGE WHILE TRAVELING ON BUSINESS AWAY FROM THE PREMISES OF THE POLICYHOLDER (Owned Aircraft Not Covered)

We will pay the benefits described in the policy for any accident which occurs anywhere in the world while you, on a business trip, are traveling or making a short stay:

- away from the Policyholder's premises in the city of permanent assignment; and
- b) on business for the Policyholder, and in the course of the Policyholder's business.

All such trips must be authorized by the Policyholder.

This coverage does not apply:

a)

- a) while you are commuting between your home and place of work; or
- b) during personal deviations made by you.

"Personal deviation," as used here, means an activity that is not reasonably related to the Policyholder's business, and not incidental to the business trip.

This coverage will start at the actual start of a trip. It does not matter whether the trip starts at your home, place of work, or other place. This coverage will end when you:

- a) arrive at your home or place of work, whichever happens first; or
- b) make a personal deviation.

If you travel to another city, and are expected to remain there for more than 60 days, this shall be deemed a change in your city of permanent assignment.

**Exposure And Disappearance-**-This coverage includes exposure to the elements, after the forced landing, stranding, sinking, or wrecking of a vehicle in which you were traveling on business for the Policyholder.

You will be presumed to have died, for purposes of this coverage, if:

- a) you are in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by the policy; and
- b) your body is not found within a year of the accident.

Aircraft Restrictions--If the accident happens while you are riding in, or getting on or off of, an aircraft, we will pay benefits, but only if:

- a) you are riding as a passenger only, and not as a pilot or member of the crew; and
- b) the aircraft has a valid certificate of airworthiness; and
- c) the aircraft is flown by a pilot with a valid license; and
- d) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).

**Owned Aircraft Not Covered-**-We will not pay benefits if the aircraft is 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 Policyholder may use it as it wishes for more than 10 straight days, or more than 15 days in any year.

# **BLANKET ACCIDENT POLICY**

Policyholder: CITY OF SCOTTSDALE

Schedule Date: January 1, 2001

Part of Policy No. ABL 658088

Applies To Class(es): 1

# SCHEDULE IV- B HAZARDS INSURED AGAINST

#### **COMMUTATION COVERAGE**

We will pay the benefits described in the policy for any accident which happens while a covered person is commuting directly between his home and your premises where he normally works.

This coverage does not include:

- a) personal deviation by the covered person; or
- b) accidents which happen more than 2 hours after the covered person leaves his home or place or work, unless it can definitely be shown:
  - 1) that the delay was caused by conditions beyond the control of the covered person; or
  - 2) that more time was needed for normal direct commuting.

**Exposure And Disappearance** - We will pay for injuries caused by exposure to the elements, after the forced landing, stranding, sinking, or wrecking of a vehicle in which the covered person was riding, in the course of a trip which would be covered by the policy.

A covered person will be presumed to have died, for purposes of this coverage, if:

- a) he is in a vehicle which disappears, sinks, or is stranded or wrecked, in the course of a trip which would be covered by the policy; and
- b) his body is not found within a year of the accident.

Unless otherwise provided, we will pay benefits only once for any one covered loss, even if it was caused by more than one covered hazard.

# **BLANKET ACCIDENT POLICY**

Policyholder: CITY OF SCOTTSDALE

Schedule Date: January 1, 2001

Part of Policy No. ABL 658088

Applies To Class(es): 1

# SCHEDULE IV- C HAZARDS INSURED AGAINST

# SEATBELT USE (Business Travel)

We will pay an accidental death benefit of a minimum of \$1,000 per covered person up to a maximum of 10% of your benefit not to exceed \$10,000. We will pay this benefit if you suffer loss of life, as the result of a covered accident which occurs while you are driving or riding in a Private Passenger Car, if:

- 1. The car is equipped with seatbelts; and
- 2. The seatbelt was in actual use and properly fastened at the time of the accident; and
- 3. The position of the seatbelt is certified in the official report of the accident; or by the investigating officer. A copy of the police accident report must be submitted with the claim.

If such certification is not available, and it is unclear whether you were properly wearing a seatbelt, then we will pay a fixed benefit of \$1,000 to the designated beneficiary.

"Private Passenger Car" means: a validly registered four-wheel private passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks, and van-type cars.

Unless otherwise provided, we will pay benefits only once for any one covered loss, even if it was caused by more than one covered hazard.

# LIFE INSURANCE COMPANY OF NORTH AMERICA

# **EXTENDED COVERAGE RIDER**

This rider amends the policy or certificate to which it is attached. It is in force only while the policy is in force.

All reference to employee age limitations in the Eligibility and Termination provisions are deleted. In return for the premium, the following benefit is added.

We will pay benefits for loss resulting from a covered accident for an employee age 70 and over as follows:

AGE AT DATE OF LOSS	BENEFIT AMOUNT BASED ON SELECTED PRINCIPAL SUM
70-74	65%
75-79	45%
80-84	30%
85 and over	15%

Eligibility for conversion coverage will continue to end at age 70.

If the Family Plan is elected, coverage for a dependent spouse will end at age 70. Accidental Death and Dismemberment benefits for insured dependents will be based on the Employee's Selected Principal Sum. All other plan benefits that are based on the Employee's Principal Sum will be computed according to the schedule above.

Premiums are based on the Selected Principal Sum prior to the reduction outlined above.

"Selected Principal Sum" means the Principal Sum stated in the Schedule of Benefits.

Except for the above, this rider does not change the policy in any way.

# LIFE INSURANCE COMPANY OF NORTH AMERICA

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# PAYMENT OF CLAIMS

**Claim Procedures:** Notice of Claim--If any covered loss occurs or begins, you must send us written notice within 30 days, or as soon after that as is reasonably possible. This notice should state your name and the policy number. This notice should be sent to us at our home office, at the address shown on page 1, or to an agent authorized by us. We will then send you claim forms.

**Claim Procedures: Proof Of Loss--**The claim forms must be sent back to us no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible. If we have not provided claim forms within 15 days after the notice of claim, you should send us other proof of loss by the date claim forms would be due. This proof of loss should include written proof of the occurrence, type and amount of loss.

**Payment Of Claims: When Paid--**Claims will be paid as soon as we receive due proof of loss. If a claim covers benefits for more than 4 weeks, we will pay all amounts due at the end of each 4 weeks. If there are any benefits due at the end of the period claimed, we will pay them as soon as we receive due proof of loss.

**Payment Of Claims:** Accidental Death Benefits--Benefits paid on account of your death will be paid to the beneficiary you have chosen. This choice must be in writing and filed with us; or filed with the Policyholder, if we have agreed in advance.

If you have not chosen a beneficiary, or if there is no beneficiary alive when you die, we will pay this benefit:

- 1) to your spouse, if living.
- 2) If not, in equal shares to your living children.
- 3) If there are none, in equal shares to your living parents.
- 4) If there are none, in equal shares to your living brothers and sisters.
- 5) If there are none, to your estate.

Instead of a lump sum payment, you (while you are living) or your beneficiary (after your death) may choose installment payments from one of the settlement options we are then offering.

**Payment Of Claims: Other Benefits--**All other benefits will be paid to you, if you are living. If not, we will pay your beneficiary or your estate.

**Selection Or Change Of Beneficiary; Assignment-**-You have the right to select or change the beneficiary. You do not need the consent of the beneficiary to make such a change, to assign your rights or benefits, or to change your coverage. We will not be bound by an assignment, or by a selection or change of beneficiary, until we receive a signed copy of it. We are not responsible for its validity or sufficiency.

**Physical Examinations And Autopsy-**-At our expense, we may have a person claiming benefits examined as often as reasonably necessary while a claim is pending. We may also make an autopsy in case of death where it is not forbidden by law.

**Legal Actions--**No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years (Kansas: 5 years; South Carolina: 6 years) after the date claim forms are due.

UNDERWRITTEN BY: LIFE INSURANCE COMPANY OF NORTH AMERICA a CIGNA company

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